



Grenada Electricity Services Ltd

DG Interconnection Application Form

Version:

v5.0

Date Revised:

Nov 2017

The undersigned Interconnection Customer submits this request to interconnect a Distirbuted Generation (DG) Facility to the distribution network of the Grenada Electricity Services Ltd (Grenlec).

This request form should be used for proposed DG facilities with total capacity **greater than 30 kW (AC)**. The customer should submit its request to interconnect to:

The Customer Services Manager
Grenada Electricity Services Ltd
P.O. Box 381
St. George's

For further information about this form or Grenlec's DG policy please contact:

Grenada Electricity Services Ltd
Attn: Renewable Standard Offer
P.O. Box 381
St. George's
Phone# (473) 440-2097
Fax: (473) 440-6673
Email:customersupport@grenlec.com

An Interconnection Request is considered complete when it provides all applicable and correct information required in this form. This information is intended to be used at the planning stage of a DG system. This information must be provided to Grenlec prior to the installation of the system in order that assessment and comments can be made on the proposed system.

GRENLEC DG INTERCONNECTION APPLICATION FORM

1 CUSTOMER INFORMATION

Owner/Company Name:

Contact Person:

Tel No:

Email Address:

Account Name:

Account No:

Meter No:

2 PV SYSTEM TECHNICAL DATA

Site Address

Pole# & Street:

Village:

Parish:

RE Stats

Capacity (kW):

Power Factor:

Manufacturer:

Model/Type:

Energy Technology:

Interface:

Inverter

Capacity (kW):

Manufacture:

Model/Type:

Serial Numbers:

Software Version (Where applicable):

Battery

Capacity (kW):

Manufacturer:

Model/Type:

Connection

Configuration:

1 Phase

3 Phase Delta

3 Phase Wye Grounded

3 Phase Wye Ungrounded

Voltage (V):

Date Required:

3 INSTALLER DETAILS

Installer Name:

Address (Street, Village):

Address (Parish):

Telephone No:

Fax Number:

4 INFORMATION ENCLOSED

Electrical One-Line Schematic:

Yes No

Existing & Proposed Earthing Arrangement:

Yes No

Inverter Test Certificate:

Yes No

5 DECLARATION – TO BE COMPLETED BY APPLICANT

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct and that I have read and understood the Standard Offer pricing mechanism.

Name:

Signature:

Date:

6 FOR INTERNAL USE ONLY

Date Application Received:

Received By:

Deposit Deficient:

Yes No

Date Resolved:

Documentation Deficient:

Yes No

Date Resolved:

Technical Data Deficient:

Yes No

Date Resolved:

Miscellaneous Deficiency:

Date Resolved:

Date Application Validated:

Validated By:



Grenada Electricity Services Ltd

P.O. Box 381

Dusty Highway, Grand Anse

St. George's

Tel: (473) 440-2650

Fax: (473) 440-4106

Interconnection Agreement for Renewable Energy

between

GRENADA ELECTRICITY SERVICES LTD. (“Grenlec”)

and

(“Distributed Generation Customer or DG Customer”)

Rev 3.1

Last Updated: December, 2016

(Applicable to Generating Facilities greater than 30kW AC)

Categories 2 - 4, Types A, B, C

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This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by and between Grenada Electricity Services Ltd., a limited liability company existing under the laws of Grenada with its registered address at Grand Anse in the parish of Saint George in Grenada ("Grenlec") and _____, located at _____ ("DG Customer"). Under this Agreement the DG Customer and Grenlec may be referred to as a "Party" or collectively as the "Parties."

Grenlec Information

Name of Company: *Grenada Electricity Services Ltd*
Attention: *Chief Engineer*
Address: *P.O. Box 381, Grand Anse*
Parish: *St. George's*
Phone: *473-444-0910*
Fax: *473-440-6673*
Email: *chosten@grenlec.com*

Interconnection Customer Information

DG Customer: _____
Attention: _____
Address: _____
Parish: _____
Post Box: _____
Phone: _____
Fax: _____
Email: _____

DG Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Introduction

- 1.1.1 This Agreement governs the terms and conditions under which the DG Customer's Generating Facility will interconnect with, and operate in parallel with, Grenlec facilities.
- 1.1.2 Nothing in this Agreement is intended to affect any other agreement between the Parties.
- 1.1.3 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 of the body of this Agreement.

