

## Net Metering Agreement for Self-Generation (SG) Systems

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ located at \_\_\_\_\_ in the parish of \_\_\_\_\_ in the State of Grenada (hereinafter called the "Permit Holder") of the First Part I, the Grenada Electricity Services Ltd, the public utility authorized and existing under the laws of the Grenada, Carriacou and Petite Martinique with its principal address at \_\_\_\_\_ in the parish of \_\_\_\_\_ in the State of Grenada (hereinafter called "GRENLEC" which expression shall include its successors and assigns ) of the Second Part and The Public Utilities Regulatory Commission(PURC) the regulator for the electricity services industry in and for the State of Grenada with its principal address situated at \_\_\_\_\_ in the parish of \_\_\_\_\_ in the aforesaid State (hereinafter called "the PURC" which expression shall include its successors and assigns wherever the context or meaning shall so require or permit). GRENLEC, the Permit Holder and the PURC shall hereinafter together be referred to as "the parties".

### WITNESSETH

WHEREAS, the Permit Holder holds a valid permit Issued by the Minister for Public Utilities in accordance with Section 25 of the Electricity Act 2016 and is a consumer of GRENLEC with a designated account numbered \_\_\_\_\_ and has requested to interconnect its Photovoltaic System (PVS), Wind Energy System (WES), or other Renewable Energy System (RES) (hereinafter referred collectively as "Self Generation (SG)", to GRENLEC's electrical service grid at a presently metered location; and

WHEREAS, the Permit Holder can also request from GRENLEC, credit in legal tender for any excess electrical energy produced by the Permit Holder's SG System that is fed back to GRENLEC's Electric Service Grid.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

#### Permit Holder's Obligations and Responsibilities

1. The Permit Holder agrees to allow inspection and certification of the SG installation by the Electrical Inspectorate section of the Ministry of Infrastructure Development and to secure all applicable permits. The certification shall ensure that the installation has met all electrical and mechanical standards
2. The Permit Holder agrees to provide the PURC with the equipment specifications identifying and certifying the SG, inverters and associated equipment design, installation and that its operation adheres to current IEC 61727, IEC 62116, IEC 62109-1, IEEE<sup>1</sup>-929 , IEEE-1547 , UL<sup>2</sup>-1741, AS4777 Standards or equivalent , the National Grid Code and the National Building Code.

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<sup>1</sup> International Electro-technical Commission

<sup>2</sup>Institute of Electrical and Electronics Engineers

<sup>3</sup> Underwriter Laboratories

- a) The Permit Holder is responsible for protecting its generating equipment, inverters, protection devices and other system components from the normal and abnormal conditions and operations that occur on GRENLEC's electrical system in delivering and restoring system power.
  - b) The parties agree that the PURC shall act herein in its capacity as the regulator of the services provided under this agreement and of the industry to which they pertain and that as it empowered to do, it shall perform oversight as the said regulator but that in doing so it will in no way be held liable for any system malfunction that may occur.
  - c) GRENLEC endeavors to furnish regular and uninterrupted electrical service, but cannot guarantee either uninterrupted service. GRENLEC therefore disclaims any liability to the Permit Holder for injuries, losses or damages owing to an interruption of service or variation in service characteristics that are outside of Grenlec control.
  - d) The Permit Holder shall affix, to their electrical meter base, a warning sign with the caption "CAUTION" and a message of the form "POWER TO THE BUILDING IS SUPPLIED FROM xyz SOURCE WITH DISCONNECTS LOCATED AT abc". All text must be made in white on a red background with the caption at least 1.5 inches high and the message visible from at least 10 feet away, where 'xyz' is the type of the alternate source (e.g. PV) and 'abc' identifies the location of the switch on the building.
  - e) The Permit Holder shall affix to the lock-out switch a label identifying it as such of the form "LOCK-OUT POINT FOR xyz SYSTEM, where 'xyz' is the type of the alternate source (e.g. PV).
3. The Permit Holder shall indemnify, hold harmless and defend GRENLEC from and against all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the SG System, in any manner directly or indirectly connected with, or growing out of operation of the Permit Holder's SG except in those cases where loss occurs due to the negligent actions of GRENLEC and its servants and as a results of violations of the Regulations and the Grid code.
  4. The Permit Holder shall indemnify, hold harmless and defend the PURC from and against all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the SG System, in any manner directly or indirectly connected with, or growing out of operation of the Permit Holder's SG System.
  5. The Permit Holder is responsible for ensuring the SG equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure the SG and associated equipment are operating correctly and safely.
  6. The Permit Holder agrees, at the Permit Holder's expense, to install and maintain a manual disconnect switch of the **visible load break type** to provide a separation point between the AC power output of SG and any Permit Holder facilities connected to GRENLEC's electrical system. This manual disconnect switch shall be mounted separate from the meter socket and shall be readily accessible at all times to GRENLEC. It shall be capable of being locked in the open position by GRENLEC. GRENLEC may open and lock the switch, isolating the SG from its

electrical service grid (in case of emergency) without prior notice to the Permit Holder. To the extent practical, GRENLEC will make an attempt to notify the Permit Holder of its intent to disconnect the Permit Holder's SG from GRENLEC electrical service grid, and shall take liability only for negligence in doing so. For planned activities notice must be provided.

