

# THE ELECTRIC LIGHTING ACT

## The Jamaica Private Power Company Limited Supply of Electricity Licence, 1994

### 1. SHORT TITLE

This Licence may be cited as "The Jamaica Private Power Company Limited supply of Electricity Licence 1994".

### 2. INTERPRETATION

This Licence shall be read and construed subject in all respects to the provisions of the Electric Lighting Act ("The Act") any statutory modification, consolidation or re-enactment thereof and all regulations made pursuant thereto. Unless the context otherwise requires expressions in this Licence shall bear the same meanings ascribed to those expressions under the Act.

### 3. THE LICENSEE

The Licensee is for the purpose of this Licence - Jamaica Private Power Company Limited, a company duly incorporated under the laws of Jamaica, whose address for the purpose of this Licence is 100 Windward Road, Kingston 2 in the Parish of Kingston. The Licensee is a company incorporated in Jamaica.

### 4. GRANT OF LICENCE

The Licensee is hereby granted the Licence, right and privilege

(hereinafter called "this Licence") to develop, operate and maintain a slow speed diesel power generating station and related facilities ("the undertaking") and to privately sell and supply bulk electricity therefrom, subject however, to the provisions of the Act, the Power Purchase Agreement dated the 10<sup>th</sup> day of **October 1994** and entered into by the Licensee and Jamaica Public Service Company Limited ("the Power Purchase Agreement") and this Licence.

5. **DURATION**

Subject to the provisions herein contained the term of this Licence shall be thirty (30) years from the date hereof (hereinafter called "the date of the Licence") and this Licence may be extended on terms and conditions negotiated prior to the expiration of this Licence.

Nothing in this licence shall be construed as preventing the Licensee from delegating to any third party (with the prior consent of the Minister or any Public Utility Regulator) responsibilities relating to the operation and maintenance of the undertaking PROVIDED however, that such delegation shall not relieve the Licensee from any of the obligations herein imposed on the part of the Licensee required to be performed, and such delegated party shall not be required to obtain a separate licence.

**6. RATES/PRICES**

By reason of the provisions of the Power Purchase Agreement, the prices to be charged and/or rates to be applied by the Licensee in respect of the supply of electricity pursuant to this Licence shall be exempt from regulation by the Government, any agency of the Government or statutory body. Nothing herein contained should preclude any Public Utility Regulator from examining the prices so charged in order to satisfy himself that they are in accordance with the terms and conditions of the Power Purchase Agreement.

**7. REGULATION**

Save as expressly set out in this Licence and in the Power Purchase Agreement the Licensee shall be exempt from any further regulation or condition pursuant to Section 5(2)(a), (b), (d), (f) and (g); Section 5(5); Section 13 and Section 25 of the Act but shall be otherwise subject to the regime for the regulation of suppliers of bulk electricity.

**8. DISCHARGE OF OBLIGATIONS AND POWERS OF LICENSEE**

**8.01** The Licensee shall discharge its obligations and perform the duties imposed or authorized under the Act and any other applicable legislation or standards and shall enjoy the rights and exercise all powers conferred by such

legislation on undertakers authorized to supply electricity.

**8.02** The licensee shall not be obliged to undertake extension of any transmission or distribution lines to deliver the power generated, save as provided in the Power Purchase Agreement.

**8.03** The Licensee may exercise such rights and shall observe such conditions relating to easements, way leaves, entry of private property and the construction of any lines above or below ground, as may be prescribed by law. In addition the Licensee shall have the right to trim trees or shrubbery which may overhang any public way and may interfere with electric lines or cables constructed by the Licensee.

**8.04** If in the construction, maintenance and repair of its electric lines, it shall be necessary for the Licensee to disturb public ways and places or the plant of any other utility, the Licensee shall restore or pay the cost of restoring such public ways and places and utility plant to at least as good condition as they were before such disturbance.

**9. ASSIGNMENT OF LICENCE**

Subject to the provisions of the Power Purchase Agreement, the Licensee shall have the right at any time during the term of this Licence or any extension thereof to assign, or transfer this Licence to any company, firm, corporation, or individual acquiring substantially all of its assets.

**10. UNCONTROLLABLE FORCES**

The Licensee shall be excused for any non-compliance with this Licence caused by Uncontrollable Forces. For the purpose of this Licence, "Uncontrollable Forces" shall mean and include Acts of God, action taken by or against the Queen's enemies, riot, civil commotion, strikes and lockouts and other industrial disturbances, acts of public enemy, wars, blockades, insurrections, epidemics, landslides, hurricanes, lightning, earthquakes, storms, floods, washouts, arrests and restraints of Governments, wartime or other emergency Government controls, inability to obtain any requisite Government permits, fires, explosions, breakdown of machinery or equipment or other forces or causes of a similar nature not within the control of the Licensee and which by the exercise of diligence it is unable to prevent including but not limited to any event defined as a Force Majeure in the Power Purchase Agreement.

**11. REVOCAATION**

This Licence may be revoked before the expiration of the term hereof or any extension thereof, if the term be extended, by notice in writing served upon the Licensee, if the Minister upon charges being preferred with proper particulars shall have determined that the Licensee has, without just cause or excuse, failed to comply with this Licence which determination shall specify in exact detail the respects in which the Licensee has so failed **PROVIDED** that the Licensee shall be given reasonable time (no less than 30 days) and opportunity to remedy the failure so specified.

**12. RIGHTS OF ACTION RESERVED**

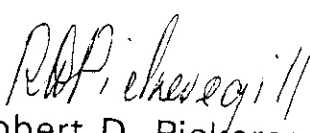
Nothing specified or contained in this Licence shall be construed as depriving the Licensee of its ordinary rights to appeal to Her Majesty's Courts to redress any wrongs it may suffer or to enforce any rights to which it may be entitled under this Licence or otherwise.

**13. ARBITRATION**

In the event of any difference whatever arising under this Licence between the Government and the Licensee or between the Minister and the Licensee the matter in difference shall be referred to arbitration in accordance with the Arbitration Act and the decision thereon shall be final and conclusive.

**14. NOTICES**

- 14.01** Any notice, document or other instrument required or permitted to be given or delivered to any person under any provisions of this Licence may be delivered or given by registered mail addressed to the person to whom the notice is to be given, or delivery is to be made, at its usual or last known address and if so given by mail shall be deemed to have been given or delivered five (5) days after the date on which it is deposited in the mail as registered mail. If notice is given or any document delivered other than by registered mail, as provided in the preceding sentence, such notice shall not be deemed to have been given or document delivered until it is actually received by the person to whom the notice is given or delivery is made.
- 14.02** Any person may change his address for the purposes of this clause by giving notice of such change by hand delivery, or registered mail, which change, however, shall not become effective until it is actually received by the person to whom the notice is addressed.

  
Robert D. Pickersgill  
Minister of Public Utilities, Mining and Energy