

BOARD AGENDA SUMMARY SHEET

Committee or Board: Board	Date: May 8, 2020	Board Meeting Date: May 20, 2020
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For All Board Voting Items:

Title of Agenda Item: Approval of Tariff Changes

Consent Agenda: ☐ Yes ☒ No

Accompanying Presentation: ☐ Yes ☒ No

Recommendation from Committee: ☒ N/A ☐ F&A; ☐ GP&P; ☐ Oversight & REV

LIPA Presenter: Justin Bell

PSEG Long Island Presenter: N/A

Enterprise Risk Management Discussion: ☐ Yes ☒ No

For Finance Approval Items Only:

Budget ☐; **Plan of Finance** ☐; **Tariff Changes** ☒; **Other** ☐ (describe below)

Requested Action:	The Trustees are requested to approve changes to LIPA's Tariff for Electric Service.
Summary: (include proposed amendments to Board Policies, if applicable)	<p>The proposed changes will (1) allow community choice aggregation in LIPA's service territory; (2) enable sewer districts participating in the Suffolk County Coastal Resiliency Initiative to negotiate rates for electric service for thousands of sewage pumps intended to prevent pollution of the Great South Bay; (3) reduce incentives paid to new non-renewable fossil-fuel powered fuel cells, which are ineligible to satisfy New York's clean energy goals, and provide greater certainty for distributed energy resources by locking in certain value stack components; (4) make the small generator interconnection process more user-friendly by allowing applicants to make minor modifications to their applications without affecting their queue position; and (5) establish a new solar feed-in-tariff to supply PSEG Long Island Solar Communities, a new utility-administered community solar program primarily serving low and moderate income customers.</p> <p>Full details of each of the proposed changes are more fully set forth in the accompanying memorandum.</p>

FOR CONSIDERATION

May 20, 2020

TO: The Board of Trustees
FROM: Thomas Falcone
SUBJECT: Approval of Tariff Changes

Requested Action

The Trustees are requested to approve changes to LIPA's Tariff for Electric Service. The proposed changes will (1) allow community choice aggregation in LIPA's service territory; (2) enable sewer districts participating in the Suffolk County Coastal Resiliency Initiative to negotiate rates for electric service for thousands of sewage pumps intended to prevent pollution of the Great South Bay; (3) reduce incentives paid to new non-renewable fossil-fuel powered fuel cells, which are ineligible to satisfy New York's clean energy goals, and provide greater certainty for distributed energy resources by locking in certain value stack components; (4) make the small generator interconnection process more user-friendly by allowing applicants to make minor modifications to their applications without affecting their queue position; and (5) establish a new solar feed-in-tariff to supply PSEG Long Island Solar Communities, a new utility-administered community solar program primarily serving low and moderate income customers.

Community Choice Aggregation: Background

In a Community Choice Aggregation ("CCA") program, municipalities may aggregate the load of their residents and businesses on an opt-out basis and procure energy on their behalf. On April 21, 2016, the New York Public Service Commission authorized the establishment of municipal CCA programs for the State's investor-owned utilities and set forth the framework for such programs in a "CCA Framework Order".¹ The CCA Framework Order instructed interested municipalities, on their own or through their selected CCA Administrator, to file implementation plans and related documents for Commission approval to initiate a CCA program. The CCA Framework Order also identified milestones at which utilities should provide municipalities with customer-specific data and allowed the utilities to charge fees for the provision of the data.

In August 2019, the Department of Public Service published the "Community Choice Aggregation Guidance Document," providing guidance for all parties' rules and roles in the administration of a CCA. Several municipalities within the LIPA territory have since expressed interest in exploring the creation of a CCA.

¹ Case 14-M-0224, Community Choice Aggregation, *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program* (issued April 21, 2016) ("CCA Framework Order").

Community Choice Aggregation: Proposed Action

LIPA Staff is proposing to modify the Tariff consistent with the CCA Framework Order and CCA Guidance Document so that CCA will be available to municipalities in LIPA's service territory through LIPA's existing Long Island Choice program on the same terms as in the rest of New York.

The proposed Tariff changes reflect the following principles, which are adapted from the statewide CCA Framework and Guidance Document.

Customer Eligibility:

1. The CCA Administrator must consult with the Service Provider on whether customers taking service under special rate treatments should be eligible to be added to the CCA on an opt-out basis. No customer should be included on an opt-out basis if that inclusion will interfere with a choice the customer has already made to take service pursuant to a special rate.
2. The CCA Administrator may request a monthly list from the Service Provider of new eligible customers in the municipality. The Service Provider may charge a cost-based fee for this list.

Low Income Participation:

1. During creation of the initial aggregated data set, if a CCA indicates that it intends to serve recipients of LIPA's low and moderate income customer discounts, the Service Provider will include data related to customers with utility-initiated blocks on their accounts and will break out the number of customers that fall into this category and the consumption of those customers.
2. Subsequently, when providing customer contact information, the Service Provider will provide a separate list containing contact information for customers with utility-initiated blocks on their accounts, so that the CCA can ensure that those customers, if enrolled, are enrolled in a guaranteed savings product.

Data Security and Privacy:

1. The Service Provider, in consultation with Department of Public Service Staff, will develop and post a standard data security agreement on its website.
2. CCA Administrators must file data protection plans consistent with the standard data security agreement.
3. The Service Provider will not provide data for any service class that contains so few customers, or in which one customer makes up such a large portion of the load, that the aggregated information could provide significant information about an individual customer's usage. At this time, the Service Provider will follow current policies for ensuring that aggregated data is sufficiently anonymous.

Data Fee:

1. Consistent with the Public Service Commission, LIPA Staff recommends a uniform fee of \$0.80 per customer account for data provided to CCAs. The fee will be allocated 20% for aggregated data and 80% for customer lists.

Rules and Governance:

1. CCAs will be governed in accordance with the Laws of New York State and the guidance of the Department of Public Service.
2. LIPA, the Service Provider, and municipalities participating in the CCA, and CCA Administrators will follow the Community Choice Aggregation Guidance Document provided by the Department of Public Service dated August 2019, and as further amended from time to time.

Suffolk County Coastal Resiliency: Background

Under the current tariff provisions for Service Classification No. 13, negotiated contracts are not available to public entities such as the Suffolk County Department of Public Works that wish to expand their usage, unless covered by an exception authorized in the Tariff.

The Suffolk County Department of Public Works is eligible for grant money and has initiated a project to connect approximately 5,000 homes on the south shore of Long Island to the public sewer system by installing onsite sewer treatment facilities and pumps as a replacement for the existing septic systems that are susceptible to pollution of groundwater and, when flooded, can deposit untreated sewage directly into Long Island's aquifers and open waters. Pollution of coastal wetlands also endangers public welfare by increasing vulnerability to storm surges. The Suffolk County Coastal Resiliency Initiative ("SCCRI") aims to prevent future septic system flooding, sewage backup and groundwater pollution.

Each of the onsite sewer pumps will require electric service. Since the grants available to the County cannot be used to support recurring expenses such as LIPA's daily service charges for electric service, the County on behalf of the sewer districts has requested a negotiated rate discount that waives the daily service charge and certain upfront connection charges in exchange for an agreed upfront contribution in aid of construction, so that the service can be affordable to the County.

Without the discount requested by the County, this important and environmentally beneficial project cannot go forward and the beneficial impact on the local groundwater resources, the Great South Bay and its tributaries would be lost for all our customers that rely on these resources.

Suffolk County Coastal Resiliency: Proposed Action

Staff proposes to offer a negotiated contract to the sewer districts participating in the Suffolk County Coastal Resiliency Initiative to provide electric service to establish individual accounts specific to this project and purpose. Service would be provided under Service Classification No. 13 – Negotiated Contracts using the rates, charges and terms and conditions for Service Classification No. 2 (rate code 280) with the following exceptions:

- Waive the daily service charge.
- Waive any requirements for a Security Bond.
- Waive the service initiation fee (\$220 per account).

The Power Supply Charge and other adjustments to rate and charges will apply. Consistent with the general terms of Service Classification No. 13, the proposed negotiated rate and associated

discount will last for 7 years. A new service agreement may be negotiated at that time but is not guaranteed.

Also consistent with other provisions of the Tariff for Electric Service, Suffolk County Department of Public Works will be required to provide an up-front, non-refundable, contribution in aid of construction of \$150 for each account that is placed into service, to defray some of the upfront costs associated with connecting the pumping equipment to the electric system, which includes the installation of an AMI meter.