1.2 Responsibilities of the Parties

- 1.2.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.2.2 The DG Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.
- 1.2.3 Grenlec shall construct, operate, and maintain its Infrastructure and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.2.4 The DG Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, UK regulations (G83/1, G59) and Grenlec's Construction Standards in effect at the time of construction and other applicable national codes and standards. The DG Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of Grenlec.
- 1.2.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now owns unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. Grenlec and the DG Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the System, personnel, and general public from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.3 Parallel Operation Obligations

- 1.3.1 Once the Small Generating Facility has been authorized to commence parallel operation, the DG Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility.

1.4 Metering

- 1.4.1 The DG Customer shall be responsible for Grenlec's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachment 2 and Attachment 3 of this Agreement. The DG Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry standards.

1.5 Reactive Power

- 1.5.1 The DG Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.9 lagging to Unity.

1.6 Scope of Service

The interconnection service will include the following:

- 1.6.1 The Product. Grenlec must conduct the necessary studies and must construct the necessary Upgrades needed to interconnect the Small Generating Facility. Once the DG Customer satisfies the requirements for obtaining the Interconnection Service, and as long as the Small Generating Facility has not been deemed to be retired, any future Distribution service request for delivery from the Small Generating Facility on the Grenlec System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of changes in ownership of the Small Generating Facility.
- 1.6.2 Performance Standards: Each Party shall perform all of its obligations under this agreement in accordance with Applicable Laws and Regulations and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this Interconnection Agreement for its compliance therewith. If such Party is Grenlec, then that Party shall amend the Interconnection Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The DG Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The DG Customer shall notify Grenlec no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Grenlec may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The DG Customer shall provide Grenlec a written test report when such testing and inspection is completed.
- 2.1.2 Grenlec shall provide the DG Customer written acknowledgment that it has received the DG Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by Grenlec of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the DG Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 Grenlec shall use reasonable efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, Grenlec shall notify the DG Customer of any changes to these requirements as soon as they are known. Grenlec shall make reasonable efforts to cooperate with the DG Customer in meeting requirements necessary for the DG Customer to commence parallel operations by the in-service date.
- 2.2.2 The DG Customer shall not operate its Small Generating Facility in parallel with Grenlec's grid without prior written authorization of Grenlec. Grenlec will provide such authorization once Grenlec receives notification that the DG Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, Grenlec may send a qualified person to the premises of the DG Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), start-up, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the DG Customer shall notify Grenlec at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Grenlec shall have access to the DG Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective from the "Commission Date" indicated in the signature section of this agreement.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of ten years with the option to renew this contract for three years unless this contract is terminated or amended. Any and all re-negotiations of terms and conditions for ensuing contractual period shall be completed no later than 3 months prior to the expiration of this contract.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 Either party, the DG Customer or Grenlec may terminate this Agreement at any time by providing thirty (30) Business Days written notice to each other.
- 3.3.2 Each Party may terminate this Agreement after Default pursuant to article 6.5.
- 3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from Grenlec's Interconnection Facilities by the DG Customer at no cost to Grenlec. The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.4 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under

Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation:

(1) that in the judgment of the Party making the claim is likely to endanger life or property;
or

(2) that, in the case of Grenlec, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Grenlec System,
or

(3) that, in the case of the DG Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the DG Customer's Interconnection Facilities.

3.4.2 When Emergency Conditions are in effect Grenlec may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. Grenlec shall notify the DG Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the DG Customer's operation of the Small Generating Facility. The DG Customer shall notify Grenlec promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect Grenlec's System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.3 Routine Maintenance, Construction, and Repair

3.4.2.1 **Outage Authority and Coordination.** Grenlec shall have the authority to coordinate facility outages in accordance with routine maintenance and emergency conditions.

3.4.2.2 **Outage Schedules.** Outage scheduling shall be in accordance with the routine maintenance and emergency conditions.

3.4.2.3 **Interruption of Service.** In accordance with good utility practice, Grenlec may require the DG Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Grenlec's ability to perform such activities as are necessary to safely and reliably operate and maintain the System.

