



THE BARBADOS
LIGHT & POWER
COMPANY LIMITED

RENEWABLE ENERGY INTERCONNECTION AGREEMENT

This Renewable Energy Interconnection Agreement is made this ____ day of _____, 20__ BETWEEN **THE BARBADOS LIGHT & POWER COMPANY LIMITED**, a company incorporated under the Companies Act, Cap. 308 of the Laws of Barbados and having its registered office situate at Garrison Hill, St Michael, Barbados (“BL&P”) and the party more particularly described at Item 1 of Schedule A to this Agreement (the “Customer-Generator”).

WITNESSETH THAT:

WHEREAS:

- A. BL&P carries on the business of producing and supplying electrical energy pursuant to the Electric Light and Power Act, Cap. 278 of the Laws of Barbados.
- B. BL&P is currently offering a two (2) year Renewable Energy Pilot Programme (the “Pilot Programme”) whereby it will permit customers operating wind and/or solar generating systems approved by BL&P to interconnect with BL&P’s Grid. BL&P will purchase electrical energy generated by those customers at the tariff rate in the “Renewable Energy Rider” under BL&P’s Standard Electricity Tariff.
- C. The Customer-Generator is a customer of BL&P and wishes to participate in the Pilot Programme by operating and interconnecting its Renewable Generation System (the “RGS”), specified in Item 2 of Schedule A to this Agreement, with BL&P’s Grid.
- D. The Customer-Generator qualifies for the Renewable Energy Rider and its RGS meets the eligibility requirements in BL&P’s “Requirements for Grid Interconnection of Renewable Generation Systems”.

NOW THEREFORE in consideration of the mutual benefits to be derived and the terms and conditions set out in this Agreement, the Customer-Generator and BL&P agree as follows:

1. INTERPRETATION

1.1 Definitions

The following capitalized terms used herein shall have the meanings set forth below:

“Agreement” means this Renewable Energy Interconnection Agreement and the Schedules hereto.

“Customer-Generator” means the person or entity who is a customer of BL&P and who accepts responsibility for the electricity account associated with the Renewable Generation System.

“Force Majeure Event” means:

- (i) hurricane, earthquake, flood, tidal wave, or other act of God;
- (ii) fire, strike, malicious damage, labour disturbances;
- (iii) war, terrorism, civil war, rebellion, riot;
- (iv) a change in national or international monetary, financial, political or economic conditions; and
- (v) any other cause beyond the control of a Party which was not reasonably foreseeable or if foreseeable could not have been prevented.

“Grid” means the systems by which electric energy is generated, transmitted and distributed to customers of BL&P and includes:

- (i) the equipment used to generate the electric energy,
- (ii) the network used to transmit the electric energy produced, and
- (iii) the poles, wires, transformers, substations and other equipment used to deliver electric energy to consumers (the distribution system).

A connection that in anyway links the supply from the RGS to BL&P’s supply, whether the connection is before or after the meter (i.e.internal or external to the Customer’s installation) is considered to be interconnected with BL&P’s Grid.

“Metering System” means all meters and metering devices or equipment owned by BL&P and used to measure the delivery and receipt of electricity.

“Nameplate Gross Power Rating” means the RGS manufacturer’s a.c. nameplate capacity.

“Parties” means BL&P and Customer-Generator together and “Party” means either one of them.

“Point of Delivery” means the interconnection point or physical point where the RGS and the Grid are electrically connected for metering purposes.

“Renewable Generation System” (RGS) means the total components and facilities that, in combination, convert renewable energy into electrical energy suitable for connection to utilization loads to offset part or all of the customer’s electricity requirements and/or to provide electricity to the Grid.

“Standard Electricity Tariff” means the tariff under which the Customer-Generator is served by BL&P and to which the Renewable Energy Rider will apply.

1.2 **Entire Agreement**

This Agreement and the accompanying Schedules together with the other documents to be delivered under this Agreement represent the entire contract between the Parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements, understandings, negotiations and discussions, whether oral or written, between the Parties in relation to the interconnection of the Customer-Generator’s RGS with BL&P’s Grid.

1.3 **Headings**

Clause headings contained in this Agreement are included solely for convenience and are not intended to be a full or accurate description of the content of any clause and shall not be considered to be part of this Agreement.

1.4 **Schedules**

This Agreement includes the following schedules which are specifically incorporated herein and made a part of this Agreement by reference:

Schedule A - Particulars for the Agreement; and

Schedule B - Requirements for Grid Interconnection of Renewable Generation Systems.

1.5 **Statutory Instruments**

Any reference in this Agreement to any law, regulation, order, act or statute of any governmental body or other regulatory body shall be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor to those.