High Capacity Factor Resources: Background

The Value of Distributed Energy Resources

On March 9, 2017, the Commission issued its *Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters* (the “VDER Phase One Order”)², which established the first phase of a plan to establish a new system for compensation of distributed energy resources based on the component values those resources provide to the electric grid (the “Value Stack”). The Value Stack consists of multiple compensation components: (1) an Energy Value, which compensates customers for the amount of energy that is injected onto the grid at the NYISO day-ahead hourly wholesale energy price for Long Island; (2) a Capacity Value, which compensates customers based on the Long Island-specific value of capacity for the amount of power a system injects during the highest system peaks; (3) an Environmental Value, which compensates customers who choose to sell the project’s eligible Renewable Energy Credits (“RECs”) to the utility, and (4) a Demand Reduction Value, which compensates customers for injections that reduce the distribution grid’s peak demand, based on the value to the Long Island grid. In addition, projects located in certain designated congestion relief areas are eligible for additional compensation, known as the Locational System Relief Value, based on the value of congestion relief in that specific part of the Long Island electric grid. On December 19, 2017, LIPA adopted Tariff changes implementing the VDER Phase One Order.

Subsequently, on April 18, 2019, the Public Service Commission (“PSC”) issued an *Order Regarding Value Stack Compensation* (the “Value Stack Compensation Order”), which, among other things, added a Community Credit compensation component to the Value Stack for certain community distributed generation projects.³ LIPA adopted the changes ordered in the Value Stack Compensation Order, including the Community Credit, on July 24, 2019.

² Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters*, Issued and effective March 9, 2017.

³ Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Value Stack Compensation*, Issued and Effective April 18, 2019.

The Climate Leadership and Community Protection Act

On July 18, 2019, Governor Cuomo signed the Climate Leadership and Community Protection Act (the “CLCPA”). Among other provisions, the CLCPA added Section 66-p to the Public Service Law (“PSL”), which requires the Commission to establish a program to require that 70% or more of electricity consumed in New York come from renewable energy systems in 2030 and 100% of electricity consumed in New York be zero emissions by 2040. It defines “renewable energy systems” as “systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, *and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity*” (emphasis added).

Whitepaper Regarding High-Capacity-Factor Resources

In an effort to continuously refine and improve VDER, the Department of Public Service (“DPS”) Staff has worked with stakeholders to identify areas for improvement through the VDER proceeding. Informed by the filings, petitions and comments of stakeholders as well as information gathered in stakeholder working groups, the DPS Staff issues whitepapers containing its recommendations.

On May 10, 2019, the Joint Utilities (a stakeholder group representing the New York investor-owned utilities) filed a *Petition Seeking Clarification of the Treatment of High-Capacity-Factor Resources Eligible for Community Distributed Generation* (the “Petition”). The Petition expressed concern that the application of the Community Credit to offtakers of certain high-capacity-factor resources, particularly fuel cells, could result in excessive cost shifts inconsistent with Commission decisions and guidance. The Petition explained that this issue has become particularly relevant in light of the number of prospective fuel cell community distributed generation projects that had entered the interconnection queue in Con Edison’s territory. Similarly, though not the subject of the Joint Utilities’ Petition, a number of customers applied to PSEG Long Island to become fuel cell community distributed generation hosts.

In response to the petition and the subsequently enacted CLCPA, on August 13, 2019, DPS Staff published the Whitepaper, in which DPS Staff provided its recommendations for treatment of high-capacity-factor resources used in community distributed generation projects and eligible for VDER compensation.

Community Credit Adjustment Factor

The Whitepaper addresses resources with average capacity factors above the average capacity of solar photovoltaics, including wind, small hydro, and fuel cells. The Whitepaper recommended that the Community Credit received by community distributed generation hosts should be adjusted downward based on the average capacity factor of the resource (with higher-capacity-factor resources receiving greater downward adjustments). The adjustments recommended by the Whitepaper are shown in the following table:

Technology	Average Capacity Factor	Adjustment Factor for Community Credit
Solar PV	14%	1.00
Wind	23%	0.61
Small Hydro	50%	0.28
Fuel Cells	87%	0.16

The Whitepaper’s reasoning for recommending the adjustment was that the community credit is a transitional mechanism intended to support development of renewable and distributed generation resources and achievement of State clean energy goals while maintaining an annual net revenue impact of less than 2% in order to limit the potential cost shift to nonparticipating ratepayers. Because the net revenue impacts of the community credit were estimated assuming a solar capacity factor, and the community credit is paid on a volumetric basis (per kilowatt-hour), allowing high-capacity-factor resources to receive the full community credit without adjustment would result in a greater than intended annual net revenue impact. LIPA’s tariff currently does not apply a capacity-factor-specific adjustment but does exclude fuel cells from receiving the community credit.

Order Regarding High Capacity-Factor Resources

In the December 12, 2019, Capacity Factor Order, the Commission adopted, in part, the recommendations of the Whitepaper. Specifically, the Commission approved the following changes to the tariffs of the jurisdictional utilities: (a) Fuel Cell community distributed generation projects will receive a Community Credit based on the average fuel cell capacity factor as compared to the average solar capacity factor, unless the resource qualified prior to August 13, 2019 (the date of the Whitepaper); (b) a resource receiving Value Stack Compensation will receive the Environmental Value only if it meets the definition of renewable energy system in PSL 66-p, unless the resource qualified before August 13, 2019; and (c) a fuel cell that qualified on or before August 13, 2019 should receive an Environmental Credit and Community Credit based on applicable values at the time of qualification.

The Commission did not adopt the Whitepaper’s recommendations to apply capacity factor adjustments to wind and small hydro resources, reasoning that those resources (i) are nascent technologies not presenting a risk of significant cost shifts, (ii) have a wide range of capacity factors, and (iii) have significantly lower capacity factors on average than fuel cells. On March 4, 2020, LIPA Staff updated its original tariff proposal to incorporate this aspect of the Capacity Factor Order.

Environmental Value Eligibility

In the Whitepaper, DPS Staff explained that under the CLCPA’s definition of renewable energy systems (described above), fuel cells using fossil fuels will be unable to offset the utilities’ CLCPA compliance costs. In addition, the Whitepaper notes that fuel cells using natural gas for generation often have greenhouse gas emissions similar to the average greenhouse gas emissions of New

York's grid, which means that generation by fuel cells that replaces use of the grid may have minimal or no impact on net greenhouse gas emissions. Accordingly, the Whitepaper recommends that resources that qualify for VDER in the future receive no Environmental Value if they do not meet the definition of renewable energy systems in the CLCPA, as codified in PSL §66-p. The Commission adopted this recommendation in its Capacity Factor Order.

Applicability to Existing Projects

The Whitepaper proposed that the recommended changes to the Community Credit and the Environmental Value Eligibility apply to projects that qualified⁴ for VDER after August 13, 2019, the date of the Whitepaper. The Whitepaper's proposed grandfathering is intended to protect developers with projects in advanced stages of development who relied in good faith on existing policies. The Commission adopted this recommendation in its Capacity Factor Order.

High Capacity Factor Resources: Proposed Action

Adoption of Whitepaper Recommendations

LIPA Staff proposes to adopt the Whitepaper's recommendations as modified by the Commission, with the exception that LIPA's grandfathering date should be determined by the date of LIPA's tariff proposal rather than the date of the Whitepaper. LIPA's proposal, issued October 17, 2019, put Long Island project developers on notice that the rule changes described herein were being considered for LIPA's service territory.

Specifically, based on the Whitepaper recommendations, as adopted by the Capacity Factor Order, LIPA is proposing the following: (a) any resource that qualifies after October 17, 2019 should be eligible for the Environmental Value only if it meets the definition of "renewable energy systems" in PSL § 66-p;⁵ (b) fuel cells that qualify after October 17, 2019, should receive a Community Credit, if otherwise eligible, adjusted based on the ratio of an average solar capacity factor to that resource's estimated average capacity factor pursuant to the Whitepaper's recommendations, as modified by the Commission,⁶ and may be adjusted by other factors to support principles set forth in Commission orders;⁷ and (c) any resource that qualifies on or before October 17, 2019 should receive an Environmental Value and Community Credit, if otherwise eligible, based on the applicable values at time of qualification, with no adjustment.

⁴ Per the Whitepaper, a project qualifies when it has a payment made for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required. The equivalent milestone in the Authority's Tariff is 30%.

⁵ Note that the Authority's Tariff already includes the requirement that projects must be REC-eligible and elect to transfer their RECs to the Authority in order to receive the Environmental Value.

