

**LONG ISLAND LIGHTING COMPANY d/b/a LIPA  
PARALLEL GENERATION AGREEMENT (PGA)  
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS  
WITH CAPACITY OF 300 kVA OR LESS TO BE OPERATED IN PARALLEL  
WITH RADIAL DISTRIBUTION LINES**

**Customer Information:**

**Name:**

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

\_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_

**LIPA Information:**

**LIPA  
175 East Old Country Road  
Hicksville, New York 11801  
Attn: Distributed Resource Management**

**DEFINITIONS**

**Dedicated Facilities-** means the equipment and facilities on LIPA's system necessary to permit operation of the Unit in parallel with LIPA's system.

**SIR or Interconnection Requirements** means the LIPA Interconnection Requirements for New Distributed Generation Units with a Capacity of 300 kVA or Less to be Operated in Parallel with Radial Distribution Lines.

**Unit-** means the distributed generation unit with a nameplate capacity of 300 kVA or less located on the Customer's premises at the time LIPA approves such unit for operation in parallel with LIPA's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Customer makes physical alterations to the Unit that do not result in (1) an increase in its nameplate generating capacity or (2) noncompliance with Interconnection Requirements. The nameplate generating capacity of the Unit shall not exceed 300 kVA.

## I. TERM AND TERMINATION

**1.1 Term:** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

**1.2 Termination:** This Agreement may be terminated as follows:

- a. The Customer may terminate this Agreement at any time, by giving LIPA sixty (60) days written notice.
- b. Failure by the Customer to seek final acceptance by LIPA within twelve (12) months after the execution of this Agreement unless LIPA consents in writing to an extension. LIPA's consent to such extension shall not be unreasonably withheld or delayed.
- c. Either Party may, by giving the other Party at least sixty (60) days prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. LIPA may, by giving the Customer at least sixty (60) days prior written notice, terminate this Agreement for cause. The Customer's noncompliance with an upgrade to the SIR shall constitute good cause.

**1.3 Disconnection and Survival of Obligations:** Upon termination of this Agreement the Unit will be disconnected from LIPA's system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

**1.4 Suspension:** This Agreement will be suspended during any period in which the Customer is not eligible for delivery service from LIPA.

## II. SCOPE OF AGREEMENT

**2.1 Scope of Agreement:** This Agreement relates solely to the conditions under which LIPA and the Customer agree that the Unit may be interconnected to and operated in parallel with LIPA's system. This Agreement is subject in all respects to the applicable provisions of LIPA's Tariff for Electric Service (Tariff) and any amendments thereof, and to the rates, charges, rules, regulations, and conditions therein set forth, as the same may be in effect from time to time, all of which are hereby referenced and made a part hereof. LIPA's Tariff for Electric Service may be examined by the Customer at any business office of LIPA. The furnishing of service to the Customer will be subject in all respects to lawful orders, rules, or regulations of the Long Island Power Authority or of any other governmental body having jurisdiction, and LIPA will not be liable for any inconvenience or damage to the Customer from the discontinuance or change of any of LIPA's facilities or the service therewith if such discontinuance or change be required by law or by lawful order, rule, or regulation of any governmental body, by any amendments to the Tariff for Electric Service or to maintain the safety or reliability of LIPA's system. The provisions of LIPA's Tariff for Electric Service pertaining to its liability for any loss, injury, casualty or damage of any kind are specifically incorporated by reference into this Agreement and are made a part hereof. All disputes arising out of this Agreement will be presented to the Long Island Power Authority for resolution in accordance with the complaint procedures set forth in LIPA's Tariff for Electric Service.

**2.2 Electricity Not Covered:** LIPA shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Unit and delivered into LIPA's System.

### III INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

**3.1 Compliance with SIR:** Subject to the provisions of this Agreement, LIPA shall be required to interconnect the Unit to LIPA's system, for purposes of parallel operation, if LIPA accepts the Unit as in compliance with the SIR. The Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR, as modified or amended.

**3.2 Observation of the Unit - Construction Phase:** LIPA may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever LIPA chooses to exercise its right to conduct observations herein it shall specify to the Customer its reasons for its decision to conduct the observation.

**3.3 Observation of the Unit - Fourteen-day Period:** LIPA may conduct onsite verifications of the Unit or observe the performance of verification testing within a reasonable period of time, not exceeding fourteen days, after receiving a written request from the Customer to begin producing energy in parallel with LIPA's system. LIPA may accept or reject the request to begin producing energy in parallel with LIPA's system, consistent with the SIR, based upon the verification test results.

**3.4 Observation of the Unit - Post-Fourteen-day Period:** If LIPA does not perform an on-site verification of the Unit or observe the performance of verification testing within the fourteen-day period, the Customer may begin to produce energy in parallel with LIPA's system after certifying to LIPA that the Unit has been tested in accordance with the verification testing requirements of the SIR and has successfully completed such tests. After receiving the certification, LIPA may conduct an on-site verification of the Unit and make reasonable inquiries of the Customer, but only for purposes of determining whether the verification tests were properly performed. The Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

**3.5 Observation of the Unit - Operations:** LIPA may conduct on-site verification of the operations of the Unit after the Unit commences parallel operations with the LIPA system if LIPA has a reasonable basis for doing so based on its responsibility to provide continuous and reliable service or as authorized by the provisions of LIPA's Tariff relating to the verification of customer installations generally.