3.4.4 Forced Outages

During any forced outage, Grenlec may suspend interconnection service to effect immediate repairs on the System. Grenlec shall use Reasonable Efforts to provide the DG Customer with prior notice.

3.4.5 Adverse Operating Effects

Grenlec shall notify the DG Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to Grenlec's System. Supporting documentation used to reach the decision to disconnect shall be provided to the DG Customer upon request. If, after notice, the DG Customer fails to remedy the adverse operating effect within a reasonable time, Grenlec may disconnect the Small Generating Facility. Grenlec shall provide the DG Customer with five Business Days notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.6 Modification of the Small Generating Facility

The DG Customer must receive written authorization from Grenlec before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of Grenlec's Interconnection Facilities. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the DG Customer makes such modification without Grenlec's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.7 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and Grenlec's System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The DG Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. Grenlec shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities.

4.1.2 The DG Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities.

4.2 Distribution Upgrades

Grenlec shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting

- 5.1.1 Grenlec shall bill the DG Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement before the commencement of the works.

5.2 Milestones

The Parties shall agree on the milestones for which each Party is responsible as listed in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and

- (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and
- (2) request appropriate amendments to Attachment 4.

The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless

- (1) it will suffer significant uncompensated economic or operational harm from the delay,
- (2) attainment of the same milestone has previously been delayed, or
- (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

5.3 Commercial Terms

- 5.3.1 Grenlec will furnish, install, own, and maintain metering equipment to measure the kilowatt-hours consumed by the DG Customer from Grenlec, the kilowatt-hours produced by the Customer's DG facility (all of which must be supplied to Grenlec) and if applicable, the kilowatt demand. For this account, the DG Customer's service will be metered with two meters which will measure the customer's consumption and production separately.
- 5.3.2 Grenlec will charge a reasonable one-time non-refundable application processing fee of \$150.00.
- 5.3.3 All costs associated with the works required to interconnect the CUSTOMER's DG facility to the DISTRIBUTION SYSTEM shall be paid in full by the CUSTOMER according to the schedule defined in Attachment 6: Payment Schedule for System Upgrades.

- 5.3.4 The Customer shall be billed for the kWh consumed from Grenlec in accordance with the rates and charges under Grenlec's standard rate schedule applicable to the Customer. The Customer shall be credited/paid for the kWh generated by their DG facility at a rate of EC\$0.36 per kWh

Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

6.1 Assignments

This Agreement may be assigned by a Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 6.1.1 The Parties may assign this Agreement with the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.
- 6.1.2 The DG Customer shall have the right to assign this Agreement, with the consent of Grenlec, for collateral security purposes to aid in providing financing for the Small Generating Facility.
- 6.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial and credit obligations as the DG Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder, except as authorized by this Agreement.

6.3 Indemnity

- 6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 6.2.
- 6.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 6.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defence of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 6.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 6.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

6.4 Force Majeure

- 6.4.1 As used in this article, a Force Majeure Event shall mean "any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."
- 6.4.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is

taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

6.5 Default

- 6.5.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 6.5.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 6.5.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 7. GrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecGrenlecConfidentiality

- 8.1 Confidential Information shall include without limitation, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the DG Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 8.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or

release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfil obligations under this Agreement, or to fulfil legal or regulatory requirements.

Article 8. Disputes

- 9.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 9.2 In the event of a dispute, a Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 9.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, the dispute shall be referred to a single Arbitrator to be mutually appointed.
- 9.4 If the parties are not able to agree upon a single Arbitrator then three Arbitrators shall be appointed, one by each party and a third by the two arbitrators. The Arbitration shall be carried out in accordance with the Arbitration Act Cap. 19 of the Laws of Grenada.
- 9.4 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.

Article 9. Taxes

- 10.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Inland Revenue requirements.

Article 10. Miscellaneous

10.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of GRENADA. This Agreement is subject to all Applicable Laws and Regulations.

10.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by the Parties.

10.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favour of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

10.4 Waiver

10.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

10.4.2 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by DG Customer shall not constitute a waiver of the DG Customer's legal rights to obtain an interconnection from Grenlec. Any waiver of this Agreement shall, if requested, be provided in writing.