⁶ The Authority's Tariff currently excludes fuel cells from the Community Credit. Upon approval of this proposal by the LIPA Board, fuel cell CDG projects would be eligible to receive the Community Credit, adjusted by the capacity-factor adjustment mechanism described herein.

⁷ Additional adjustment factors based on REV and CLCPA principles, such as encouraging participation by low income customers in community distributed generation projects, may be applied to the Community Credit in consultation with the Department of Public Service.

Allowing Standalone Storage Facilities to be Community Distributed Generation Hosts

Per the Value Stack Eligibility Expansion Order⁸, LIPA proposes to update the tariff to remain consistent with the investor-owned utilities of New York State by expanding the eligibility of CDG Hosts to standalone storage. Community distributed generation projects with standalone storage will not be eligible to receive the Environmental Credit or the Community Credit of the Value Stack.

Other Tariff Modifications for CLCPA Compliance

LIPA Staff proposes additional changes to its Tariff in light of the CLCPA's exclusion of non-renewable resources from the definition of renewable energy systems.

LIPA Staff proposes that non-renewable resources for which a complete application is submitted after October 17, 2019 be made ineligible for net energy metering. Instead, all non-renewable resources may apply to receive compensation under VDER (without the Environmental Value) or any other compensation system for which the project is otherwise eligible at the time of application, such as buy-back service, a non-wires alternative solicitation, or other utility procurement. Net energy metering is an incentive intended to encourage deployment of renewable technologies that help meet LIPA's environmental compliance obligations. Non-renewable resources such as fossil-fuel-powered fuel cells no longer satisfy this requirement, pursuant to the CLCPA.

This proposed change would apply to new non-renewable community distributed generation projects. In the rest of New York State, all new community distributed generation projects are compensated exclusively through VDER so as to reflect the value such systems provide to the electric grid. According to the LIPA Tariff currently in effect, however, the mass market satellite participants in all new community distributed generation projects (including non-renewable fuel cells) applying before January 1, 2020 were eligible to be compensated under Phase One NEM, and only large commercial satellite participants were required to be compensated under VDER. If the proposed tariff changes are approved, all participants in non-renewable community distributed generation projects that complete an application as per Step 3 of LIPA's Smart Grid Small Generator Interconnection Procedures after the date the original proposal was posted on LIPA's website, October 17, 2019, will be compensated under VDER.

Small Generator Interconnection Procedures: Background

On April 19, 2018, the Commission issued an *Order Modifying Standardized Interconnection Requirements* (the "SIR") in Case 18-E-0018 (the "April Order"). LIPA subsequently adopted conforming change to PSEG Long Island's *Smart Grid Small Generator Interconnection Procedures* on December 19, 2018.

⁸ VDER Proceeding, *Order on Value Stack Eligibility Expansion and Other Matters* (issued September 12, 2018).

On June 8, 2018, members of the statewide Interconnection Policy Working Group and Interconnection Technical Working Group filed a petition for clarification of the April Order (the “Petition”).⁹

On July 13, 2018, the Commission issued an order granting clarification of the SIR (the “July Order”), which addressed some issues raised by the Petition and deferred others for additional working group consideration and public comment. Subsequently, on October 18, 2018, following additional working group consideration and public comment, the Commission issued an order addressing the previously deferred issues from the Petition (the “October Order”). The issues addressed by the Commission in the July Order and the October Order are summarized in the next section of this proposal memorandum.

On September 5, 2019, members of the Interconnection Policy Working Group (“IPWG”) and the Interconnection Technical Working Group (“ITWG”) collectively petitioned the Commission to make amendments to the current version of the SIR. On December 13, 2019, the Commission adopted the modifications proposed in the petition.

Small Generator Interconnection Procedures: Proposed Action

LIPA Staff proposes two modifications to the SGIP to apply the December Order, described below.

1. **Application Modification Process:** Under the current SGIP, any change to an application, no matter how minor, would remove that project’s application from the queue. The proposed updates would add a new section to the SGIP to provide a formal process for applicants to submit a modification request to PSEG Long Island. Under the proposed changes, PSEG Long Island will determine if the modification is a material modification. If it is material, the initial application would be removed from the queue and a new application would be required. If the modification is non-material, the project will retain its queue position and undergo a study pursuant to the SGIP with some added flexibility for PSEG Long Island to manage any additional work that the change will entail.
2. **Energy Storage Application Requirements:** The proposal will also update the data requirements for energy storage system applications to be consistent with changes adopted by the Commission. Additional questions particular to energy storage systems will allow PSEG Long Island to more efficiently process energy storage interconnection applications.

Solar Communities Feed-in-Tariff: Background

LIPA has a long history of promoting the expansion of renewable energy resources on Long Island. LIPA began offering net energy metering and other solar incentives nearly two decades ago. Since then, we have supported the development of over 50,000 distributed solar projects totaling 625 megawatts (DC) of capacity, more than any other utility in the State of New York. In addition, the LIPA has over 180 MW (DC) of utility scale solar projects completed or in development.

⁹ Case 18-E-0018, *In the Matter of Proposed Amendments to the New York State Standardized Interconnection Requirements (“SIR”) for Small Distributed Generators, Order Modifying Standardized Interconnection Requirements* (issued April 19, 2018).

LIPA is also currently engaged in expanding the availability of renewable solar resources to customers that cannot install solar panels on their property for various reasons, such as not having suitable exposures to capture the solar rays (e.g. orientation and shading situations), living in multi-family buildings or shared living spaces (such as a condominium) where the customer cannot access the roof space, being unable to finance the high upfront investment needed for rooftop solar, or renting a home and therefore being unable to make the long-term commitment that solar installations require. To reach these customers, LIPA offers community solar, where a larger solar facility is built at a host site, and the output of the solar system is distributed to the participants for their benefit.

As described above, LIPA's Tariff includes VDER value stack incentives for community distributed generation projects, including a Community Credit. Following further observation of the community solar market, evaluation of the Community Credit amount, and discussions with local industry stakeholders, LIPA announced plans on February 6, 2020 to increase the Community Credit to 5 cents and to introduce a limited upfront "Community Adder" rebate of \$200-per-kilowatt for projects that participate in community solar under the VDER Tariff or the Solar Communities Feed-in-Tariff. The 5-cent Community Credit became effective on March 1, 2020.

As a complement to increased incentives for VDER community solar described above, LIPA Staff is proposing the Solar Communities Feed-in-Tariff ("FIT"), which is designed specifically to create additional community solar development, to enable cost efficiencies by utilizing LIPA's customer acquisition and marketing functions, to lower the cost of project financing by offering a stable price for the duration of the project's contract, and to provide enhanced energy cost savings opportunities to participating low- and moderate-income ("LMI") customers.

Solar Communities Feed-in-Tariff: Proposed Action

LIPA Staff proposes to launch the Solar Communities FIT to further develop community solar primarily dedicated to LMI customers. The Solar Communities FIT has the potential to greatly increase the community solar projects currently in the pipeline and to offer the benefits of these projects specifically to LMI customers. The Solar Communities FIT is proposed to award up to 25 megawatts of DC capacity, with discretion to extend the FIT by an additional 15 megawatts.¹⁰

Solar Communities FIT Award Process

Solar Developers will have the opportunity to apply for the Solar Communities FIT during the initial enrollment period of June 1, 2020 to September 30, 2020. There will be a non-refundable application fee which will be the higher of either \$1 per kilowatt (AC) or \$1,000. The application fee will be waived for unsuccessful applications that are re-submitted with only a pricing change in subsequent enrollment phases.

All applications received during the initial enrollment will first be ranked from the lowest to the highest price bid, and from the smallest to the largest project size for bids at the same price. Bids

¹⁰ Tariff changes to codify the customer enrollment process and related customer rules for Solar Communities will be proposed at a later date in coordination with other Community Distributed Generation ("CDG") billing modifications being implemented by the State's investor-owned utilities by order of the Public Service Commission.

will be evaluated against a downward sloping offer price cap. Accepted projects will be paid their bid price, so long as it doesn't exceed the price cap. More details on the proposed price capping mechanism are available to bidders on PSEG Long Island's website.

After the initial enrollment period, applicants will be notified of their acceptance into the program and selected to advance to the next stage, which includes execution of a Power Purchase Agreement at their proposed offer price, or waitlisted. Subsequent enrollment periods will be held as needed until the target capacity is achieved.

Under the proposed award process, a limitation will be imposed of 10 MW (AC) capacity at a single sub-station. This will ensure that not all available capacity will be proposed in a single location.