**3.6 Costs of Dedicated Facilities:** During the term of this Agreement, LIPA shall design, construct and install the Dedicated Facilities. The Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to operating the Customer's Unit in parallel with the LIPA system. All costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy in parallel with the LIPA system shall be the responsibility of LIPA.

## V. DISCONNECTION OF THE UNIT

**4.1 Emergency Disconnection:** LIPA may disconnect the Unit, without prior notice to the Customer (a) to eliminate conditions that constitute a potential hazard to LIPA personnel or the general public; (b) if pre-emergency or emergency conditions exist on LIPA system; (c) if a hazardous condition relating to the Unit is observed by a LIPA inspection; or (d) if the Customer has tampered with any protective device required for parallel operation under the SIR. LIPA shall notify the Customer of the emergency if circumstances permit.

**4.2 Non-Emergency Disconnection:** LIPA may disconnect the Unit, after notice to the Customer has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Customer has failed to make available records of verification tests and maintenance of its protective devices; (b) the Unit interferes with LIPA system or equipment belonging to other customers of LIPA; (c) the Unit adversely affects the quality of service of adjoining LIPA customers.

**4.3 Disconnection by Customer:** The Customer may disconnect the Unit at any time.

## V. ACCESS

**5.1 Access to Premises:** LIPA shall have access, at all times, to the disconnect switch of the Unit which isolates the Unit from the LIPA system. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), LIPA shall have access to the Unit.

**5.2 LIPA and Customer Representatives:** LIPA shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency. For the purpose of allowing access to the Unit, the Customer shall provide LIPA with the name and telephone number of a person or persons responsible for providing access to the Unit.

**5.3 LIPA Right to Access LIPA-Owned Facilities and Equipment:** If necessary for the purposes of this Agreement, the Customer shall allow LIPA access to LIPA's equipment and facilities located on Customer's property. To the extent that the Customer does not own all or any part of the property on which LIPA is required to locate its equipment or facilities to serve the Customer under this Agreement, the Customer shall secure and provide in favor of LIPA the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

## VI DISPUTE RESOLUTION

**6.1 Good Faith Resolution of Disputes:** Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

**6.2 Mediation:** If a Customer complaint arises under this Agreement, the parties agree to comply with the Complaint Procedures of LIPA's Tariff.

**6.3 Escrow:** If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to LIPA an appropriate irrevocable standby letter of credit in lieu thereof.

## VII. INSURANCE

**7.1 Disclosure:** The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other LIPA requirement. Due to the risk of incurring damages, LIPA recommends that every distributed generation customer protect itself with insurance, and requires insurance disclosure as a part of this Agreement. The Customer hereby discloses as follows:

**(Note: Check off one of the boxes below.)**

the Customer has obtained, or already has in effect under an existing policy, general liability insurance coverage for operation of the Unit and intends to maintain such coverage for the duration of this Agreement (attach Certificate of Insurance or copy of Policy); or

the Customer has not obtained general liability insurance coverage for operation of the Unit and/or is self-insured.

**7.2 Effect:** By not requiring the Customer to provide general liability insurance coverage for operation of the Unit in parallel with the LIPA system, LIPA does not waive any rights LIPA may have to pursue remedies at law against the Customer to recover damages.

## VIII. MISCELLANEOUS PROVISIONS

**8.1 Third Parties:** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

**8.2 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, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**8.3 Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, whether verbal or written.

**8.4 Waiver:** No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**8.5 Applicable Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New York.

**8.6 Amendments:** This Agreement shall not be amended unless the amendments is in writing and signed by LIPA and the Customer.

**8.7 Force Majeure:** For purposes of this Agreement, "Force Majeure Event means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will 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 will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but 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.

**8.8 Assignment to Corporate Party:** At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the prior written consent of LIPA and the assignee agrees in writing to be bound by the terms of this Agreement. Such consent will not be withheld unless LIPA can demonstrate that such proposed assignee is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

**8.9 Assignment to Individuals:** At any time during the term, upon prior written notice to LIPA, a Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit and agrees in writing to be bound by the terms of this Agreement.

**8.10 Permits and Approvals:** Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit in parallel with the LIPA system during the term of this Agreement.