1.6 **Words**

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

1.7 **Highlight**

Certain paragraphs of the Agreement have been highlighted solely for the purposes of emphasis.

2. **TERM**

This Agreement shall become effective when signed by the Customer-Generator and BL&P and shall remain in effect for the period specified at Item 3 of Schedule A but not exceeding the Ending Date of the Pilot Programme specified at Item 4 of Schedule A to this Agreement unless terminated earlier in accordance with the provisions specified at clause 10 of this Agreement or extended by BL&P in accordance with the provisions of clause 12 of this Agreement.

3. **RGS INTERCONNECTION REQUIREMENTS**

3.1 The Customer-Generator shall design, install, operate and maintain the RGS, and all ancillary facilities on the Customer-Generator's side of the Point of Delivery, specified at Item 2 of Schedule A to this Agreement, in accordance with the "Requirements for Grid Interconnection of Renewable Generation Systems" and all governmental laws and regulations which may be applicable from time to time.

- 3.2 The Customer-Generator shall obtain and maintain all required insurance coverage, governmental authorizations, permits, licenses and approvals from all governmental authorities, local agencies, commissions and authorities required for the installation and operation of the RGS.
- 3.3 **The RGS shall meet all applicable safety and performance standards, including the codes and standards described in the “Requirements for Grid Interconnection of Renewable Generation Systems”.** BL&P may, from time to time, reasonably prescribe additional requirements, to be implemented at the Customer-Generator’s expense, which in BL&P’s judgment are necessary for ensuring the safety of the Grid. BL&P shall provide the Customer-Generator with written notice of any additional requirements to be implemented pursuant to this clause and the Customer-Generator shall have fourteen [14] days from the date of the notice to implement the change to the satisfaction of BL&P.
- 3.4 **The Customer-Generator shall not commence any interconnection to BL&P’s Grid or parallel operation of the RGS until written approval has been given by BL&P.** Written approval will be generally provided by BL&P within six (6) weeks following BL&P’s receipt of a completed Application for Grid Interconnection (“the Application”) with all supporting documentation and the Application fee from the Customer-Generator. The documentation supporting the Application must include:
- (i) the certification issued by the relevant governmental authority having jurisdiction to inspect and approve the installation;
 - (ii) an electrical one-line diagram of the RGS; and
 - (iii) evidence that the Customer-Generator has adequate insurance coverage in effect, as specified in paragraph 3.8 of the “Requirements for Grid Interconnection of Renewable Generation Systems”.

4. CUSTOMER-GENERATOR'S OBLIGATIONS

4.1 The Customer-Generator shall:

- (i) upon receipt of written approval from BL&P to interconnect the RGS described at Item 2 of Schedule A to this Agreement and installed at the address specified at the said Item 2 of Schedule A (the "Service Address") immediately connect the RGS to BL&P's Grid, unless the Customer-Generator obtains BL&P's written approval to postpone the interconnection;
- (ii) **at all times operate and maintain the RGS in accordance with all applicable governmental standards and requirements and the instructions of the manufacturers of the equipment used to construct the various components of the RGS;**
- (iii) at all times comply with BL&P standards and requirements relating to the parallel operation of the RGS which may be in effect from time to time;
- (iv) promptly notify BL&P of any malfunction or breakdown of any component of the RGS that could constitute a foreseeable safety hazard or reasonably be expected to cause disturbance or damage to the Grid;
- (v) not operate the RGS so as to generate electricity at a rate greater than 110% of the RGS's Nameplate Gross Power Rating specified at Item 2 of Schedule A to this Agreement;
- (vi) not add to or modify the RGS without the prior written consent of BL&P;
- (vii) not alter, modify or tamper with the RGS connection to BL&P's Grid without BL&P's prior written consent;
- (viii) not relocate or interconnect the RGS to BL&P's Grid at any location other than the Service Address without BL&P's prior written consent;
- (ix) not tamper with or alter the Metering System;
- (x) promptly comply with all requests from BL&P to interrupt the service of the RGS, reduce the output from the RGS and disconnect the RGS from BL&P's Grid;
- (xi) at all times allow BL&P reasonable access to the RGS; and

- (xii) make all payments required to be made by it to BL&P on or before the due date for the payment.

5. BL&P'S OBLIGATIONS

- 5.1 Subject to the terms and conditions of this Agreement BL&P will interconnect with the RGS located at the Service Address and supply electricity to and accept delivery of electricity from the Customer-Generator (if applicable) at the Point of Delivery specified at Item 2 of Schedule A to this Agreement.
- 5.2 BL&P will act with reasonable promptness to perform any inspections and give any approvals that it is authorized or required to give under this Agreement. BL&P will not unreasonably withhold or delay the giving of its consent in any case where its consent is required.
- 5.3 Subject to BL&P's approval of the RGS and the Customer-Generator compliance with all matters set out in the "Requirements for Grid Interconnection of Renewable Generation Systems" BL&P shall take all necessary steps and perform all acts necessary to facilitate interconnection of the RGS with BL&P's Grid.

