



## **Bahamas Power & Light**

### **RENEWABLE ENERGY POWER PURCHASE/INTERCONNECTION AGREEMENT**

This Renewable Energy Interconnection Agreement (“the Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between:

1. The Bahamas Power & Light Company Ltd. (“BPL”), a statutory corporation in the Commonwealth of The Bahamas established by Electricity Act, Chapter 194, and
2. The Customer-Generator described in Appendix B.

**Whereas:**

- A. BPL is charged with the primary duty to secure the supply of electricity at reasonable prices within its area of supply and to purchase, generate, transmit, transform, distribute and sell energy either in bulk or to individual consumers pursuant to the Act.
- B. The Customer-Generator is a customer of BPL and wishes to sell electrical energy to BPL from the Customer-Generator’s Small-Scale Renewable Generation System (“SSRG system”), specified in Appendix B.
- C. The Customer-Generator qualifies for the SSRG Program and its SSRG system meets the eligibility requirements in the Requirements for Grid Interconnection of Renewable Generation Systems.

Therefore:

- A. For the duration of the Agreement, BPL will purchase all electrical energy that the Customer-Generator supplies to the Grid from the approved SSRG system, as described in Appendix B.
- B. The Agreement is effective for a term of 15 years commencing ..... [Insert date] and ending ..... [Insert date].
- C. BPL will compensate the Customer-Generator for electrical energy at the Feed-in Tariff.
- D. BPL and the Customer-Generator agree to the Standard Conditions in Appendix A, which form part of the Agreement.
- E. The Agreement includes the following additional appendix, which also form part of the Agreement: Appendix B; Particulars of the Agreement

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

**Customer-Generator**

**The Bahamas Power & Light Company, Ltd.**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Witness**

**Witness**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Calling or Description:** \_\_\_\_\_

**Calling or Description:** \_\_\_\_\_

## Appendix A: Standard Conditions

### 1 Interpretation

#### 1.1 Definitions

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

**"Feed-in Tariff"** means the rate at which BPL will purchase electricity that the Customer-Generator supplies to the Grid. URCA will set and revise this rate from time to time, per its power under Section 27(5) of the Electricity Act, 2015.

**"Force Majeure Event"** means:

- I. hurricane, earthquake, flood, tidal wave, or other act of God;
- II. fire, strike, malicious damage, labor disturbances;
- III. war, terrorism, civil war, rebellion, riot;
- IV. 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 power system, inclusive of transmission and distribution, by which electric energy is distributed by BPL to its customers.

**"Grid Tied"** means a connection that in any way links the supply from the SSRG system to BPL'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 BPL's Grid.

**"Metering System"** means all meters and metering devices or equipment owned by BPL and used to measure the delivery and receipt of electricity.

**"Nameplate Gross Power Rating"** means the SSRG system manufacturer's alternating current nameplate capacity.

**"Parties"** means BPL and the Customer-Generator together and "Party" means either one of them.

**"Points of Delivery"** means the interconnection point or physical point where the SSRG system and the Grid are electrically connected for metering purposes.

**"Small-Scale Renewable Generation System" (SSRG system)** means systems with the ability to generate their own energy from acceptable renewable acceptable sources using approved technologies.

**“Customer-Generator”** means a means the person or entity who is a customer of BPL and who has entered into a contract with BPL for the electricity account associated with the Renewable Generation System.

**“The Small Scale Renewable Generation Application” (Customer-Generator)** means the application submitted by the customer for approval to acquire and install renewable energy system.

**“Service”** means energy and power supplied to the Customer-Generator by BPL.

**“Standard Electricity Tariff”** means the tariff under which the Customer-Generator is charged by BPL.

## **1.2 Entire Agreement**

The Agreement and the accompanying appendices together with the other documents to be delivered under the Agreement represent the entire contract between the Parties with respect to the subject matter of the 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 SSRG system with BPL's Grid.

## **1.3 Headings**

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

## **1.4 Statutory Instruments**

Any reference in the 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.

## **1.5 Words**

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

# **2 SSRG System Interconnection Requirements**

## **2.1 Installation, Design, and Maintenance**

The Customer-Generator shall design, install, operate, and maintain the SSRG system, and all ancillary facilities on the Customer-Generator's side of the Point of Delivery, specified in Appendix B, 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.

