



ROOFTOP SOLAR PROGRAM RULES

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Definitions

1. In these rules a word or an expression to which a meaning has been assigned in the Botswana Energy Regulatory Authority Act, 2016 bears that meaning and, unless the context otherwise requires: -
 - “access” means a participant’s access to Botswana Power Corporation’s (BPC) electrical system in order for that participant to be provided with electricity from such network;
 - “Authority” means the Botswana Energy Regulatory Authority;
 - “avoided costs” means the incremental costs to BPC of electric energy or capacity or both which the utility would generate itself or purchase from another source
 - “billing cycle” or “billing period” means the period for which the electricity bill is raised by BPC;
 - “certified” means judged to have the required qualifications and competency in an area of profession or trade by a competent Authority
 - “connection charge” means a charge levied by BPC for access or open access to its distribution system;
 - “contracted demand” means the demand in kilowatt (kW) or kilovolt ampere (kVA) as mutually agreed between BPC and the consumer, and as entered into in an agreement in which BPC makes a commitment to supply in accordance with the terms and conditions contained therein; or equal to the sanctioned load, where the contract demand has not been provided in such agreement;
 - “day” means a business day and excludes Saturday, Sunday, and legal holidays of Botswana;
 - “BPC” means the Botswana Power Corporation;
 - “electrical installation” means the entire electrical installation on a consumer’s premises including all material, equipment and appliances used or intended to be used for or in connection with the provision of electricity to the consumer’s premises, but does not include the service apparatus or any part of the connection installed by BPC;
 - “electric distribution system” means that portion of an electric system which delivers electricity from transformation points on the distribution system to points of connection at a consumer’s premises;
 - “excess generation” or “net exports” means that, in a billing period, a net metered participant is a net exporter of electricity to the national distribution grid;
 - “generator” means any device which converts energy not derived from BPC’s electric distribution system into electrical energy;
 - “fee” means a fee prescribed in these rules in the form Annexure E payable to BPC for services provided by BPC;
 - “form” means a form used for application for participation in net metering;
 - “interconnection agreement” has the same meaning as contemplated in the rooftop solar guidelines;

“interconnection point” means the interface of the rooftop solar PV system generator with the outgoing terminals of the meter/BPC’s cutouts/switchgear fixed in the premises of the participant;

“invoice” means a monthly bill or supplementary bill, or monthly invoice or supplementary invoice, as the case may be, raised by BPC;

“licensor” means either the Authority or the Botswana Power Corporation or both, depending on what the case may be, in these rooftop solar rules;

“licensee’s tariffs” means all tariffs, whether or not contained in BPC’s schedule of approved tariffs, charged by BPC against a consumer, in connection with the provision of electricity;

“methodology”, when referred to as a methodology of the Authority, may include a policy, framework, guideline, principle or any other similar instrument;

“net metering” means a system of metering electricity under which electricity is generated and consumed by a participant and a surplus delivered to BPC’s electric distribution system and may be used to offset electric energy provided by BPC to the participant during an applicable billing period;

“net metering arrangement” means an arrangement under which a rooftop solar PV system generator with net meter installed at a participant’s premises delivers surplus electricity, if any, to BPC after setting off the capacity of electricity supplied by BPC during the applicable billing period;

“network stability” means the ability of an electrical network to cope with: -

- a) changes in the operational conditions including prolonged over voltage, faults, switching large loads or generators on and off or lightning strikes; and
- b) network instability which may lead to the total loss of power to sections of the electrical network or to the entire electrical network;

“parallel operation” means the operation of on-site generation by a consumer while the consumer is connected to the electric distribution system of BPC;

“participant” means a residential, commercial or industrial consumer of a licensee that generates electricity on the consumer’s side of the billing meter from rooftop solar PV system that is primarily intended to offset part or all of the consumer’s electricity requirements;

“point of common coupling” means the point in the interconnection of a participant generator with an electric distribution system;

“point of supply” means the point, as determined by BPC, at which electricity is provided to a participant’s premises;

“premises” means and includes rooftops or any areas on the land, building or infrastructure or part or combination thereof in respect of which a separate meter has been provided by BPC for the supply of electricity;

“prepayment meter” means a meter or device capable of allowing and recording the flow of pre-purchased amounts of electrical energy in an electrical circuit;

“rooftop solar PV system” means the solar photovoltaic power system installed on a participant’s premises, and owned and/or operated by such participant or by a third party, that uses sunlight for direct conversion into electricity through photovoltaic technology;

“rules” means these rooftop solar rules;

“schedule of approved tariffs” means a BPC’s schedule of approved tariffs as contemplated in section 57 of the Act;

“service apparatus” means any protective device, meter and prepayment meter, load controller, connection terminal or other apparatus belonging to a licensee and installed on a consumer’s premises and which is primarily used to control, switch and measure the electricity provided to the consumer’s premises;

“mini scale infeed generator” means rooftop solar PV system with a capacity of equal or less than 100kW

“small scale in-feed generator” means rooftop solar PV system with a capacity of more than 100kW but equal or less than 1000kW;

“the Act” means the Botswana Energy Regulatory Authority Act, 2016.

Objectives of the Rules

2. (1) The objectives of these rules are to regulate the implementation of the Rooftop Solar Program as required under the Rooftop Solar Guidelines to: -
 - (a) ensure: -
 - (i) efficient functioning and development of rooftop solar PV system generators;
 - (ii) efficient net metering programme;
 - (iii) a fair and equitable net metering programme;
 - (b) promote net metering to reduce demand through more environmentally friendly rooftop solar PV system generators which allow participants a reasonable rate of return to offset electricity consumption;
 - (c) establish a regulatory environment within which the Authority can effectively exercise control over net metering and improve regulatory predictability;
 - (d) promote the generation of additional power into the national grid, reducing the investment requirements of BPC and conventional independent power producers.