6. BL&P'S RIGHTS

- 6.1 BL&P shall have the right to require the Customer-Generator to interrupt (including, if so specified by BL&P, by means of physical disconnection or lockout) or reduce the output of the RGS whenever:
 - (i) BL&P in its sole judgment deems such action necessary to permit BL&P to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of the Grid;
or
 - (ii) BL&P in its sole judgment determines that curtailment, interruption, or reduction of the Customer-Generator's electrical generation is otherwise necessary due to emergencies, forced outages, a Force Majeure Event, safety hazards, possible damage to or disturbance of the Grid, or compliance with prudent electrical practices.

- 6.2 Notwithstanding the provisions in clause 6.1 of this Agreement or any other provision of this Agreement, BL&P shall have the right:
- (i) to require the Customer-Generator to immediately disconnect the RGS from BL&P's Grid; and
 - (ii) to itself immediately effect the disconnection of the RGS from BL&P's Grid if the Customer-Generator is apparently not available to make the disconnection or if the Customer-Generator is available but refuses to act and the disconnection is deemed necessary by BL&P.
- 6.3 Whenever feasible BL&P will give the Customer-Generator reasonable advance notice that interruption or reduction in output from the RGS may be required or that disconnection of the RGS from BL&P's Grid may be required. However, the failure of BL&P to give such notice shall not invalidate any action taken by BL&P under clauses 6.1 or 6.2 of this Agreement.
- 6.4 If BL&P in its discretion deems it necessary to require the Customer-Generator to interrupt or disconnect the RGS from BL&P's Grid or for BL&P to itself effect the interruption or disconnection of the RGS from its Grid, as provided in clause 6.1 and 6.2 respectively of this Agreement, or such interruption occurs as a result of suspension or termination of service to the Customer-Generator in accordance with the provisions of the "Renewable Energy Rider", then except to the extent caused by the wilful misconduct or gross negligence of BL&P, its servants or agents, BL&P and its servants or agents shall not be liable to the Customer-Generator for any loss or damage whatsoever resulting from the exercise of such rights by BL&P.
- 6.5 BL&P shall have the right to enter the Customer-Generator's premises at the Service Address at all reasonable hours, without notice to the Customer-Generator, to inspect the protection devices installed at the RGS and to read, inspect and test meters, or to effect disconnection of the RGS as provided in section 6.2 of this Agreement. Nothing in this Agreement shall limit or otherwise affect any rights of entry to the Customer-Generator's premises that BL&P may have under its Standard Electricity Tariff or any other agreement with the Customer-Generator.

- 6.6 BL&P reserves the right to disconnect the electricity supply to the Service Address without notice and without incurring any liability whatsoever if the Customer-Generator fails to comply with the requirements of this Agreement or for any other reason relating to safety and reliability of the Grid.
- 6.7 BL&P shall have the right to demand, promptly obtain, review and copy the RGS operations and maintenance records, logs, or any information considered necessary by BL&P such as unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and any unusual events pertaining to the RGS or its interconnection with BL&P's Grid.
- 6.8 All equipment owned by BL&P which is affixed to the Customer-Generator's premises for the purpose of facilitating the interconnection of the Customer-Generator's RGS with BL&P's Grid, including all equipment installed by BL&P which is required for the purpose of metering and billing, shall remain the property of BL&P.

7. METERING AND BILLING

All metering requirements and billing procedures shall be in accordance with the "Renewable Energy Power Purchase Agreement" (if applicable), the "Renewable Energy Rider" and any other rate schedules under which the Customer-Generator is receiving electric service.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Customer-Generator represents and warrants that:

- (i) it has complied and will continue to comply with the terms, conditions and obligations under this Agreement;
- (ii) it has obtained and will maintain all required insurance policies and those policies have been duly endorsed in accordance with the requirements of this Agreement;
- (iii) it has obtained all required permits, licences and approvals required by all government authorities, local agencies, commissions and authorities with jurisdiction over the Customer-Generator and the RGS to allow it to enter into this Agreement;

- (iv) the RGS meets and will continue to meet all applicable safety and performance standards that now exists and that BL&P may from time to time prescribe;
- (v) it is the owner of or rents the premises located at the Service Address; and
- (vi) it is the owner of the RGS and it is duly authorized to enter into this Agreement and to operate the RGS.