Customer Enrollment and Participation

As mentioned above (in footnote 10), the program rules concerning LMI customer eligibility and benefits will be the subject of future Board action. Accordingly, the following information concerning the customer enrollment process is provided for the Board's general information only. Subject to available quantities of contracted solar resources under this program, all LMI customers in Tiers 1-3 of LIPA's LMI discount program will be eligible to participate.¹¹ Eligible LMI customers will have the opportunity to opt-in to the Solar Communities program and receive a discount on their bill each month.

LMI customer enrollments will be awarded on a first come, first serve basis dependent on the available kWh in the Solar Communities program. Available kWh in the Solar Communities program will be based on the expected output in kWh of projects that reach commercial operation. Available kWh will be updated each quarter as new projects reach commercial operation. Customers who apply when the program does not have available kWh will be assigned to a waiting list and will be contacted to complete the enrollment process when capacity in the program becomes available. When the available capacity in the program exceeds 20 MW (DC), the program may be open to enrollment from other (non-LMI) residential customers to the extent that no LMI participants remain on the wait list.

Available kWh may be reduced if a project is removed from the program, however, no already accepted customers will lose their Solar Community FIT benefits as the result of a particular project's removal. LIPA Staff will propose tariff amendments prior to January 1st, 2021 to implement LMI customer enrollment in the Solar Communities FIT.

Financial Impacts

The Community Choice Aggregation proposal is not expected to financially impact LIPA, since the reductions in revenue from the variable component of the Power Supply Charge will be directly offset by the reduction of variable expenses of procuring power supply. Delivery revenues and revenues received based on fixed Power Supply expenses are collected from all customers that

¹¹ LMI customers in Tier 4 will not be eligible to participate because their bills are paid by direct government voucher.

participate in the CCA.

The Suffolk County Coastal Resiliency Initiative proposal will result in foregone revenues totaling \$4.6 million in net present value over the 7-year life of the agreement, resulting from waived service charges. Offsetting the foregone revenue, LIPA will receive an upfront payment of \$750,000.

The High Capacity Factor Resources proposal will not have a material financial impact on LIPA because LIPA's Revenue Decoupling Mechanism will true up any revenues gained or lost as a result of the proposal. New non-renewable distributed energy resources that are (a) compensated through VDER and (b) formerly REC-eligible, if any, no longer be eligible for the Environmental Value (currently \$0.02741 per kilowatt-hour). New renewable fuel cell community distributed generation projects will experience a net positive financial impact of \$0.008 per kilowatt-hour, resulting from their newly proposed eligibility for the Community Credit (currently \$0.05/kWh), adjusted by the high-capacity-factor adjustment of 16%.

The SGIP proposal is not expected to have any financial impact on LIPA.

The Solar Communities proposal is intended to procure the specified resources at the lowest achievable price through a competitive auction process. The payments made to the resource providers will be recovered from all customers through the Power Supply Charge on a monthly basis, as the payments are incurred. This practice is similar to the treatment of the existing feed-in tariffs and payments made to other generators under Service Classification No. 11 Buy-Back Service.

LIPA expects to purchase approximately 30 GWh per year from the 20 MW (AC) of solar generation that is being solicited, which displaces generation that would have been purchased from other sources. Because the auction has not yet occurred, the bid price of accepted resources is not yet known. However, by way of example, if the auction produces an average accepted bid price of 13¢ per kWh with an average Load Factor of 17%, the purchase would cost LIPA approximately \$3.9 million per year. Using an average cost of power at 10.2¢ per kWh, based on the 2020 approved budget, this renewable power alternative will increase power supply costs by an estimated \$0.8 million per year.

When fully enrolled, the program will provide an estimated \$0.6 million in discounts to our LMI Customers. The estimated annual administrative cost is \$0.3 million. Accordingly, the financial impact Solar Communities FIT program totals an estimated \$1.7 million per year (\$0.8 + \$0.6 + \$0.3).

Department of Public Service Input

The DPS has provided a letter recommending adopting of these Tariff modifications, which is attached as an exhibit. The DPS also provided feedback and input throughout the process of developing the Tariffs. Feedback provided by DPS early in the development process was incorporated into the original Tariff proposals.

Public Comment Sessions

LIPA held two virtual public comment sessions on the proposed tariff changes on May 4th and received comments from 11 stakeholders and members of the public. Transcripts of the virtual public comment sessions are attached and the comments are summarized here.

Eight of the commenters at the public comment sessions—including elected officials—addressed the Community Choice Aggregation proposal. All eight were supportive of the proposal. Two commenters recommended that LIPA develop a process to receive additional stakeholder input on Long Island Choice, LIPA’s retail choice program. LIPA Staff recommends that this comment be addressed by inviting interested stakeholders to attend stakeholder input sessions on this topic.

One commenter at the public comment sessions recommended that LIPA offer a single-bill option for retail choice customers and consider purchasing receivables from energy service companies in order to allow ESCO’s to benefit from LIPA’s billing and collections infrastructure. LIPA Staff is currently investigating the cost and time involved in these actions and will inform the Board of its recommended course of action.

Two commenters at the public comment sessions addressed the Solar Communities proposal. Both were supportive of the proposal. One commenter requested that information be provided to bidders regarding (a) progress toward each substation’s 10-megawatt cap and (b) waitlisted bidders’ position on the waiting list. LIPA Staff has referred this comment to PSEG Long Island and requested they accommodate it to the extent feasible and not adverse to the bidding process.

Two commenters spoke in support of the High Capacity Factor Resources proposal. In particular, the commenters supported the proposal to lock in the Community Credit component of the value stack as of the date a project qualifies. In addition, the commenters recommended that LIPA lock in the Environmental Credit, Demand Reduction Value, and Location Specific Relief Value as of the date a project qualifies (instead of the in-service date). LIPA Staff agrees because the proposed approach is more consistent with the statewide approach and provides certainty to developers earlier in the development process. This comment has been incorporated into the proposal.

Written Public Comments

Written comments were received from fourteen stakeholders addressing the Community Choice Aggregation proposal, including elected officials and advocacy groups representing Long Islanders. All were supportive of the proposal and indicated that they and their respective constituencies are interested in exploring CCA options for their municipalities.

Written comments were received from one stakeholder, County Executive Steve Bellone, addressing the Suffolk County Coastal Resiliency Initiative proposal. The stakeholder expressed strong support for the proposal.

Written comments were received from six stakeholders addressing the High Capacity Factor Resources proposal. All six commenters opposed the LIPA Staff recommendation that non-renewable fuel cell CDG projects completing applications for interconnection after the date of the original proposal (October 17, 2019) should receive VDER incentives instead of net energy

metering incentives. The commenters noted that the proposed October 17, 2019 grandfathering date is a change from prior grandfathering date of December 31, 2019. The commenters are concerned that project developers who completed applications after October 17, 2019, in reliance on the original grandfathering date, might not have been on notice of the proposed change and could have expended resources continuing to develop projects under the assumption that they would be eligible for net energy metering. In addition, one commenter objected to the proposal to make non-renewable fuel cells ineligible for the Environmental component of the VDER value stack because fuel cells are efficient and reportedly on average cleaner than today's grid power in terms of emissions.

LIPA Staff responds that setting the grandfathering date as of the date of the original tariff proposal is consistent with the DPS and PSC approach, which set the statewide grandfathering date for similar changes as of the date of the DPS Whitepaper. In addition, LIPA Staff notes that fuel cell developers who intend to rely on LIPA Tariff incentives should monitor LIPA's proposed rulemakings, which put developers on notice of this proposal as of October 17, before they had submitted applications for interconnection. LIPA reserves the right to modify its Tariff incentive programs. Submission of the application occurs relatively early in the interconnection process. Thus, developers of projects in advanced stages of development as of October 17 would already have submitted applications and would therefore qualify for grandfathering. Finally, LIPA Staff notes that fuel cell developers in LIPA's service territory and throughout the State generally should be on alert for changes in utility compensation for fossil fuel powered fuel cells given the CLCPA's mandate that non-renewable fuel cells are ineligible for renewable energy credits.

Regarding the efficiency and emissions of fossil-fuel powered fuel cells, LIPA Staff notes that an extension record was developed on these issues at the PSC, and we decline to relitigate this settled issue. In addition, because fossil-fuel powered fuel cells are no longer considered renewable energy systems under State law, they do not help Long Island meet its renewable energy requirements and thus should not receive subsidies intended to make progress toward those requirements. LIPA Staff recommends no changes to this aspect of the proposal.