Grid interconnection and operations

3. (1) The interconnection and operation of rooftop solar PV system installations must be in accordance with these rules and must comply with the relevant connection specifications of BPC.
 - (2) For the purpose of these rules, solar rooftop guidelines, the Act and any other relevant existing legislation contemplated in sub-rule (1): -
 - a) all mini scale and small scale infeed generators are as per the definitions.

- (3) BPC must endeavor to expedite the interconnection process for both mini and small scale in-feed generators.
- (4) For the purpose contemplated in sub-rule (3) BPC must make use of Annexure A of these rules.
- (5) All rooftop solar PV system installations must comply with the relevant connection specifications of BPC, applicable grid code, the Botswana Bureau of Standards and any other relevant internationally recognized PV installation standards as may be specified by the Authority and BPC from time to time.
- (6) For the purpose of these rules, solar rooftop guidelines, the Act and any other relevant international standards contemplated in sub-rule (5), the Licensor shall provide the recommended and applicable minimum technical standards on its website, as well as reference them within the Interconnection Agreement's terms and conditions to ensure full compliance.
- (7) The Authority must exercise its functions and perform its duties under the Act, these rules and other relevant existing legislation with due recognition of the objectives set out in rule 2.
- (8) The installation and maintenance of rooftop solar PV system generators must only be performed by competent personnel registered with the Engineers' Registration Board of Botswana or certified Electricians and Technicians.

Generation Capacity limits

4. (1) The on-site generation capacity of each net metered facility must not exceed the lower of the main electricity supply circuit breaker current rating converted to the kVA of the facilities for BPC.
- (2) The aggregate generation capacity of net metered facilities in a particular BPC's license area shall be determined by BPC in accordance with BPC's electrical infrastructure capacity and thermal ratings upstream of net metered facilities, and limits imposed by the distribution network's stability requirements as determined by technical studies performed by, and practical experiences of, BPC.
- (3) BPC must inform the Authority in detail of any aggregate generation capacity limits contemplated in sub-rule (2), and the reason thereof, for the aggregate generation capacity limits, within a reasonable period of such limits becoming known to BPC.
- (4) The aggregate generation capacity limits contemplated in sub-rule (3) are subject to the technical appraisal and approval of the Authority before implementation.
- (5) BPC shall provide information to the Authority and on its website regarding the generation capacity limits on each distribution connection point for connecting rooftop solar PV system generators under the net metering arrangements within three months from the date of public notification of these rules. BPC shall thereafter update the generation capacity available and the cumulative capacity of the rooftop solar PV systems installed under the net metering arrangement quarterly, and provide the information to the Authority and on its website during the month following the close of the relevant quarter.

Application for participation in Rooftop Solar Program

5. (1) For generating capacity of a consumer's rooftop solar PV system:
- a) in the case of domestic system, the onsite generating capacity of the net metering installation/s shall not exceed the allocated capacity limits specified in the Rooftop Solar Guidelines, and such a consumer is eligible to apply online to BPC to be a participant of net metering;
 - b) in the case of commercial & industrial system, where the generating capacity of the net metering installation/s exceeds one hundred kilowatts (100kW) and up to the allocated capacity limit specified in the Rooftop Solar Guidelines, such consumer is eligible to apply online to BPC, and BPC shall automatically submit the application to the Authority, to be a participant of net metering. Over and above the Permit, the Commercial & Industrial consumer must obtain a License as per the provisions of Licensing Requirements of the Electricity Supply Act of 2016.

(2) BPC must approve successful applications and connect the participants in the distribution grid area on a non-discriminatory arrangement on first-come-first-serve basis until the limits contemplated in sub-rule 4(2) are reached.

(3) Any person wishing to participate in net metering must complete Annexure A form, indicating the capacity the participant intends to generate, and submit to BPC for appraisal. The capacity of the rooftop solar PV system generator to be connected to the electric distribution system must not exceed 110% of the consumer's demand over the 12-month period immediately preceding the date of application.

(4) BPC shall, no later than 21 (twenty-one) working days for mini scale in-feed generators, or 30 (thirty) working days for small scale generation, after receiving an application form assess and verify that the application form has been properly completed, and if so satisfied shall, within the applicable period and in accordance with the type of system contemplated in sub rule (1), make a decision on the application by notifying the applicant by remitting to the applicant a copy of the application whereon it shall be indicated whether the licensor: -

- a) approves the application unconditionally; or
- b) approves the application subject to specified conditions; or
- c) rejects the application for specified reasons and a list of additional information or modification to the participant's facility which would be required in order for the applicant to obtain approval under the level of interconnection the participant applied for;

provided that, before the licensor approves an application for net metering, an assessment is undertaken in terms of sub-rule 4(2) as to whether a participant's interconnection equipment is considered capable of interconnected operation when it has been tested by BPC for continuous interactive operation with BPC grid.

(5) If within the prescribed period the licensor finds that the application form has not been properly completed or that further information in connection with an application is required, the licensor must remit a copy of the application back to the applicant to enable the applicant to take the remedial action or furnish the additional information requested (in which event the twenty-one (21) day, or thirty (30) day, period contemplated in sub rule 4 shall run from the date when the applicant resubmits the application back to the licensor having taken the remedial action or furnished the additional information requested):

Provided that, the participant will have ten (10) working days after receipt of the list to submit the listed information or to request an extension of time to provide such information and if the

participant does not provide the listed information or a request for an extension of time within the deadline, the application will be deemed withdrawn.

(6) After a decision on an application is made, the licensor shall notify the applicant, within five (5) working days, of the granting or rejection of the application for a permit or licence by giving the applicant a copy of the application whereon it is indicated whether the application is granted or rejected and, if rejected the reasons for the rejection.

(7) All applicants for the program shall not provide information in or together with an application knowing that such information is false or not having reasonable grounds for believing that such information is true.