## **2.2 Insurance, Licenses, and Permits**

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 authorizes required for the installation and operation of the SSRG system.

### **2.3 Safety and Performance**

The SSRG system shall meet all applicable safety and performance standards, including the codes and standards described in the Requirements for Grid Interconnection of Renewable Generation Systems. BPL may, from time to time, reasonably prescribe additional requirements, to be implemented at the Customer-Generator's sole expense, which in BPL's judgment are necessary for ensuring the safety of the grid and/or the public. BPL 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 BPL. If not possible within 14 days the customer may request in writing an additional 14-day extension. Failure to carry out the required changes in the prescribed period will result in

- I. The Customer-Generator having to isolate their SSRG system from the grid and have the isolation point locked off by BPL until the corrections are made;
- II. Having their SSRG system's electrical supply disconnected from the grid until the correction is made;
- III. Be subject to penalties under the regulations until the corrections are made; or
- IV. any combination of the above.

### **2.4 Requirement for Initial Inspections**

The Customer-Generator shall not commence any interconnection to BPL's grid or parallel operation of the SSRG system until all required inspections have been passed and written approval to do so has been given by BPL.

Approval of a SSRG system only applies directly to the system itself, indicated in the application, to be acquired by the applicant. Approval of a Customer-Generator application does not in any way supersede or negate the need for the installation to pass the relevant inspections by BPL and other Governmental agencies prior to Grid connection. Acquisition of a system other than that detailed in the application automatic rescinds the initial application approval.

## **3. Customer-Generator's Obligations**

### **3.1 Customer-Generator's Obligations**

The Customer-Generator shall:

- I. upon receipt of approval from BPL to interconnect the SSRG system described in Appendix B and installed at the address specified in Appendix B (the "Service Address"), and on execution of the Agreement, immediately connect the SSRG system to BPL's Grid, unless the Customer-Generator obtains BPL's written approval to postpone the interconnection;
- II. at all times operate and maintain (or engage services of qualified technician and/or engineer as may be required to operate and/or maintain) the SSRG system in accordance with all applicable BPL and Governmental standards and requirements and the instructions of the manufacturers of the equipment used to construct the various components of the SSRG system;
- III. at all times comply with BPL's standards and requirements relating to the parallel operation of the SSRG system which may be in effect from time to time;
- IV. promptly notify BPL of any malfunction or breakdown of any component of the SSRG system that could constitute a foreseeable safety hazard or which could reasonably be expected to cause disturbance or damage to the Grid;
- V. not operate or allow the SSRG system to be operated so as to generate electricity at a rate greater than 110% of the SSRG system Nameplate Gross Power Rating specified in Appendix B;
- VI. not add to or modify or allow any addition or modification to the SSRG system without the prior written consent of BPL;
- VII. not alter, modify or tamper or allow any alteration, modification or tampering with the SSRG system connection to BPL's Grid without BPL's prior written consent;
- VIII. not relocate or interconnect or allow any relocation or interconnection of the SSRG system to BPL's Grid at any location other than the Service Address without BPL's prior written consent;
- IX. promptly comply or ensure compliance with all requests from BPL to interrupt the service of SSRG system, reduce the output from the SSRG system and disconnect the SSRG system from the Grid;
- X. Not to impede but at all times allow BPL reasonable access to the SSRG system; and
- XI. make all payments required to be made by it to BPL on or before the due date for payment

## **4 BPL's Obligations**

### **4.1 Duty to Interconnect**

Subject to the terms and conditions of the Agreement BPL will interconnect with the SSRG system 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 in Appendix B.

#### **4.2 Duty to Act with Promptness**

BPL will act with reasonable promptness to perform any inspections and give any approvals that it is authorized or required to give under the Agreement. BPL will not unreasonably withhold or delay the giving of its consent in any case where its consent is required.

### **5 BPL's Rights**

#### **5.1 Right to Require Customer-Generator to Interrupt Supply**

BPL shall have the right to require the Customer-Generator to interrupt (including, if so specified by BPL, by means of physical disconnection or lockout) or reduce the SSRG system whenever:

- I. BPL in its sole judgment deems such action necessary to permit BPL to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment, any part of the Grid, any of the Customer-Generator's installation and/or equipment; or
- II. BPL 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.