One commenter wrote in support of the proposal to lock in the Community Credit component of the value stack as of the date a project qualifies. In addition, the commenter recommended that LIPA lock in the Environmental Credit, Demand Reduction Value, and Location Specific Relief Value as of the date a project qualifies (instead of the in-service date). As discussed above, LIPA Staff agrees because the proposed approach is more consistent with the statewide approach and provides certainty to developers earlier in the development process. This comment has been incorporated into the proposal.

Recommendation:

For the foregoing reasons, I recommend that the Trustees approve the modifications to the Tariff for Electric Service described herein and set forth in the accompanying resolutions.

Attachments

<u>Exhibit A-1</u>	Resolution Approving Community Choice Aggregation Tariff Changes
<u>Exhibit A-2</u>	Resolution Approving Suffolk County Coastal Resiliency Tariff Changes
<u>Exhibit A-3</u>	Resolution Approving High Capacity Factor Resources Tariff Changes

<u>Exhibit A-4</u>	Resolution Approving SGIP Changes
<u>Exhibit A-5</u>	Resolution Approving Solar Communities Feed-in-Tariff
<u>Exhibit B-1</u>	Community Choice Aggregation Tariff Redline (final proposed tariff compared to current tariff)
<u>Exhibit B-2</u>	Suffolk County Coastal Resiliency Tariff Redline (final proposed tariff compared to current tariff)
<u>Exhibit B-3</u>	High Capacity Factor Resources Tariff Redline (final proposed tariff compared to current tariff)
<u>Exhibit B-4</u>	SGIP Redline (final proposed SGIP compared to current tariff)
<u>Exhibit B-5</u>	Solar Communities Tariff Redline (final proposed tariff compared to current tariff)
<u>Exhibit C-1</u>	Original Community Choice Aggregation Tariff Proposal
<u>Exhibit C-2</u>	Original Suffolk County Coastal Resiliency Tariff Proposal
<u>Exhibit C-3</u>	Original High Capacity Factor Resources Tariff Proposal
<u>Exhibit C-4</u>	Original SGIP Proposal
<u>Exhibit C-5</u>	Original Solar Communities Tariff Proposal
<u>Exhibit D</u>	DPS Letter of Recommendation
<u>Exhibit E</u>	Public Comment Session Transcripts
<u>Exhibit F</u>	Compendium of Written Public Comments Received

**APPROVAL OF MODIFICATIONS TO LIPA'S TARIFF RELATED TO
COMMUNITY CHOICE AGGREGATION**

WHEREAS, the Board of Trustees of the Long Island Power Authority ("LIPA") has adopted a Board Policy on Customer Value and Affordability, which sets forth the Board's commitment to establishing rates that are generally comparable to similarly situated regional utilities and New York Public Service Commission policy; and

WHEREAS, the proposal is consistent with the Board Policy on Customer Value and Affordability; and

WHEREAS, the Department of Public Service is supportive of this proposal; and

WHEREAS, following the issuance of public notice in the State Register on March 4, 2020, public hearings were held on May 4, 2020, by phone and video conference accessible to participants in Nassau and Suffolk County, and the public comment period has since expired;

NOW, THEREFORE, BE IT RESOLVED, that for the reasons set forth herein and in the accompanying Memorandum, the proposed modifications to LIPA's Tariff are hereby adopted and approved to be effective June 1, 2020; and be it further

RESOLVED, that the Chief Executive Officer and his designees are authorized to carry out all actions deemed necessary or convenient to implement this Tariff; and be it further

RESOLVED, that the Tariff amendments reflected in the attached redlined Tariff leaves are approved.

Dated: May 20, 2020

**APPROVAL OF MODIFICATIONS TO LIPA'S TARIFF RELATED TO THE
SUFFOLK COUNTY COASTAL RESILIENCY INITIATIVE**

WHEREAS, the Board of Trustees of the Long Island Power Authority ("LIPA") has reviewed the proposal and determined that it is consistent with the mission and values of the Authority as set forth in the Board's policy statements; and

WHEREAS, the Department of Public Service is supportive of this proposal; and

WHEREAS, following the issuance of public notice in the State Register on March 4, 2020, public hearings were held on May 4, 2020, by phone and video conference accessible to participants in Nassau and Suffolk County, and the public comment period has since expired;

NOW, THEREFORE, BE IT RESOLVED, that for the reasons set forth herein and in the accompanying Memorandum, the proposed modifications to LIPA's Tariff are hereby adopted and approved to be effective June 1, 2020; and be it further

RESOLVED, that the Chief Executive Officer and his designees are authorized to carry out all actions deemed necessary or convenient to implement this Tariff; and be it further

RESOLVED, that the Tariff amendments reflected in the attached redlined Tariff leaves are approved.

Dated: May 20, 2020

APPROVAL OF MODIFICATIONS TO LIPA'S TARIFF RELATED TO HIGH CAPACITY FACTOR RESOURCES

WHEREAS, the Board of Trustees of the Long Island Power Authority ("LIPA") has adopted a Board Policy on Customer Value and Affordability, which sets forth the Board's commitment to establishing rates that are comparable to similarly situated regional utilities and consistent with New York Public Service Commission policy; and

WHEREAS, the proposal is consistent with the Board Policy on Customer Value and Affordability; and

WHEREAS, the Department of Public Service is supportive of this proposal; and

WHEREAS, following the issuance of public notice in the State Register on November 20, 2019, public hearings were held on May 4, 2020, by phone and video conference accessible to participants in Nassau and Suffolk County, and the public comment period has since expired;

NOW, THEREFORE, BE IT RESOLVED, that for the reasons set forth herein and in the accompanying Memorandum, the proposed modifications to LIPA's Tariff are hereby adopted and approved to be effective June 1, 2020; and be it further

RESOLVED, that the Chief Executive Officer and his designees are authorized to carry out all actions deemed necessary or convenient to implement this Tariff; and be it further

RESOLVED, that the Tariff amendments reflected in the attached redlined Tariff leaves are approved.

Dated: May 20, 2020

APPROVAL OF MODIFICATIONS TO LIPA'S SMART GRID SMALL GENERATOR INTERCONNECTION PROCEDURES

WHEREAS, the Board of Trustees of the Long Island Power Authority ("LIPA") has adopted a Board Policy on Resource Planning, Energy Efficiency and Renewable Energy, which sets forth the Board's commitment to integrating cost-effective distributed energy production and storage technologies into the Authority's electric transmission and distributions system, and enabling the economic and secure dispatch of resources deployed within the distribution system and within customer premises (the "Board Policy on Resource Planning"); and

WHEREAS, the proposal is consistent with the Board Policy on Resource Planning; and

WHEREAS, the Department of Public Service is supportive of this proposal; and

WHEREAS, following the issuance of public notice in the State Register on March 4, 2020, public hearings were held on May 4, 2020, by phone and video conference accessible to participants in Nassau and Suffolk County, and the public comment period has since expired;

NOW, THEREFORE, BE IT RESOLVED, that for the reasons set forth herein and in the accompanying Memorandum, the proposed modifications to the LIPA's Tariff are hereby adopted and approved to be effective June 1, 2020; and be it further

RESOLVED, that the Chief Executive Officer and his designees are authorized to carry out all actions deemed necessary or convenient to implement this Tariff; and be it further

RESOLVED, that the Tariff amendments reflected in the attached redlined Tariff leaves are approved.

Dated: May 20, 2020

APPROVAL OF MODIFICATIONS TO LIPA'S TARIFF RELATED TO THE SOLAR COMMUNITIES FEED-IN-TARIFF

WHEREAS, the Board of Trustees of the Long Island Power Authority ("LIPA") has adopted a Board Policy on Resource Planning, Energy Efficiency and Renewable Energy, which sets forth the Board's commitment to integrating cost-effective distributed energy production and storage technologies into the Authority's electric transmission and distributions system, and enabling the economic and secure dispatch of resources deployed within the distribution system and within customer premises (the "Board Policy on Resource Planning"); and

WHEREAS, the proposal is consistent with the Board Policy on Resource Planning; and

WHEREAS, the Department of Public Service is supportive of this proposal; and

WHEREAS, following the issuance of public notice in the State Register on March 4, 2020, public hearings were held on May 4, 2020, by phone and video conference accessible to participants in Nassau and Suffolk County, and the public comment period has since expired;

NOW, THEREFORE, BE IT RESOLVED, that for the reasons set forth herein and in the accompanying Memorandum, the proposed modifications to the LIPA's Tariff are hereby adopted and approved to be effective June 1, 2020; and be it further

RESOLVED, that the Chief Executive Officer and his designees are authorized to carry out all actions deemed necessary or convenient to implement this Tariff; and be it further

RESOLVED, that the Tariff amendments reflected in the attached redlined Tariff leaves are approved.