Interconnection Agreement (ICA)

6. (1) After BPC is satisfied with the information submitted in the application for interconnection, BPC will authorize the consumer to construct the PV system through a conditional Interconnection Agreement (ICA) developed by BPC and approved by the Authority. The conditional ICA will be signed by the consumer and BPC, prior to the installation, agreeing to install the system as per the terms and conditions of the standardized conditional ICA.

(2) For the purpose contemplated in sub-rule (2), the maximum allowable time for construction of solar rooftop PV system shall be sixty (60) calendar days for mini scale in-feed generators, and 90 calendar days for small scale in-feed generation systems, effected from the date of a signed conditional ICA.

(3) Pursuant to the conditions of sub rule (2), for solar rooftop PV systems less than 100kW the conditional ICA will be signed by the consumer and BPC, whilst for solar rooftop PV systems greater than 100kW, the conditional ICA will be signed by the consumer and BPC, upon approval of a generation license by the Authority.

(4) A Permit, which constitutes an Interconnection Agreement and the Certificate of Completion shall be issued by BPC to the participant, once the installation and inspection of the system has been completed.

(5) Participant must pay: -

- a) interconnection/administrative costs; and
- b) shallow and deep connection charges e.g. metering installation, protections and switchgear systems etc,

associated with the installation of their generating facilities, as determined in the connection charge policy of Botswana.

(6) Once an interconnection has been approved, BPC shall not require a participant to test its facility except for the following: -

- a) an annual test in which the participant's facility is disconnected from the BPC's equipment to ensure that the rooftop solar PV system installation stops delivering power to the grid; and
- b) any manufacturer-recommended testing.

(7) The licensor shall have the right to inspect a participant's facility both before and after interconnection approval is granted, during business hours and with reasonable prior notice to the participant: provided that if the licensor discovers the participant's facility is not in compliance with the requirements of the rules and the relevant connection specifications of BPC and the non-compliance adversely affects the power quality, safety and reliability of the electric system, BPC may effect disconnection of the participant's facility until it complies with this rule.

Compliance of participant facility

7. (1) A rooftop solar PV system generator applied for must comply with the provisions of this rule.
- (2) No licensor shall charge a participant any fee or charge other than fees approved by the Authority.
- (3) The licensor that charges any fee other than the application fees set forth above shall provide the participant with a bill that includes a clear explanation of all charges.
- (4) For interconnection of a proposed rooftop solar PV system generator: -
 - a) that utilizes inverter based protective functions to an area network, the aggregate electricity output on the load side of network protective devices, will not exceed 10% of the annual load on the network or 100kW;
 - b) to area networks that do not utilize inverter based protective functions or inverter based generators that do not meet the requirements of sub rule a), the generator must utilize reverse power relays or other protection devices and methods that ensure no import of power into the participant's generator that could adversely affect protective devices on the network circuit.
- (5) The proposed rooftop solar PV system generator: -
 - a) in aggregate with other generation on the distribution circuit, will neither cause any distribution protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or participant's equipment on the system, to exceed 90 percent of the short circuit interrupting capability; nor is the interconnection proposed for a circuit that already exceeds 90 percent of the short circuit interrupting capability;
 - b) in aggregate with other generation interconnected to the distribution low voltage side of the substation transformer feeding the distribution circuit where the generator proposes to interconnect, will not exceed 100kW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g. 3 or 4 distribution voltage level busses from the point of common coupling);
 - c) must not exceed the capacity of the participant's existing electrical service, therefore no construction of facilities by BPC on its own system shall be required to accommodate the rooftop solar PV system generator.
- (6) The proposed generator's point of common coupling must be on a distribution line.
- (7) Subject to sub-rule (6), where a participant's generator complies with all applicable standards above, the facility shall be considered to be in compliance with the technical requirements of this rule and BPC shall not require a participant to install additional controls including but not limited to a utility

accessible disconnect switch, perform or pay for additional tests, or purchase additional liability insurance in order to obtain approval to interconnect except as agreed to by the participant.

- (8) Additional protection equipment not included with the certified generator or interconnection equipment package may be added at BPC's discretion as long as the performance of the system is not negatively impacted in any way and the participant is not charged for any equipment in addition to that which is included in the certified equipment package.
- (9) Pursuant to sub-rule (6) in such a case, BPC shall offer to perform additional review to determine whether minor modifications to the electric distribution system (e.g. changing meters, fuses, or relay settings) would enable the interconnection to be made consistent with safety, reliability and power quality:
 - Provided that, BPC shall provide to the applicant an estimate of the costs of such additional review, or such minor modifications and shall undertake the additional review or notifications only after the applicant consents to pay for the review or modifications.
- (10) In addition to sub-rule (8), BPC shall provide to the participant, prior to the start of the interconnection study, an estimate of the number of hours that will be needed to complete the interconnection study, and an estimate of the total interconnection study fee.
- (11) The participant shall be responsible for the safe operation, maintenance and rectification of any defect in the rooftop solar PV system up to the point of the net meter beyond which point such responsibility, including in respect of the net meter, shall be that of BPC:
 - provided that the rooftop solar PV generator meter specified shall be maintained by BPC.
- (12) The participant shall provide appropriate protection for islanding of the rooftop solar PV system from the electric distribution system of BPC in the event of grid supply failure.
- (13) Subject to sub-rule (12), to prevent a net metering participant from back-feeding a de-energized line, a net metering facility shall have a visibly open, lockable, manual, disconnect switch, which is accessible by BPC and clearly labelled.
- (14) The participant may install a rooftop solar PV system with or without battery backup provided that if the participant opts for connectivity with a battery backup, the inverter shall have a separate backup wiring to prevent the battery/decentralized generation (DG) power from flowing into the grid in the absence of grid supply, and that an automatic as well as manual isolation switch shall also be provided.
- (15) The requirement for a manual disconnect switch shall be waived if the following conditions are met: -
 - (a) that the generation system is designed to shut down or disconnect and cannot be manually overridden by the participant upon loss of BPC power;
 - (b) that the generation system is warranted by the manufacturer to shut down or disconnect upon loss of BPC power; and
 - (c) that the generation system is properly installed and operated, and inspected and tested by BPC.