9. INDEMNITY

The Customer-Generator shall fully and effectually indemnify and hold harmless BL&P, its affiliates, directors, officers, agents and employees from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings or investigations which BL&P may incur or which may be made against it in connection with the interconnection of the RGS with BL&P's Grid or any breach or alleged breach of any of the warranties of this Agreement by the Customer-Generator or in respect of BL&P's exercise of its rights, discretions, authorities and obligations under this Agreement.

10. TERMINATION

10.1 This Agreement will terminate automatically on the Ending Date of the Pilot Programme, specified at Item 4 of Schedule A to this Agreement, unless

- (i) otherwise terminated in accordance with the provisions of clauses 10.2 or 10.3 of this Agreement; or
- (ii) otherwise extended by BL&P pursuant to clause 12 of this Agreement.

10.2 Termination by the Customer-Generator

The Customer-Generator shall have the right to terminate this Agreement by giving BL&P thirty (30) days prior written notice of its intention to terminate this Agreement;

10.3 Termination by BL&P

BL&P shall have the right to terminate this Agreement:

- (i) where the Customer-Generator is in default of any of its obligations under this Agreement and such default, is not corrected within thirty (30) days after written notice of the default has been given to the Customer-Generator by BL&P. BL&P shall exercise its right to terminate this Agreement for such default by giving ten (10) days written notice of

termination to the Customer-Generator. The foregoing shall not affect any rights of suspension, interruption or disconnection that BL&P may have elsewhere under this Agreement or the Standard Electricity Tariff under which the Customer-Generator is currently receiving electric service;

- (ii) immediately and concurrently with the termination of electric service to the Customer-Generator under any of the rate schedules identified under paragraph 1 of the “Renewable Energy Rider”; and
- (iii) immediately and concurrently on termination of the “Renewable Energy Power Purchase Agreement”.

11. RESOLUTION OF DISPUTES

11.1 If any dispute or difference of any kind whatsoever arises between the Parties in connection with, or arising out of, this Agreement, the Parties shall within thirty (30) days after the date that the dispute arose attempt to settle such dispute in the first instance by mutual discussions between the Parties.

11.2 In the event that a dispute between the Parties is not settled within thirty (30) days as provided in clause 11.1 of this Agreement the Parties shall attempt to settle the dispute by alternative means of dispute resolution. Notwithstanding any provision in this Agreement, BL&P acknowledges that the Customer-Generator is not restricted from seeking relief from the Fair Trading Commission or from the courts of Barbados.

12. EXTENSION OF TERM

12.1 The Customer-Generator may apply to BL&P in writing for an extension of the term at least three (3) months before the Ending Date.

12.2 BL&P may in its sole discretion extend the term of this Agreement under the same terms and conditions outlined in this Agreement or as modified by BL&P and for such period as BL&P deems fit.

13. MISCELLANEOUS PROVISIONS**13.1 Variations in Writing**

Save and except for an extension of the term provided for under clause 12 of this Agreement, any additions, amendments or variations to this Agreement shall be binding only if in writing and signed by a duly authorized representative of BL&P and the Customer-Generator.

13.2 Prohibition against Assignment

The Customer-Generator shall not assign this Agreement or any of its rights or duties hereunder without the prior written consent of BL&P. Any such assignment or delegation made without BL&P's written consent shall be null and void.

13.3 Waivers

13.3.1 No waiver by BL&P of any default by the Customer-Generator in the performance of any of the provisions of this Agreement shall:

- (i) operate or be construed as a waiver of any other or further default whether of a like or different character; or
- (ii) be effective unless in writing duly executed by an authorized representative of BL&P.

13.3.2 The failure by BL&P to insist on any occasion upon the performance of the terms, conditions or provisions of this Agreement or time or other indulgence granted by BL&P to the Customer-Generator shall not thereby act as a waiver of such breach or acceptance of any variation.

13.4 No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or any right of suit or action in, any person who is not a Party to this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement on the year and day hereinbefore mentioned.

CUSTOMER-GENERATOR

Signed By: _____

Title: _____

Print Name: _____

Witness

Name:

Address:

Calling or Description:

THE BARBADOS LIGHT & POWER COMPANY LIMITED

Signed By: _____

Title: _____

Print Name: _____

Witness

Name:

Address:

Calling or Description:

SCHEDULE A

Particulars for the Agreement

1. **Customer-Generator:**
Address of Customer-Generator

2. **Account Name:** _____

Account Number: _____
Service Address: _____
RGS Technology: _____ [Solar, Wind or Hybrid of solar and wind]

RGS Nameplate Gross Power Rating: [] (kW)

Point of Delivery: _____

3. **Term:** _____
4. **Ending Date of the Pilot Programme**

SCHEDULE B

Requirements for Grid Interconnection of Renewable Generation Systems