Dated: May 20, 2020

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XI. LONG ISLAND CHOICE PROGRAM**B. Community Choice Aggregation ("CCA") Program:**

1. A CCA Program allows municipalities (villages, towns, and cities) to aggregate the usage of eligible Mass Market customers within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.
 - a) Before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO):-
 - (1) Must sign a Data Security Agreement acceptable to the Manager, and
 - (2) Must have an approved implementation and data protection plan and certification of local authorization approved by the Long Island Office of the Department of Public Service.
 - b) Upon fulfilling the requirements in XI.B.1.a), the Manager will provide the following information to the municipality or their designee in accordance with the terms and fee(s) stated herein.
 - (1) Aggregated customer data, including the number of customers by service class, the electric kWh by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request.
 - (a) The Manager will notify the requesting party if data for any service class has so few customers, or in which one customer makes up a large portion of the load, such that the aggregated information does not pass the relevant aggregation privacy standard, as referred to in the December 14, 2017 Order.
 - (b) The Manager will work with the requestor to revise the request in order to address the identified reason(s) such as expanding the geographic area included in the request or combining customer classes or other means.
 - (c) The charge for the above aggregated data in (1) is included in the Statement of CCA Customer Data Charges.
 - (2) After each municipality has entered into a CCA contract with an ESCO, the Manager shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the Department of Public Service. The data should include:
 - (a) Customer of record's name
 - (b) Mailing Address
 - (c) Primary Language (if available from the Company's billing system)
 - (d) Any additional mail address that is not the same as the service address.
 - (3) After the opt-out process has been completed, the Manager shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.
 - (4) The charge for the above data described in (2) and (3) is included in the Statement of CCA Customer Data Charges.

XI. LONG ISLAND CHOICE PROGRAM (continued):**B. Community Choice Aggregation ("CCA") Program (continued):**

(5) Upon request by the municipality or CCA Administrator, the Manager will transfer updated customer data as specified in b)(2) for CCA eligible customers that became customers of the Manager since the last eligible customer list was provided and were not on a previous eligible for opt-out list. The data will be provided to the requestor within five days of the request. After the opt-out process is complete for those customers, the Manager will provide account numbers for customers that did not opt-out as described in (b) (3). The updated eligible customer lists will be provided without charge.

2. Rules and Governance

- a) All CCAs will be created and governed in accordance with the Laws of New York State and the guidance of the Department of Public Service.
- b) LIPA, municipalities participating in the CCA, and CCA administrators will follow the Community Choice Aggregation Guidance Document provided by the Department of Public Service dated August 2019, and as further amended from time to time.
- c) ESCOs participating in the Community Aggregation Program must follow all applicable rules for ESCOs provided in the Long Island Choice section of this tariff, except such items specified in the Community Choice Aggregation Guidance Document, such as:
 - (1) Customer enrollment rules
 - (2) Provisions of customer data to the CCA/ESCO
- d) All disputes will be referred to the Department of Public Service for resolution with the Service Provider as specified under Section VI of this Tariff.

The Statement of CCA Customer Data Charges may be updated by the Authority's Staff from time to time, in consultation with the Long Island Office of the Department of Public Service.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services
(Rate Codes: 390)****1. Who is Eligible**

ESCOs or DRCs who receive and maintain a License.

2. Character of Service

Under the terms of this Service Classification, the Authority will provide information and other services to licensed ESCOs and DRCs. The types of information and services to be provided in accordance with this Tariff and the Operating Procedures include:

- a) Load and billing information for Customers served by each ESCO.
- b) Routine and special meter reading services.
- c) Special metering facilities as requested by the Customer or ESCO.

IX. Long Island Choice Program (continued):**B. C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)****3. Rates, Charges and Credits per Month****a) Bill Credit Adjustment**

Participating ESCOs and DRCs will receive a Bill Credit Adjustment.

- (1) The Bill Credit Adjustment will reconcile the annual LBMP, ancillary services, ICAP, and NTAC costs included in the Long Island Choice customer's bill credit, with the actual monthly LBMP, ancillary services, ICAP, and NTAC determined in the NYISO market.
 - (2) The Bill Credit Adjustment will be retained on file on a Statement of Bill Credit Adjustment for the Long Island Choice Program.
 - (3) The Bill Credit Adjustment will be determined as follows:
 - (a) The weighted average day-ahead zonal LBMP for each month will be calculated as the hourly day-ahead zonal LBMP prices, weighted by system hourly loads, minus
 - (b) The LBMP credit of \$38.60 per MWh, plus
 - (c) The Authority's avoided cost of ancillary services, minus
 - (d) The ancillary services bill credit of \$2.10 per MWh, plus
 - (e) The Authority's avoided cost of ICAP minus
 - (f) The ICAP bill credit of \$1.10 per MWh, plus
 - (g) The Authority's avoided cost of NTAC, minus
 - (h) The NTAC bill credit of \$0.50 per MWh
 - (i) The result of (a) through (h) is multiplied by the "BCA Loss Factor Multiplier" found in the "Statement of Energy and Peak Demand Losses" to obtain the Bill Credit Adjustment.
 - (4) The Bill Credit Adjustment will be applied monthly to the aggregate consumption of the ESCO's customers, or to each DRC's consumption, and debited or credited to the ESCO's or DRC's account.
- b) In addition to the Bill Credit Adjustments, Participating ESCOs and DRCs will receive reimbursement for direct NYISO charges for on-Long Island Capacity, ZECs and TOTs related to their participation in the Long Island Choice program.

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):**B. ~~C.~~ SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)**Rates, Charges and Credits per Month (continued):**c) Miscellaneous and Other Charges

ESCOs and DRCs will be billed monthly for miscellaneous services requested by the ESCO as agent for Participating Customers or DRC for its own purposes. Charges for these miscellaneous services that may be purchased by the ESCO and DRC are as follows:

- (1) Special Metering: ESCOs and DRCs may request the Authority to upgrade Participating Customers' meters from the standard meters used by the Authority to meters with capabilities for remote reading and for measuring load over shorter time intervals using AMI meters. ESCOs and DRCs who request the remote AMI meter reading data to be provided to them on a monthly basis will individually enter into a negotiated price agreement with the Authority. Customers can retrieve AMI data from the Manager's website at no charge

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**

- (2) Transitional Transmission Allocation Credit: ESCOs shall receive a monthly credit based on the Transitional Transmission Allocation as set forth in the Operating Procedures. Such credit shall not be negative. This allowance will be calculated as follows:
 - (a) The lesser of each ESCO's actual power imports in MW to the Authority's service territory area or the amount of Transitional Transmission Allowance in MW allocated to each ESCO during the month multiplied by
 - (b) The estimated amount of TCC revenues or charges in dollars per MW of TCC associated with the Con Edison/the Authority and the New England/the Authority interfaces for the month.
- (3) Bilateral Contracts: the Authority may offer bilateral contracts to ESCOs and DRCs from time to time as set forth in the Operating Procedures.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**

- (4) Special Meter Reading: ESCOs and DRCs may request a special meter read before the regularly scheduled read, providing the request is made seventy-two (72) hours before the date the read is needed. The ESCO or DRC shall pay the following charges:

<u>Description</u>	<u>Charge</u>
(a) Site visits during the hours of 8:30 a.m. to 4:00 p.m., weekdays excluding holidays	\$32.05
(b) Site visits during the hours of 4:00 p.m. through 7:00 p.m. on weekdays or 8:30 a.m through 4:00 p.m. on Saturday, when requested by the ESCO	\$37.75

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**

- (5) Meter Reading Historical Information: After obtaining appropriate authorization from the Customer, and subject to the availability of such data from the Authority, ESCOs or DRCs may request up to twenty-four (24) months of monthly or bi-monthly historical meter reading information without charge. Information for historical periods beyond the twenty-four (24) months, and for fifteen (15) minute interval data covering any historical period, will be provided, if available, at a charge of ten dollars (\$10.00) for each meter reading period's data request. (See Leaf No. 107B, C.10.a)

Meter Reading Historical Information available to ESCOs and DRCs will be made available directly to Customers upon their request on the same terms.

a) Adjustment to Rates and Charges

- (1) Each ESCO's or DRC's bill from the Authority will be adjusted by: (1) the result of the Power Supply Charge, minus \$0.0392 per kWh, multiplied by the Customer's metered consumption, and (2) the Increase in Rates and Charges to Recover PILOT payments.
- (2) Miscellaneous Charges on each ESCO's or DRC's bill from the Authority will also be adjusted for the NYS Assessment, except that the NYS Assessment does not apply to the Power Supply Charge or the Bill Credit Adjustment billed to ESCOs or DRCs.
- (3) The Distributed Energy Resources Cost Recovery Rate, and the Shoreham Property Tax Settlement Rider do not apply to the rates, charges or credits in this Service Classification.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)**4. Terms of Payment**

The ESCO or DRC shall pay the balance for service due via electronic transfers, within twenty (20) days of the electronic transmittal of the bill. Late payments shall be subject to Late Payment Charges. The Authority will remit any net credits due to ESCOs or DRCs in accordance with the Operating Procedures.