- (16) BPC shall have the right to disconnect the rooftop solar PV system from its electric distribution system at any time in the event of any threat of accident or damage:
provided that, the participant may use his or her rooftop solar PV system in islanding mode for his or her own consumption.
- (17) The quality of electricity supplied from and to the rooftop solar PV system must be in accordance with BPC Quality of Supply and Service Standards and, in particular, the quality of supply and service implementation and benchmarking framework, unless otherwise directed in writing by BPC to the participant, after consultation with the Authority.
- (18) BPC must install power quality measurement points at strategic locations close to rooftop solar PV systems concentration areas when required and in accordance with the applicable Quality of Supply and Service Standards.
- (19) BPC must: -
- a) revise its voltage control and protection systems and philosophies for the presence of rooftop solar PV generation; and
 - b) in conjunction with the Authority, regularly conduct technical network stability studies when distributed rooftop solar power reaches large proportions.

Issuance, duration, surrender and renewal of licence or permit

8. (1) Every permit shall be valid for a period specified in the Rooftop Solar Guidelines and may be renewed on conditions specified by the licensor.
- (2) If an application for approval by a participant is successful (whether with or without conditions) the licensor shall: -
- a) inform the applicant accordingly; and
 - b) issue to the applicant a licence or permit; and
 - c) make an appropriate entry in the net metering participant register.
- (3) Upon expiry of a license or permit, the licensor shall notify a participant within specified number of days before permit expiry date and a participant may make an application for renewal of a licence or permit.

Suspension or cancellation of permit and license

9. (1) A licensor may at any time suspend (for a period not exceeding sixty (60) days) or cancel any license or permit of operation if the licensor has reasonable grounds for believing that: -
- a) the licence or permit was issued in error or through fraud or misrepresentation or non-disclosure of a material fact by the participant; or
 - b) the participant has contravened any provision of the Act or these rules or any condition of his or her licence or permit; or
 - c) the participant has ceased the licensed operations.

(2) When the licensor is satisfied for any reason specified in sub-rule (1) that the licence or permit concerned should be suspended or cancelled, the licensor shall, by notice in writing inform the participant, of the decision to suspend or cancel the license or permit or take such other action as it considers appropriate within 14 days.

(3) The penalty of suspension is only available where there has been a contravention of any provision of the Act or these rules or any condition attaching to approval which, in the opinion of the licensor, is a contravention that can be easily or speedily remediated by the participant:

Provided that: -

- a) if after the expiry of the period of suspension the participant has not taken the remedial action, the licensor shall forthwith cancel the licence or permit; or
- b) on good cause shown by the participant, the licensor may extend the suspension for a period not exceeding thirty (30) days to allow the participant to take the required remedial action.

(4) The licensor shall immediately make an appropriate entry in the register created in line with rule 11 where he or she suspends or lifts a suspension of any licence or permit or cancels it in accordance with these rules.

Amendment and replacement of licence or permit

10. (1) A licensor may at any time amend a licence or permit, or any terms or conditions attached to it: -

- a) to correct any error in the licence or permit; or
- b) if the participant requests the amendment; or
- c) if the licensor considers the amendment necessary to reflect the true nature of the participant's activities; or
- d) if for any other reason the licensor considers the amendment necessary or desirable in the interest of the environment or in the public interest.

(2) The licensor shall notify the participant in writing of its intention to amend a licence or permit on a ground referred to in sub-rule (1)(a), (c) or (d) and shall call upon the participant to show cause; within 14 days from the date of the notice, why the license or permit should not be amended.

(3) where a participant requests an amendment to his or her certificate, he or she shall make an application to the licensor therefor, together with the prescribed fee, if any.

(4) Where a licence or permit is lost or destroyed, the participant may apply to the licensor together with the prescribed fee if any, for a replacement licence or permit:

Provided that if the participant finds the lost licence or permit he or she shall forthwith surrender it to the licensee.

Rooftop Solar Program participant register

11. (1) BPC shall establish and maintain a register of the Rooftop Solar Program participants to be known as a Rooftop Solar Program participant register, in which the following shall be recorded:

- a) the name and address of every participant;
- b) the classification/categorisation of each participant i.e. either domestic or commercial/industrial or government
- c) the date of approval and the date of commissioning;

- d) the total number of the Rooftop Solar Program participant facilities in total and by category;
- e) the individual and total rated generating capacities of the Rooftop Solar Program participant facilities;
- f) the individual and total monthly number of kWh received from the Rooftop Solar Program participants; and
- g) the total estimated annual amount of kWh produced by Rooftop Solar Program participants.

(2) BPC shall, at the request of the Authority, make available a copy of its register or any extract thereof free of charge:

Provided that in the case of the whole register the Authority shall not request more than one copy per quarter of a calendar year.

(3) BPC shall keep and maintain the register in a secure electronic form.

Metering Arrangement

12. (1) All net metered installations must comply with the relevant connection specifications of BPC, for the purpose of metering under these rules.

(2) The net metering arrangement shall be provided with meter or meters which shall provide the following additional information to BPC for every billing cycle: -

- a) total energy consumption by the participant;
- b) energy generated by the rooftop solar PV system;

(3) The cost of new or additional meter(s), including the cost of replacement, shall be borne by the participant. Meter(s) shall be installed and maintained by BPC. No meter rentals shall be charged from the participant.

(4) It shall be BPC's responsibility to satisfy itself regarding the accuracy of the meter(s) before it is installed.

(5) The meter reading taken by BPC shall form the basis of all commercial settlements.