**8.11 Limitation of Liability:** Neither by inspection, if any, or non-rejection, nor in any other way, does LIPA give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

**ACCEPTED AND AGREED:**

**Customer**

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

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

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

Date: \_\_\_\_\_

**KEYSPAN ELECTRIC SERVICES LLC  
on behalf of Long Island Lighting Company  
d/b/a LIPA**

By:

Name:

Title:

Date:

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**LONG ISLAND POWER AUTHORITY APPLICATION  
FOR SINGLE PHASE ATTACHMENT OF PARALLEL DISTRIBUTED  
GENERATION EQUIPMENT 15 kVA  
OR SMALLER**

**Customer:**

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Municipality: \_\_\_\_\_

**Consulting Engineer or Contractor:**

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

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

Estimated In-Service Date: \_\_\_\_\_

**Existing Electric Service:**

Capacity: \_\_\_\_\_ Amperes Voltage: \_\_\_\_\_ Volts

Service Charter: ( ) Single Phase ( ) Three Phase

Location of Protective Interface Equipment on Property:  
(include address if different from customer address)

\_\_\_\_\_

**Energy Producing Equipment/Inverter Information:**

Manufacturer: \_\_\_\_\_

Model No. \_\_\_\_\_

( ) Synchronous ( ) Induction ( ) Inverter ( ) Other \_\_\_\_\_

Rating: \_\_\_\_\_ kW Rating: \_\_\_\_\_ kVA

Generator Connection: ( ) Delta ( ) Wye ( ) Wye Grounded

Interconnection Voltage: \_\_\_\_\_ Volts

System Type Tested (Total System): ( ) Yes ( ) No; attach product literature

Equipment Type Tested (i.e. Inverter, Protection System):  
( ) Yes ( ) No; attach product literature

**Signature:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LONG ISLAND POWER AUTHORITY APPLICATION  
FOR ATTACHMENT OF PARALLEL DISTRIBUTED GENERATION EQUIPMENT  
GREATER THAN 15 kVA BUT NOT EXCEEDING 300 kVA**

**Customer:**

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Municipality: \_\_\_\_\_

**Consulting Engineer or Contractor:**

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

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

Estimated In-Service Date: \_\_\_\_\_

**Existing Electric Service:**

Capacity: \_\_\_\_\_ Amperes Voltage: \_\_\_\_\_ Volts

Service Charter: ( ) Single Phase ( ) Three Phase

Secondary 3 Phase Transformer Connection ( ) Wye ( ) Delta

**Location of Protective Interface Equipment on Property:**  
(include address if different from customer address)

\_\_\_\_\_

**Energy Producing Equipment/Inverter Information:**

Manufacturer: \_\_\_\_\_

Model No. \_\_\_\_\_

( ) Synchronous ( ) Induction ( ) Inverter ( ) Other \_\_\_\_\_

Rating: \_\_\_\_\_ kW Rating: \_\_\_\_\_ kVA

Rated Output: \_\_\_\_\_ VA Rated Voltage: \_\_\_\_\_ Volts

Rate Frequency: \_\_\_\_\_ Hertz Rated Speed: \_\_\_\_\_ RPM

Efficiency: \_\_\_\_\_% Power Factor: \_\_\_\_\_%

Rated Current: \_\_\_\_\_ Amps Locked Rotor Current: \_\_\_\_\_ Amps

Synchronous Speed: \_\_\_\_\_ RPM Winding Connection:

Min. Operating Freq./Time:

Generator Connection: ( ) Delta ( ) Wye ( ) Wye Grounded

System Type Tested (Total System): ( ) Yes ( ) No; attach product literature

Equipment Type Tested (i.e. Inverter, Protection System):

( ) Yes ( ) No; attach product literature

One Line Diagram attached: ( ) Yes

Installation Test Plan attached: ( ) Yes

**For Synchronous Machines:**

Submit copies of the Saturation Curve and the Vee Curve

Salient                       Non-Salient

Torque: \_\_\_\_\_ lb-ft                      Rated RPM: \_\_\_\_\_

Field Amperes: \_\_\_\_\_ at rated generator voltage and  
current and \_\_\_\_\_ % PF over-exciter

Type of Exciter: \_\_\_\_\_

Output Power of Exciter: \_\_\_\_\_

Type of Voltage Regulator: \_\_\_\_\_

Direct-axis Synchronous Reactance ( $X_d$ ) \_\_\_\_\_ ohms

Direct-axis Transient Reactance ( $X_d$ ) \_\_\_\_\_ ohms

Direct-axis Sub-transient Reactance ( $X_d$ ) \_\_\_\_\_ ohms

**For Induction Machines:**

Rotor Resistance ( $R_r$ ) \_\_\_\_\_ ohms

Exciting Current \_\_\_\_\_ Amps

Rotor Reactance ( $R_r$ ) \_\_\_\_\_ ohms

Reactive Power Required:

Magnetizing Reactance ( $X_m$ ) \_\_\_\_\_ ohms

\_\_\_\_\_ VARs (No Load)

Stator Resistance ( $R_s$ ) \_\_\_\_\_ ohms

\_\_\_\_\_ VARs (Full Load)

Stator Reactance ( $X_s$ ) \_\_\_\_\_ ohms

Shore Circuit Reactance ( $X_{@d}$ ) \_\_\_\_\_ ohms Phases:

Frame Size: \_\_\_\_\_

Design Letter: \_\_\_\_\_  Single

Three-Phase

Temp. Rise: \_\_\_\_\_ °C.

**For Inverters:**

Manufacturer: \_\_\_\_\_ Model:

Type: \_\_\_\_\_  Forced Commutated

Line Commutated

Rated Output: \_\_\_\_\_ Amps \_\_\_\_\_ Volts

Efficiency: \_\_\_\_\_ %

**Signature:**

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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