5. Special Provisions**a) ESCO and DRC Supply Requirements**

ESCOs and DRCs shall meet installed capacity reserve requirements established by the NYISO.

- (1) From time to time, the Authority will prepare and retain on file a "Statement of Energy and Peak Demand Losses" and a "Statement of Installed Capacity and Local ICAP for the Long Island Choice Program".
- (2) The Energy Losses portion of the Statement will be calculated using average system losses weighted by the weather normalized seasonal energy requirement of the system.
- (3) The peak demand losses will be calculated using the average system losses at the time of summer peak.
- (4) The loss factor multiplier applicable to the Bill Credit Adjustment (BCA) will reflect the weighted average of energy and demand loss (at all voltage levels) based on the respective energy and demand components of the BCA.
- (5) The Installed Capacity and Local ICAP requirements will be set equal to the levels established by the NYISO for ICAP and Local ICAP, respectively, and as changed by the NYISO from time to time.

IX. Long Island Choice Program (continued):**B. C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)
Special Provisions (continued):**b) Load Balancing**

The requirements for load balancing at the wholesale and retail level, and the procedures for settling imbalances, are set forth in the Operating Procedures.

c) Financial Security

Each ESCO and DRC shall provide financial security in a form acceptable to the Authority.

- (1) The required financial security, if any, will be determined in accordance with the Operating Procedures.
- (2) Security arrangements will be reviewed quarterly by the Authority for adequacy and possible adjustment. The ESCO and DRC will be notified in writing of any required adjustments to its financial security and is required to post the additional security within ten (10) days.
- (3) Security requirements may be satisfied with:
 - (a) A letter of credit from a bank rated A or better by a major credit agency, or
 - (b) Surety bonds or cash payments, or
 - (c) Other forms acceptable to the Authority.
- (4) The Authority will pay interest on financial security payments in cash at the Customer Deposit rate specified in the Statement of Interest on Customer Deposits. No interest will be paid on deposits satisfied with letters of credit, surety bonds or other non-cash forms.

IX. Long Island Choice Program (continued):**~~G.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)
Special Provisions (continued):**d) Customer Enrollment**

Enrollment of an Eligible Customer with an ESCO is permitted only with the consent of the Eligible Customer.

- (1) The ESCO shall enter into an Agreement with the Eligible Customer setting forth the Customer's agreement to purchase Electric Generation Service and any related services from that ESCO. The Agreement shall specify the terms and conditions of service.
- (2) The ESCO shall retain all Agreements, including taped third-party verification of Verbal Agreements, and Electronic Agreements with Eligible Customers, for a period of at least two (2) years following termination of the Agreement.
- (3) The ESCO requesting to change an Eligible Customer's electric power supplier without appropriate authorization from the Customer shall pay all costs and fees incurred by the Eligible Customer, the Authority and/or the Authority arising from or related to the unauthorized change.
- (4) Any ESCO responsible for requesting a change of an Eligible Customer's electric power supplier without such Customer's authorization may have its License suspended or revoked by the President and Chief Executive Officer's designee of the Authority.

e) Other Provisions

Provisions on dispute resolution, record keeping, billing and payment, treatment of energy imbalances, and other situations are set forth in the Operating Procedures.

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS****1. Bill Credits for Participating Customers**

Customers who participate in the Long Island Choice Program will have their bills adjusted by the following amounts which reflect the Authority's energy and capacity savings, embedded ancillary services plus the removal of the Authority's embedded charges for open access transmission service which are priced separately as the transmission charge below.

Residential and Small Commercial Non-MRP**Rate Codes without Demand Meters****(180, 280, 580)****Energy Adjustment per kWh per month**

	June to September Inclusive	October to May Inclusive
Gen/Trans Service Credit	<u>\$0.0556</u>	<u>\$0.0474</u>
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	<u>\$0.0512</u>	<u>\$0.0430</u>

**General Service Non-MRP Rate Codes
with Demand Meters (281, 283, 291)****Energy Adjustment per kWh per month****Secondary Voltage**

Gen/Trans Service Credit	<u>\$0.0524</u>	<u>\$0.0459</u>
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	<u>\$0.0480</u>	<u>\$0.0415</u>

Primary Voltage

Gen/Trans Service Credit	<u>\$0.0510</u>	<u>\$0.0446</u>
less Transmission Charge	<u>\$0.0043</u>	<u>\$0.0043</u>
Net Bill Credit	<u>\$0.0467</u>	<u>\$0.0403</u>

**Residential and Small Commercial
MRP Rate Codes (181, 182, 184, 188, 288)****Energy Adjustment per kWh per month****Daylight Savings Time, 8 p.m. to 10 a.m., and, Saturday and Sunday**

	Period 1	Period 2
Gen/Trans Service Credit	<u>\$0.0474</u>	<u>\$0.0430</u>
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	<u>\$0.0430</u>	<u>\$0.0386</u>

Daylight Savings Time, 10 a.m. to 8 p.m., Weekdays

	Period 3	Period 4
Gen/Trans Service Credit	<u>\$0.0673</u>	<u>\$0.0526</u>
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	<u>\$0.0629</u>	<u>\$0.0482</u>

IX. Long Island Choice Program (continued):

**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Bill Credits for Participating Customers (continued)**

	<u>Rate Periods*</u>		
	1	2	3
<u>Commercial MRP Rate Code (285)</u>	<u>Off-Peak</u>	<u>On-Peak</u>	<u>Intermediate</u>
Energy Adjustment per KWh	all year	June - Sept.	all
per month	midnight	except Sundays	other
	to 7 a.m.	10 a.m. to 10 p.m.	hours
Secondary Voltage			
Gen/Trans Service Credit	\$.0348	\$.0589	\$.0485
less Transmission Charge	<u>\$.0044</u>	<u>\$.0044</u>	<u>\$.0044</u>
Net Bill Credit	\$.0304	\$.0545	\$.0441
Primary Voltage			
Gen/Trans Service Credit	\$.0338	\$.0572	\$.0472
less Transmission Charge	<u>\$.0043</u>	<u>\$.0043</u>	<u>\$.0043</u>
Net Bill Credit	\$.0295	\$.0529	\$.0429
Transmission Voltage			
Gen/Trans Service Credit	\$.0333	\$.0577	\$.0464
less Transmission Charge	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Net Bill Credit	\$.0291	\$.0535	\$.0422

* See Paragraph IV. A. 10, "Daylight Savings Time", on Leaf No. 99.

Outdoor Area Lighting and Street Lighting All Year
(Rate Code 780, 781, 782, 1580)

Energy Adjustment per kWh per month	
Gen/Trans Service Credit	\$.0397
less Transmission Charge	<u>\$.0044</u>
Net Bill Credit	\$.0353

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Bill Credits for Participating Customers (continued)**

	<u>Rate Periods*</u>		
	1	2	3
<u>Commercial MRP Rate Code</u> (282, 284)	<u>Off-Peak</u>	<u>On-Peak</u>	<u>Intermediate</u>
Energy Adjustment per kWh	year	June - Sept.	all
per month	11 p.m. to 7 a.m.	weekdays 12 noon to 8 p.m.	other hours
Secondary Voltage			
Gen/Trans Service Credit	\$.0361	\$.0632	\$.0493
less Transmission Charge	<u>\$.0044</u>	<u>\$.0044</u>	<u>\$.0044</u>
Net Bill Credit	\$.0317	\$.0588	\$.0449
Primary Voltage			
Gen/Trans Service Credit	\$.0351	\$.0614	\$.0479
less Transmission Charge	<u>\$.0043</u>	<u>\$.0043</u>	<u>\$.0043</u>
Net Bill Credit	\$.0308	\$.0571	\$.0436
Transmission Voltage			
Gen/Trans Service Credit	\$.0345	\$.0603	\$.0471
less Transmission Charge	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Net Bill Credit	\$.0303	\$.0561	\$.0429

* See Paragraph IV.A.10, "Daylight Savings Time", on Leaf No. 99.