(6) Meters for rooftop solar PV system generators must: -

- a) be at least a meter capable of measuring electricity flow in forward and reverse direction with four quadrant capability;
- b) be as prescribed by BPC subject to the approval of the Authority;
- c) comply with all the meter standards as specified in the BPC Standards Requirements For Distribution Systems (SRDS)

Tariffs, Compensation of energy exported and billing

13. (1) BPC shall provide to participants electricity services at non-discriminatory rates that are identical, with respect to rate structure, retail rate components, and any monthly charges, to the rates that a participant would be charged if not a participant, including choice of retail tariff schedules.

(2) All tariff applications, adjudications, and revisions will be conducted in line with the standard procedures of the Authority as mandated in the Act and this rule.

- (3) For every kWh that the participant exports to the grid the participant shall receive a credit of 1kWh in the billing period for normal and off peak periods. However, during peak hours the rate will be on a rate higher than the 1:1 for other periods to encourage production of electricity at times of high demand.
- (4) No participant shall claim monetary compensation from BPC for energy (kWh) exported to BPC, except in accordance with sub-rule (9).
- (5) BPC must include the methodology of calculation and the avoided cost rate in the tariff approval process of the Authority.
- (6) The compensation methodology for net exports by participants must be cyclical rollover based on the financial calendar of BPC.
- (7) Electrical energy exports by participants to distribution networks up to the amount of electrical energy imports during the same billing period must be valued at: -
 - a) the average avoided energy cost of BPC, if the participant is not on a time-of-use tariff structure; or
 - b) the time-of-use avoided energy cost of BPC, if the participant is on a time-of-use tariff structure.
- (8) The billing and reconciliation procedures and conditions for cyclical rollover of excess generation or net exports are as follows: -
 - a) on a monthly basis a participant must be billed the charges applicable under the schedule of approved tariffs contemplated in the Act, but: -
 - i. only the charges relating to the kWh units, energy part, of the bill of the consumer are affected; and
 - ii. the fixed charge, part, non-energy part, of the bill of the consumer will not be credited with any net export energy from the generator of the consumer;
 - b) if the net exports of a participant is negative (the participant is a net importer) during the monthly billing period the participant must be billed for the energy supplied by BPC in accordance with the schedule of approved tariffs contemplated in the Act and the participant must be credited for its exports in accordance with sub-rule (3);
 - c) if the net exports of a participant is positive during the monthly billing period the participant must be billed for the energy supplied by BPC in accordance with the schedule of approved tariffs contemplated in the Act and the participant must be credited for its exports, up to its imports during the same billing period, in accordance with sub-rule (3); and
 - d) the net exports contemplated in paragraph c) must: -
 - i. be credited to the next monthly billing period;
 - ii. not be monetarily compensated by BPC; and
 - iii. be carried over in cyclical and must allow the participant to offset any future electricity purchases relating to the kWh units, energy part, from BPC using these credits.

- (9) Credits shall be carried forward for a duration of twelve (12) months, known as banking, upon which time BPC shall reconcile the consumer bank and pay the consumer in monetary terms, and at the applicable avoided cost rate for the remaining credits.
- (10) The energy generated and the energy consumed should be clearly stipulated on each monthly bill.
- (11) BPC is not allowed to estimate the electricity consumed and generated by the participants during any billing period.
- (12) The meters of net metered participants must be read by BPC for every billing period.
- (13) Participants must: -
 - a) ensure that the meter is easily accessible and clearly marked in order to allow BPC to read the meter; and
 - b) grant BPC access to their property at least once a month for the purpose of maintaining and reading their meter.
- (14) The Authority may revise its fee/levy collection methodology, if any, to take into account that exports from participants are sold to other consumers through BPC and not BPC.
- (15) The Authority may revise its fundamental charging methodology to take into account that power generated and consumed on site by the participants is not charged.

Termination of net metering participation

14. (1) Where a participant wishes to terminate a net metering arrangement, the participant shall make an application to BPC to that effect.
 - (2) On receipt of an application made in terms of subsection (1) BPC shall treat the end of the service period as if it were the end of the annualized period and compensate the participant in monetary terms.
 - (3) If the participant closes the electricity account, any net exports (after subtracting the participant's consumption during the final billing period) shall expire.

Disputes

15. (1) Any person who is aggrieved: -
 - a) by a decision of the licensor to: -
 - i. reject an application in terms of rule 10; or
 - ii. grant an application subject to conditions;or
 - b) any other decision made by the licensormay appeal to the Authority in Form Annexure B (or in a substantially similar form) together with the prescribed fee within 14 working days from the date he or she is notified of the decision.
- (2) Subject to sub-rule 3, the period between the lodging of the appeal in terms of sub-rule (1) and its determination shall not exceed ninety days, and if the appeal has not been determined after that period it shall be deemed (except in the case of an appeal against the rejection of an application for approval or

conditional granting or suspension or cancellation of approval) to have been determined in favour of the appellant.

(3) An appellate authority may before deciding an appeal, request the appellant to make such further written submission or supply such further information as he or she considers will be of assistance in determining the appeal, in which event the thirty day period referred to in sub-rule (2) shall be extended by a further period of thirty days so that the appeal may be determined on a date no later than sixty days from the date when the appeal was lodged.

(4) On an appeal under this rule the appellate authority may confirm, vary or set aside the decision or action appealed against.

(5) Upon making its determination, the Authority shall notify the determination to the appellant and BPC by remitting back two copies of form Annexure B wherein the Authority states its reasons for the determination.

(6) If the determination is favourable to the appellant BPC shall within seven working days from the date of such notification, grant to the appellant the approval in question.

(7) For the avoidance of doubt, it is declared that where: -

- a) an appellant whose application for approval has been rejected or whose approval has been suspended or cancelled; and
 - b) the appeal has not been determined timeously in accordance with sub-rule (2);
- such appellant has a right to apply to the High Court to compel the appellate authority to furnish reasons why the determination of his or her appeal has not been made timeously and for such other relief that the High Court may grant.