7. This agreement is personal to the Permit Holder and shall not be assigned by the Permit Holder without the express written consent of GRENLEC and the PURC.

#### GRENLEC'S Obligations and Responsibilities

8. GRENLEC will furnish, install, own and maintain metering equipment to measure the kilowatt-hours delivered by GRENLEC to the Permit Holder, and if applicable, the kilowatt demand. For this account, the Permit Holder's service will be metered with a single meter with two registers, or where applicable, a bi- directional kilowatt hour meter. The two-register meter configuration will prevent reverse registration. This metering equipment will measure the energy delivered by GRENLEC to the Permit Holder and also measure energy delivered by the Permit Holder to GRENLEC. At his/her own discretion the Permit Holder may request GRENLEC's to install an additional standard kilowatt-hour meter to record self-generation in satisfying Section 36 (2) of the Electricity Act, 2016.
9. Inline with section 12 subsection 2.e and section 32 subsection 4 of the Electricity Act 2016 (and as amended) Grenlec will purchase excess electricity generated from the self-generator's permitted generation capacity in accordance with the rates approved by the Commission. In addition, Grenlec will supply electricity to a self-generator charging the self generator the rates fixed by the Commission only for the net amount of electricity actually supplied by Grenlec.
10. Where the electricity generated and fed back to GRENLEC by the Permit Holder exceeds the electricity supplied by GRENLEC, the Permit Holder shall be credited during the next billing period for this amount at the renewable energy rate set by the PURC in the applicable Self Generator Programme document.
  - a. All excess electricity will be paid at the Renewable rates as applicable.
11. GRENLEC may charge an interconnection fee, in accordance with Annex 1 which may include the cost of a new meter if Grenlec determines that a new meter is required. The applicable interconnection fee will be as presented in Annex 1.
12. GRENLEC has the right to disconnect the Permit Holder's SG at any time, subject to the following conditions<sup>3</sup>:
  - a) GRENLEC system maintenance, operation and emergency operations.
  - b) Hazardous conditions existing on GRENLEC's system due to the operation of the Permit Holder's SG generating or protective equipment as determined by GRENLEC.
  - c) Adverse electrical effects on the electrical equipment of other GRENLEC Permit Holders as determined by GRENLEC.

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<sup>3</sup> For planned Maintenance purposes Permit Holder must be adequately informed.

13. On the termination of this agreement or disconnection of service for non-payment, GRENLEC shall open and padlock the manual disconnect switch. At the Permit Holder's expense, the Permit Holder agrees to permanently isolate the SG and associated equipment from GRENLEC electric service grid. The Permit Holder shall notify GRENLEC within 10 working days that the disconnect procedure has been completed.

#### The PURC's Rights, Obligations and Responsibilities

14. The PURC reserves the right to recommend the revocation of the permit for electricity generation if the Permit Holder breaches any of the conditions of the ESA, of this contract or is found in breach of the required technical, safety and environmental requirements.
15. The PURC reserves the right to recommend to GRENLEC and approve the modification of the content and conditions of this contract as deemed necessary due to regulatory changes, electrical generation conditions, health, safety and environmental issues or any other situation which may or can impact the industry and or GRENLEC.
16. The modification of the contract must be concluded with the involvement of all parties. The Permit Holder shall within fifteen (15) working days of receipt of new contract inform the PURC of its decision to accept or reject the updated contract. The parties agree that rejection by the Permit Holder may lead to termination of this agreement by the PURC.
17. The updated contract will be considered delivered at the moment it has been sent to the parties at the addresses provided hereinabove or such address as shall be notified from time to time. The Permit Holder agrees to promptly notify the PURC, in writing, of any change in contact information including but not limited to address telephone number and email address.
18. The PURC reserves the right to halt the installation operation and all or any transactions permitted under this agreement if the Permit Holder;
  - a) Provides false or misleading information to GRENLEC or the PURC;
  - b) If the integrity of the structure is found to be in breach of technical requirements which can create Health, Safety and Environmental (HSE) mishaps; or
  - c) If there have been attempts to deceive the PURC or GRENLEC in the installation, operation or metering process.In the event of (b), the Permit Holder, after communicating in writing to the PURC may in the sole discretion of the PURC be granted a 60 day grace period to achieve the proper structural and/or electrical standards at its own cost. The Permit Holder agrees that All reconnection fees and associated costs in this regard must be borne by the Permit Holder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

**Permit Holder:**

**Account No:** \_\_\_\_\_

**Meter No.** \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

**BY:** \_\_\_\_\_  
Signature: Authorized Representative

**BY:** \_\_\_\_\_  
Signature: Authorized Representative

**GRENLEC**

\_\_\_\_\_  
(Print or Type Name)

**BY:** \_\_\_\_\_  
Signature: Authorized representative

**PURC**

\_\_\_\_\_  
(Print or Type Name)

**BY:** \_\_\_\_\_  
Signature: Authorized representative

ANNEX 1

GRENLEC'S INTERCONNECTION RATES

SG connections are summarized as follows:

Single phase connection with meter and materials	\$700
Single phase connection without meter and materials	\$270
Three phase connection with meter and materials	\$1950
Three phase connection without meter and materials	\$270