#### **5.2 Right to Interrupt Supply from the SSRG System**

Notwithstanding the provisions on Clause 5.1 or any other provision of the Agreement, BPL shall have the right to:

- I. require the Customer-Generator to immediately disconnect the SSRG system from BPL's Grid; and
- II. immediately by itself to effect the disconnection of the SSRG system from BPL's Grid if the Customer-Generator is either, in BPL's reasonable belief, not available to make the disconnection or if the Customer-Generator is available but refuses to act and the disconnection is deemed necessary by BPL.

#### **5.3 Advance Notice**

Whenever feasible BPL will give the Customer-Generator reasonable advance notice that an interruption or reduction in output from the SSRG system may be required or that disconnection of the SSRG system from BPL's Grid may be required. However, the failure of BPL to give such notice shall not invalidate any action taken by BPL under Clauses 5.1 or 5.2 of the Agreement or cause or account for any breach of the Agreement between the parties.

#### **5.4 Indemnity**

If any of the following scenarios occurs:

- I. BPL, using its sole discretion, requires the Customer-Generator to interrupt or disconnect the SSRG system from BPL's Grid;
- II. BPL, using its sole discretion, decides to effect the interruption or disconnection of the SSRG system from its Grid (as provided in Clause 5.1 and 5.2 respectively of the Agreement);
- III. Such interruption occurs as a result of suspension or termination of service to the Customer-Generator in accordance with the provisions of the Electricity Act, Rules and Regulations in force at that time or the Requirements for Grid Interconnection.

Then, except to the extent caused by the willful misconduct or gross negligence of BPL, its directors, employees, and/or agents, BPL and its agents shall not be liable to the Customer-Generator for any loss or damage whatsoever resulting from the exercise of such rights by BPL.

#### **5.5 Right to Enter Premises**

BPL 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 SSRG system and to read, inspect and test meters, or to effect disconnection of the SSRG system as provided in section 6.2 of the Agreement. Nothing in the Agreement shall limit or otherwise affect any rights of entry to the Customer-Generator's premises that BPL may have under the Electricity Act, Rules and Regulations or the Requirements in force at that time for Grid Interconnection or any other agreement with the Customer-Generator.

#### **5.6 Right to Disconnect Service**

BPL 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 the Agreement or for any other reason relating to safety and/or reliability of the Grid.

#### **5.7 Right to Collect Data**

BPL shall have the right to demand, promptly obtain, review and copy the SSRG system operations and maintenance records, logs, or any information considered necessary by BPL such as unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and any unusual events pertaining to the SSRG system and/or its interconnection with BPL's Grid.



## **5.8 BPL Property**

All equipment owned by BPL which is affixed to the Customer-Generator's premises for the purpose of facilitating the interconnection of the Customer-Generator's SSRG system with BPL's Grid, including all equipment installed by BPL which is required for the purpose of metering and billing, shall remain the property of BPL.

# **6 Billing**

## **6.1 Metering**

BPL shall install meters capable of recording energy flows in both directions and will utilize a net billing methodology for billing purposes. Under the net billing arrangement,

BPL will bill the Customer-Generator at the Standard Electricity Tariff for only the electricity the Customer-Generator uses from the Grid. The Customer-Generator will receive a credit for excess electricity that the Customer-Generator sells to the grid (that is, the electricity generated from the Customer-Generator's SSRG system that the Customer-Generator did not use).

## **6.2 Account Credit**

BPL shall credit the Customer-Generator's account for all energy (kWh) (within the capacity limits stipulated) supplied to the Grid at the Feed-in Tariff

## **6.3 Tariff for Service to the Customer-Generator**

Service (energy and power) supplied to the Customer-Generator by BPL will be billed in accordance with BPL's applicable tariff for the type of service provided the Customer-Generator.

## **6.4 Billing**

At the end of each billing period, if the Customer-Generator's account is in debit after the renewable charges have been applied, the balance due will be billed and payable. If the account is in credit, the amount will be carried forward to the next billing period. Upon request, BPL will promptly refund the Customer Generator on a quarterly basis, if the Customer-Generator's account is \$100.00 or more in credit. Any account credit available at the time of account finalizing would be paid to the customer. Should the customer finalize the account BPL will refund any credit remaining on the customer's account.