Breach of Rules

16. Any licensee or installer who contravenes the provisions of these rules commits an offence and is liable to a fine or imprisonment or both as per the BERA Act.

Annexures A

Annexure A: Application For Participation In The Rooftop Solar Program Form

Eligibility Check List:

Please mark your answer with an "x" in the relevant box below		
1. Is the applicant a BPC customer that owns the premises where the facility will be located?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Will the solar facility be owned by the customer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Will the facility be located on the same premises as the meter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Is the applicant up to date with payments to BPC?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Will the facility be configured such that it can generate no more than 110% of the applicant's consumption for the past 12 months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Please note: you are only eligible for this program if you have answered "yes" to all of the questions above

Interconnection Applicant Contact Information

Name: _____ Surname: _____

City: _____ Telephone Number: _____

Physical Address: _____

Postal Address: _____

E-Mail Address: _____

Equipment Contractor

Name: _____

Surname: _____

City: _____ Telephone Number: _____

Physical Address: _____

Postal Address: _____

E-Mail Address: _____

Installer Information (if different from Equipment Contractor):

Name: _____ Surname: _____

City: _____ Telephone Number: _____

E-Mail Address: _____

Is the Installer registered with Engineer's Registration Board of Botswana:

Yes

No

Registration No? _____

Facility Information

Facility Address (if different from Customer Address) _____

Account Number of Facility site (existing BPC customers): _____

Facility Manufacturer: _____ Model _____

Type of Application: Initial

Addition

Initial Rating:

DC System Design Capacity: _____(kW) _____(kVA), Inverter Capacity
_____ (maximum AC kW),

AC System Design Capacity: _____(kW) _____(kVA)

Added Rating:

DC System Design Capacity: _____(kW)_____(kVA), Inverter Capacity
_____(maximum AC kW),

AC System Design Capacity: _____(kW)_____(kVA)

Total Rating: DC System Design Capacity: _____(kW)_____(kVA), Inverter Capacity
_____(maximum AC kW),

AC System Design Capacity: _____(kW)_____(kVA)

Estimated Commissioning Date: _____

Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification should be considered by the interconnection customer. The interconnection customer is not required to obtain general liability insurance coverage as a precondition for interconnection approval; however, the interconnection customer is advised to consider appropriate insurance coverage to cover the interconnection customer’s potential liability under this agreement.

Customer Signature

I hereby certify that: 1) I have read and understand the terms and conditions which are attached hereto by reference and are a part of this Agreement; 2) I hereby agree to comply with the attached terms and conditions; and 3) to the best of my knowledge, all the information provided in this application request form is complete and true. I consent to permit the BERA and interconnecting utility to exchange information regarding the generating system to which this application applies.

Title: _____ Date: _____

Interconnection Customer Signature: _____

.....

Conditional Agreement to Interconnect Small Generator Facility

Receipt of the application is acknowledged and, by its signature below, the BPC has determined the interconnection request is complete. Interconnection of the small solar generator facility is conditionally approved contingent upon the attached terms and conditions of this Agreement and the return of the attached Certificate of Completion duly executed.

BPC Signature: _____ Date: _____

Printed Name: _____ Title: _____

ANNEXURE B

Serial No.: -----

NOTICE OF APPEAL

Explanatory notes

- i. Three copies of this notice must be completed by the appellant, one of which the appellant must deliver to the Authority.
- ii. A copy of the notification of the decision being appealed against must be attached to this Form.
- iii. Appellant has 14 days from date of notification of the decision to make this appeal.
- iv. If the spaces provided in this Form are insufficient the appellant may affix attachments to this Form.

Appeal against decision of: -----

Lodged on this -----day of ----- (month) ----- (year)

DETAILS OF APPEAL

I, -----
(Name of the appellant)

of -----
(Address of appellant)

am aggrieved by (tick the appropriate box):

1.	the _____'s decision to reject an application for approval for net metering/ interconnection review (<i>delete inapplicable</i>)
2.	the decision of _____ to cancel an approval for net metering (<i>delete inapplicable</i>)
3.	the decision of _____ to suspend an approval for net metering (<i>delete inapplicable</i>)
4.	other (<i>specify</i>) ----- ----- -----

Accordingly, I wish to appeal to the Chief Executive Officer of BERA to reverse or rectify the aforementioned decision.

The following, in brief, are the facts and grounds on which this appeal is based (*if the space provided below is inadequate, not more than two pages containing details of the grounds of the appeal may be attached to this Form*):

Signature of person noting the appeal: -----

If signed in a representative capacity, state in what capacity, you are signing this Form:

FOR OFFICIAL USE ONLY

Received by the appellate authority (*delete inapplicable*)

I, the Chief Executive Officer of BERA having considered this appeal

(a) I am unable to make a determination until I receive the following information or documents from the appellant, or the Chief Executive Officer of BPC: -----

(b) I have determined that the appeal should be: -

(i) Granted in favour of the appellant: -----

(ii) Granted subject to the following conditions: -----

(c) have determined that the appeal should be: -

(i) Rejected in against the appellant: -----

Annexure C1

Interconnection Agreement to Interconnect (Certified Small Customer-Owned Facilities Equal or Less than 100kW)