10.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for or any condition to, either Party's compliance with its obligations under this Agreement.

10.6 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.7 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and

independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

10.8 Security Arrangements

Infrastructure security of the Grenlec equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security, and DG Customer interconnected to the Grenlec System shall comply with utility best practice recommendations.

10.9 Environmental Releases

Each Party shall notify the other Party first orally and then in writing, of the release of any hazardous substances, any insulating oil, asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

10.10 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

10.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Grenlec be liable for the actions or inactions of the DG Customer or its subcontractors with respect to obligations of the DG Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

10.10.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer: _____
Print or Type Name of Organization

Grenada Electricity Services Ltd:

BY: _____
Signature: Authorized Representative

BY: _____
Signature: Chief Engineer or Designate

Name: _____
(Print or Type Name)

Name: _____
(Print or Type Name)

Title: _____

Title: _____

Witness: _____
Signature: Grenlec Representative

Account Number: _____

Meter No: _____

D Capacity: _____

Commission Date: _____

Attachment 1. Glossary of Terms

Affected Party or Parties – The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System – Any electric system that is within the Control Area, including, but not limited to, generator owned facilities, or any other electric system that is within the Control Area that may be affected by the proposed interconnection.

Affiliate – With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Applicable Laws and Regulations – All duly promulgated applicable local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of the Governmental Authority.

Business Day – Monday through Friday, excluding Public Holidays.

Default – The failure of a breaching Party to cure its Breach.

Distribution System – Grenlec’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances.

Distribution Upgrades – The additions, modifications, and upgrades to Grenlec’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility to effect the DG Customer's wholesale sale of electricity. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

Generating Facility Capacity – The maximum gross megawatt electrical output at an ambient temperature of 32°C of the Generating Facility and the aggregate maximum gross megawatt electrical output of the Generating Facility at an ambient temperature of 32°C where it includes multiple energy production devices.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any governmental regulatory or administrative agency, court,

commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, or its Affiliates or subsidiaries, that proposes to interconnect its Small Generating Facility with the Grenlec System.

Interconnection Facilities – Grenlec’s Interconnection Facilities and the DG Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Grenlec System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, or Transmission Upgrades.

Interconnection Request – The Interconnection Request shall mean a DG Customer’s request to interconnect a new Generating Facility to the Grenlec system

Interconnection Service – The service provided by Grenlec, associated with interconnecting the DG Customer’s Generating Facility to the Grenlec System and enabling the receipt of electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Interconnection Agreement.

Material Modification – (i) Those modifications to the technical data provided by the DG Customer or to the interconnection configuration, requested by the DG Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design; or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; or (ii) a change to the design or operating characteristics of an existing Generating Facility that is interconnected with the Grenlec System and which may have a significant adverse effect on the reliability or operating characteristics of the Grenlec System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which the delay is beyond the DG Customer’s control.

Notice of Dispute – A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

Operating Requirements – Any operating and technical requirements that may be applicable due to Grenlec requirements, including those set forth in the Interconnection Agreement.

Party, Parties – Grenlec, DG Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Grenlec System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility

Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Small Generating Facility – A Generating Facility having a Generating Facility Capacity of 5 MW or less.

Upgrades – The required additions and modifications to the System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2. Description and Costs of the Small Generating Facility, Interconnection Facilities and Metering Equipment

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or Grenlec. Grenlec will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Grenlec Owned Equipment:

Total **\$**

Customer X Owned Equipment:

Total **\$**

Attachment 3. One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities and Metering Equipment

Attachment 4. Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone	Date	Responsible Party
1			
2			
3			
4			
5			
6			
7			
8			

Agreed to by:

Grenlec _____ Date _____

For the Interconnection Customer _____ Date _____

Attachment 5. Additional Operating Requirements for the Grenlec System Needed to Support the DG Customer's Needs

Refer to Grenlec's Interconnection Policy Section x.x.x.x Category x:

Attachment 6. Payment Schedule for System Upgrades

The Customer shall reimburse Grenlec for DISTRIBUTION UPGRADES as described in Attachment 2, per the following schedule:

Percentage Payment	Value (EC\$)	Milestone
75%		Notice to Proceed
25%		Upon completion of installation of interconnection service.