# **7 Representations and Warranties**

## **7.1 Representations and Warranties**

The Customer-Generator represents and warrants that:

- I. it has complied with and will continue to comply with the terms, conditions and obligations under the Agreement and all applicable laws of the said Commonwealth;
- II. it has obtained and will maintain all required insurance policies and those policies have been duly endorsed in accordance with the requirements of the Agreements;
- III. it has obtained all required permits, licenses and approvals required by all government authorities, local agencies, commissions and Service (energy and power) supplied to the Customer-Generator by BPL authorities with jurisdiction over the Customer-Generator and the SSRG system to allow it to enter into the Agreement;
- IV. its SSRG system meets and will continue to meet all applicable safety and performance standards that now exists and which BPL may from time to time prescribe and/or any amendment laws, rules and regulations which the Government may from time to time enact;
- V. it is the owner of, or authorized tenant of the premises located at the Service Address; and
- VI. it is the owner of the SSRG system and is duly authorized to enter into the Agreement and operate the SSRG system.

## **8 Indemnity**

The Customer-Generator shall fully and effectually indemnify and hold harmless BPL, its affiliates, directors, officers, agents and employees from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings or investigations which BPL may incur or which may be made against it in connection with the interconnection of the SSRG system and with BPL's Grid or any breach or alleged breach of any of the representations and warranties of the Agreement by the Customer-Generator or in respect of BPL's exercise of its rights, discretions, authorities and obligations under the Agreement. BPL will not honor any damage claims submitted with respect to the SSRG system itself or any electrical or electronic equipment connected at the premises.

## **9 Termination**

### **9.1 Termination by the Customer-Generator**

The Customer-Generator shall have the right to terminate the Agreement by giving BPL thirty (30) days prior written notice of its intention to terminate the Agreement.

### **9.2 Termination by BPL**

BPL shall have the right to terminate the Agreement:

- I. where the Customer-Generator is in default of any of its obligations under the 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 BPL. BPL shall exercise its right to terminate the 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 BPL may have under the 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 Electricity Act, Rules and Regulations; and
- III. immediately and concurrently on termination of the Agreement.

## **10 Resolution of Disputes**

### **10.1 Settlement by Mutual Discussions**

If any dispute or difference of any kind whatsoever arises between the Parties in connection with, or arising out of, the 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.

### **10.2 Settlement by Arbitration**

If a dispute between the Parties is not settled within thirty (30) days as provided in Clause 10.1 of the Agreement the Parties shall attempt to settle the dispute by alternative means of submission of the same to a mutually agreed arbitrator, for resolution by binding arbitration according to Commonwealth of the Bahamas's Arbitration Act 2009 and Rules of Arbitration. In so agreeing the Parties expressly consent and agree to waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

## **11 Extension of Term**

### **11.1 Customer-Generator May Apply to Extend the Term of the Agreement**

The Customer-Generator may apply to BPL in writing for an extension of the term at least three (3) months before the ending date.

### **11.2 BPL Has Discretion to Extend the Agreement**

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

## **12 Miscellaneous Provisions**

### **12.1 Variations in Writing**

Save and except for an extension of the term provided for under Clause 11 of the Agreement, any additions, amendments or variations to the Agreement shall be binding only if in writing and signed by a duly authorized representative of BPL and the Customer-Generator.

### **12.2 Prohibition against Assignment**

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

### **12.3 Waivers**

No waiver by BPL of any default by the Customer-Generator in the performance of any of the provisions of the 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 BPL.

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

### **12.4 No Third-Party Beneficiaries**

The Agreement is intended solely for the benefit of the Parties. Nothing in the 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 the Agreement.

## **Appendix B: Particulars of the Agreement**

1. *Customer-Generator:* \_\_\_\_\_

*Address of Customer-Generator* \_\_\_\_\_

2. *Account Name:* \_\_\_\_\_

*Account Number:* \_\_\_\_\_

*Service Address:* \_\_\_\_\_

*SSRG System Technology:* \_\_\_\_\_ *(solar, wind, or hybrid of solar and wind)*

*SSRG system Nameplate Gross Power Rating:* [       ] *(kW)*

*Approved Gross Power Output to Grid:* [       ] *(kW)*

*Point of Delivery:* \_\_\_\_\_