Terms and Conditions for Botswana Rooftop Interconnection

- 1) **Construction of the Customer - Owned Solar Generation Facility.** The customer may proceed to construct the facility once the Conditional Agreement to Interconnect an equal or less than 100kW Facility has been signed by the BPC.
- 2) **Final Interconnection and Operation.** The customer may operate the facility and interconnect with the BPC's Electric Distribution System after all the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the customer will cause the facility to be inspected by a licensed technician or engineer as defined in Section 1. Of the Guidelines who shall establish that the facility meets the requirements of the Botswana Power Corporation.
 - b) **Certificate of Completion:** The customer shall provide the BPC with a completed copy of the Interconnection Agreement Certificate of Completion, including evidence of the electrical inspection performed by the licensed technician or engineer. The evidence of completion of the electrical inspection may be provided on inspection forms used by the inspector. The Interconnection request shall not be finally approved until the BPC's representative signs the Interconnection Agreement Certificate of Completion.
 - c) **Witness Test:** BPC has either waived the right to a Witness Test provided in Section 5.4.6 of the Guidelines in the Interconnection Request, or completed its Witness Test pursuant to the following:
 - i) Within five (5) business days prior to the estimated commissioning date, the BPC may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable standards;
 - ii) If the BPC does not perform the Witness Test within the 5-day period or such other time as is mutually agreed to by the parties, the Witness Test is deemed waived.
- 3) **Installation Requirements.** The facility is installed, operated and tested in accordance with the requirements of IEEE standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the interconnection request is submitted.
- 4) **Access.** The BPC shall have direct, unabated access to the disconnect switch and metering equipment of the facility at all times. The BPC shall provide reasonable notice to the customer when possible prior to using its right of access.
- 5) **Metering.** Any required metering shall be installed according to IEC 62053_23 - METERING standards

and tested by the BPC pursuant to any meter testing requirements that the BPC may have for new meter installations. Metering will be required for both **Energy** and Quality of Supply (**QoS**) and the specifications shall be aligned to the BPC requirements for compatibility with the BPC Central systems.

- 6) **Disconnection.** The BPC may temporarily disconnect the facility upon the following conditions:
 - a) For scheduled outages upon reasonable notice;
 - b) For unscheduled outages or emergency conditions;
 - c) If the facility does not operate in the manner consistent with this Agreement;
 - d) If the facility is creating a safety, reliability or a power quality problem;
- 7) **Indemnification.** The parties shall at all times indemnify, defend, and save the other party 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 performance or failure to perform under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.
- 8) **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 either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 9) **Termination.** The term of this Interconnection Agreement and/or Licence will be for 15 years, upon which time it will require renewal. The Agreement may be terminated under the following conditions:
 - a) By customer - The customer may terminate this application agreement by providing written notice to the BPC.
 - b) By the BPC - The BPC may terminate this Agreement if the customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30-calendar day remedy period. The termination date can be no less than 30 calendar days after the customer receives notice of its violation from the BPC.
- 10) **Modification of Facility.** The customer must receive written authorization from the BPC before making any changes to the facility, other than minor changes that do not have a significant impact on the safety or reliability of the Electric Distribution System as determined by the BPC, nor shall such modifications be permitted if they increase the capacity of the facility without following the procedures set forth in Section 5.5.2 of the Guidelines. If the customer makes such modifications without the BPC's prior written authorization, the BPC shall have the right to temporarily disconnect the facility.

- 11) **Permanent Disconnection.** In the event the Agreement is terminated, the BPC shall have the right to disconnect its facilities or direct the customer to disconnect its facility.
- 12) **Disputes.** Each party agrees to attempt to resolve all disputes regarding the provisions of these interconnection procedures pursuant to the dispute resolution process established by the Botswana Energy Regulatory Authority.
- 13) **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 Republic of Botswana. Nothing in this Agreement is intended to affect any other agreement between the BPC and the customer. However, in the event that the provisions of this agreement are in conflict with the provisions of a BERA Decision, the BERA Decision shall control.
- 14) **Survival Rights.** This Agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill rights or obligations that arose under the Agreement.
- 15) **Assignment/Transfer of Ownership of the Facility.** This Agreement shall terminate upon the transfer of ownership of the facility to a new customer, unless the new customer notifies the BPC of the change, its agreement to abide by the Terms and Conditions of the original Interconnection Agreement, and so notifies the BPC in writing prior to or coincident with the transfer of electric service to the new customer. Should an interconnection agreement terminate for failure of a new customer to provide appropriate written agreement within 30 days, the BPC shall notify the BERA the Interconnection Agreement has been terminated.
- 16) **Notice.** Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

a. If to Customer:

Use the contact information provided in the Agreement for the customer. The customer is responsible for notifying the BPC of any change in the contact party information, including change of ownership.

b. If to BPC:

Use the contact information provided on the BPC’s web page for Customer-Owned Solar Generation of Less than 35 kW.

**Botswana Power Corporation Interconnection Agreement Certificate of
Completion**

**(To be completed and returned to the BPC when installation is complete and final
electric inspector approval has been obtained)**

Interconnection Customer Information

Name: _____

Facility Address: _____

Installer

Check if owner-installed

Name: _____

City: _____

Telephone Number: _____

Physical Address: _____

Postal Address:

E-Mail Address:

Final Electric Inspection and Interconnection Customer Signature

The Small Generator Facility is complete and has been inspected by the approved registered engineer. A signed copy of the inspector's form indicating final approval is attached. The Interconnection Customer acknowledges that it shall not operate the Small Generator Facility until receipt of the final acceptance and approval by the BPC as provided below.

Signed: _____ Date: _____

(Signature of interconnection customer)

Printed Name: _____

Type of Application: New/Initial Growth/Increase DC System Capacity _____
KW

Check if copy of signed electric inspection form is attached

.....

Acceptance and Final Approval for Interconnection (for BPC use only)

The interconnection agreement is approved and the Small Generator Facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by BPC:

BPC Signature: _____

Date: _____

Printed Name: _____

Title: _____

Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the BPC. Use contact information provided on the BPC's web page for small generator interconnection to obtain mailing address/fax number/email address.

Annexure C2

Interconnection Agreement to Interconnect (Certified Small Business-Owned Facilities of 100kW or more)

Terms and Conditions for Botswana Rooftop Interconnection

- 17) **Construction of the Customer - Owned Solar Generation Facility.** The customer may proceed to construct the facility once the Conditional Agreement to Interconnect a 100 kW or more Facility has been signed by the BPC.
- 18) **Final Interconnection and Operation.** The customer may operate the facility and interconnect with the BPC's Electric Distribution System after all the following have occurred:
- a) **Electrical Inspection:** Upon completing construction, the customer will cause the facility to be inspected by a licensed technician or engineer as defined in Section 1 of the Guidelines who shall establish that the facility meets the requirements of the Botswana Power Corporation.
 - b) **Certificate of Completion:** The customer shall provide the BPC with a completed copy of the Interconnection Agreement Certificate of Completion, including evidence of the electrical inspection performed by the licensed technician or engineer. The evidence of completion of the electrical inspection may be provided on inspection forms used by the inspector. The Interconnection request shall not be finally approved until the BPC's representative signs the Interconnection Agreement Certificate of Completion.
 - c) **Witness Test:** BPC has either waived the right to a Witness Test provided in Section 5.4.6 of the Guidelines in the Interconnection Request, or completed its Witness Test pursuant to the following:
 - i) Within five (5) business days prior to the estimated commissioning date, the BPC may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable standards;
 - ii) If the BPC does not perform the Witness Test within the 5-day period or such other time as is mutually agreed to by the parties, the Witness Test is deemed waived.
- 19) **Installation Requirements.** The facility is installed, operated and tested in

accordance with the requirements of IEEE standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the interconnection request is submitted.

20) **Access.** The BPC shall have direct, unabated access to the disconnect switch and metering equipment of the facility at all times. The BPC shall provide reasonable notice to the customer when possible prior to using its right of access.

21) **Metering.** Any required metering shall be installed according to IEC 62053_23 - METERING standards and tested by the BPC pursuant to any meter testing requirements that the BPC may have for new meter installations. Metering will be required for both **Energy** and Quality of Supply (**QoS**) and the specifications shall be aligned to the BPC requirements for compatibility with the BPC Central systems.

22) **Disconnection.** The BPC may temporarily disconnect the facility upon the following conditions:

- a) For scheduled outages upon reasonable notice;
- b) For unscheduled outages or emergency conditions;
- c) If the facility does not operate in the manner consistent with this Agreement;
- d) If the facility is creating a safety, reliability or a power quality problem;

23) **Indemnification.** The parties shall at all times indemnify, defend, and save the other party 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 performance or failure to perform under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

24) **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 either party be liable to the other party for any

indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

25) **Termination.** The term of this Interconnection Agreement and/or Licence will be for 15 years, upon which time it will require renewal. The Agreement may be terminated under the following conditions:

- a) By customer - The customer may terminate this application agreement by providing written notice to the BPC.
- b) By the BPC - The BPC may terminate this Agreement if the customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30-calendar day remedy period. The termination date can be no less than 30 calendar days after the customer receives notice of its violation from the BPC.

26) **Modification of Facility.** The customer must receive written authorization from the BPC before making any changes to the facility, other than minor changes that do not have a significant impact on the safety or reliability of the Electric Distribution System as determined by the BPC, nor shall such modifications be permitted if they increase the capacity of the facility without following the procedures set forth in Section 5.5.2 of the Guidelines. If the customer makes such modifications without the BPC's prior written authorization, the BPC shall have the right to temporarily disconnect the facility.

27) **Permanent Disconnection.** In the event the Agreement is terminated, the BPC shall have the right to disconnect its facilities or direct the customer to disconnect its facility.

28) **Disputes.** Each party agrees to attempt to resolve all disputes regarding the provisions of these interconnection procedures pursuant to the dispute resolution process established by the Botswana Energy Regulatory Authority.

29) **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 Republic of Botswana. Nothing in this Agreement is intended to affect any other agreement between the BPC and the customer. However, in the event that the provisions of this agreement are in conflict with the provisions of a BERA Decision, the BERA Decision shall control.

30) **Survival Rights.** This Agreement shall continue in effect after termination to the extent necessary to allow or require either party to

fulfill rights or obligations that arose under the Agreement.

31) Assignment/Transfer of Ownership of the Facility. This Agreement shall terminate upon the transfer of ownership of the facility to a new customer, unless the new customer notifies the BPC of the change, its agreement to abide by the Terms and Conditions of the original Interconnection Agreement, and so notifies the BPC in writing prior to or coincident with the transfer of electric service to the new customer. Should an interconnection agreement terminate for failure of a new customer to provide appropriate written agreement within 30 days, the BPC shall notify the BERA the Interconnection Agreement has been terminated.

32) Notice. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

a) If to Customer:

Use the contact information provided in the Agreement for the customer. The customer is responsible for notifying the BPC of any change in the contact party information, including change of ownership.

b) If to BPC:

Use the contact information provided on the BPC’s web page for Customer-Owned Solar Generation of 100kW or more.

Botswana Power Corporation Interconnection Agreement Certificate of Completion
(To be completed and returned to the BPC when installation is complete and final electric inspector approval has been obtained)

Interconnection Customer Information

Name:

Facility Address:

Installer

Check if owner-installed

Name: _____

City: _____ Telephone Number:

Physical Address:

Postal Address:

E-Mail Address:

Final Electric Inspection and Interconnection Customer Signature

The Small Generator Facility is complete and has been inspected by the approved registered engineer. A signed copy of the inspector’s form indicating final approval is attached. The Interconnection Customer acknowledges that it shall not operate the Small Generator Facility until receipt of the final acceptance and approval by the BPC as provided below.

Signed: _____

Date: _____

(Signature of interconnection customer)

Printed Name: _____

Type of Application: New/Initial Growth/Increase DC System Capacity _____ KW

Check if copy of signed electric inspection form is attached

.....

Acceptance and Final Approval for Interconnection (for BPC use only)

The interconnection agreement is approved and the Small Generator Facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by BPC:

BPC _____ Signature: _____

Date: _____

Printed _____ Name: _____

Title: _____

Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the BPC. Use contact information provided on the BPC’s web page for small generator interconnection to obtain mailing address/fax number/email address.