<u>Traffic Signal Lighting</u>	<u>All Year</u>
<u>(Rate Code 980)</u>	
Energy Adjustment per kWh per month	
Gen/Trans Service Credit	\$.0449
less Transmission Charge	<u>\$.0044</u>
Net Bill Credit	\$.0405

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):**

2. The Increases in Rates and Charges to Recover PILOT Payments will be applied to all of the charges on the Participating Customer's bill.
3. \$0.0392 per kWh of the Power Supply Charge will apply to the Participating Customers.
4. The Shoreham Property Tax Settlement Rider do not apply to the charges and credits contained in C.1 and C.2 above. The Shoreham Property Tax Settlement Rider will be calculated as if the Participating Customer was receiving Bundled Service from the Authority.
5. For Participating Customers, the discounts under LIPA's Business Development programs will be calculated pursuant to the provisions and energy rates applicable to Bundled Service, as if the Customer were taking Bundled Service.
6. Long Island Choice Customers are subject to the Delivery Service Adjustment and the Revenue Decoupling Mechanism according to their base rate Service Classification.
7. The NYS Assessment charge will be calculated as if the Participating Customer was receiving Bundled Service from the Authority. The New York State Assessment charge will be applied before the Increases in Rates and Charges to Recover PILOT payments to all of the actual or estimated charges on the Participating Customer's bill.
8. The Rates and Charges for Participating Customers will be increased by the Distributed Energy Resources Cost Recovery Rate to recover Distributed Energy Resource program costs, pursuant to their prevailing Rate Code for Bundled Service.
9. Each Customer's bill will be adjusted for the Securitization Offset Charge.
10. Each Customer's bill will be adjusted for the Securitization Charge.

11. Special Provisions**a) Choice of Suppliers**

Customers shall choose an ESCO to act as their agent from a list of ESCOs licensed by the Authority.

- 1) Customers shall select only one ESCO at a time unless the Customer has multiple eligible accounts, in which case the Customer may select a different ESCO for each account.
- 2) Customers may switch ESCOs or return to the Authority's Bundled Service on the first day of any month, after providing the Authority with not less than ten (10) calendar days' notice before that date. Customers shall pay the applicable administrative charge, as stated in A.5.b) above.
- 3) Customers who return to the Authority's Bundled Service shall pay the same rates that are applicable to Customers that never participated in the LI Choice Program. Any notification requirements or charges for terminating a contract between a Customer and an ESCO remain the responsibility of the Customer.

IX. Long Island Choice Program (continued):**~~G. D.~~ ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS****(continued):****Special Provisions (continued):****b) Customer Information**

Upon approval by the Customer, and in accordance with the Operating Procedures, the Authority will provide a requesting ESCO and DRC with:

- (1) Approximately twenty-four (24) months of hourly or bi-monthly Customer usage information including kWh usage and kW demands if available for the particular Customer Service Classification, and information as to whether each meter reading value was actual or estimated.
- (2) Additionally, if available, up to six (6) years of hourly, monthly or bi-monthly usage information electronically.
- (3) Additionally, up to six (6) years of 15 minute interval load information, depending on availability, electronically.
- (4) The customer information provided in 1. above will be provided at no charge. Customer information provided in items 2. and 3. above will be provided at a charge to the ESCO and DRC as provided in B.3.b.5 above.

c) Special Meter Reads and Meter Equipment

- (1) The Authority will perform special meter reads for ESCOs or Participating Customers and bill the requesting party. Requests for special meter readings shall be made not less than seventy-two (72) hours in advance of the requested read date, and are subject to the availability of the Authority personnel to perform the reading on the specified date. Charges for special meter reads are found in B.3.b.4 above.
- (2) Metering equipment provided by the Authority is that which the Customer would have been provided under the appropriate Bundled Service Classification. If requested, the Authority will provide additional equipment and bill the ESCO or DRC as provided in B.3.b.1 above.

IX. Long Island Choice Program (continued):**~~G. D.~~ ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Special Provisions (continued):****d) Two Bill Option**

If an ESCO elects the Two Bill Option:

- (1) The Authority will render its bill in accordance with the provisions of this Tariff. The Authority's bill will not include charges for the Electric Generation Service provided by the ESCO, nor will it include charges or credits related to the Customer's account that are the responsibility of the ESCO or DRC under Service Classification No. 14.
- (2) The ESCO shall render a bill to the Customer for its charges after the Customer's meter is read, and in accordance with the terms of the Agreement between the Customer and the ESCO.
- (3) Where a Customer desires to make a single payment for electric service, the Customer may arrange to have its ESCO pay the Authority's charges. If the ESCO agrees to offer this service to the Customer:
 - (a) The Authority will provide the ESCO with the amount due from the Customer.
 - (b) The Authority will withdraw that amount from the ESCO's designated bank account.
 - (c) The ESCO will recover its costs from the Customer in accordance with the terms of their Agreement.
 - (d) The Customer will remain responsible for the Authority's charges, including any applicable Late Payment Charges, until the Authority receives in full its charges for service to the Customer's account.

Long Island Power Authority

Statement of Community Choice Aggregation (CCA) Fees

<u>Type of Data:</u>	<u>Fee Per Account Provided</u>
<u>Aggregated Customer Information</u>	<u>\$0.16</u>
<u>Customer Specific Information</u>	<u>\$0.64</u>

VIII. SERVICE CLASSIFICATIONS (continued):**Q. SERVICE CLASSIFICATION NO. 13****Negotiated Rate Service for Large Commercial Customers (continued):****(Rate Codes: 278)****Who is Eligible (continued):**

- c) Retention Customer An existing single-account or multiple-account Customer that is considering:
 - (1) Relocating at least 500 KW of its electric load outside the Authority's Service Area, or
 - (2) Generating or purchasing some or all of its energy (including electricity, steam, or chilled water) from sources other than the Authority or the New York Power Authority.
- d) The Metropolitan Transportation Authority for Traction Power Service to the Long Island Rail Road.
- e) The Brookhaven National Laboratories pursuant to a Sale for Resale agreement between the Authority and the New York Power Authority.

f) Sewer districts participating in the Suffolk County Coastal Resiliency Initiatives.

2. Who Is Not Eligible

Retail enterprises [as defined in the New York State Tax Law, Section 210.12(k)(i) and (ii)] or local public entities, except as noted for specific purposes above, are not eligible for service under this Service Classification, unless they can show that they can or will generate their own power.

3. The Electric Service Agreement:

The Electric Service Agreement shall be negotiated and signed before service begins, and shall contain all the terms and conditions needed for the Authority to provide service, including Term of Service, Characteristics of Service, Rates and Charges, and restrictions and penalties that may apply.

4. Character of Service

- a) Continuous, 60 hertz, alternating current.
- b) Radial secondary service at approximately 120/208, 120/240, or 277/480 volts, three phase; network system 120/208 or 277/480, depending on the size and characteristics of the load and the circuit supplying the service.
- c) Radial primary service at approximately 2400/4160, 7620/13200 volts or higher, three phase, depending on the size and characteristics of the load and the circuit supplying the service.
- d) The Authority may consider loads with a minimum estimated demand of 10,000 KW for service at 69,000 volts or higher.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Demand Customer: A Customer who is billed for Demand charges.

Demand Meter: The device that records the maximum amount of power used by the Customer over a 15-minute interval during a specific period, such as a month.

Department: The New York State Department of Public Service.

Deposit: A sum of money given as security for payment of service.

Distribution Facilities: Facilities used to distribute electric energy to consumers, including supply lines, distribution lines, service laterals, and accessory equipment.

Distribution Line(s): A system of poles, wires, ducts, conduits, and additional equipment used for the shared distribution of electricity to Customers.

E

Easement: (See *Right-of-way*)

Eligible Net Metering Technology/Technologies: The list of eligible technologies is: Solar Electric Generating Equipment, Wind Electric Generating Equipment, Micro-Hydroelectric Generating Equipment, Micro-Combined Heat and Power (CHP) Generating Equipment, Fuel Cell Electric Generating Equipment, Farm Waste Electric Generating Equipment, Stand Alone Storage Equipment, Regenerative Braking, Vehicle-to-Grid, or other generating equipment identified as a Tier 1 technology as defined in Appendix A of the CES Order of the New York Public Service Commission issued August 1, 2016 in Cases 15-E-0302 and 16-E-0270. Regenerative braking, vehicle to grid, and additional Tier 1 technologies identified in Appendix A of the CES Order but not specifically defined in this tariff, and any other technologies not defined by PSL §66-p as renewable energy systems are required to take compensation based on the Value Stack.

Energy: Energy is electric power, used or supplied over time, and measured in KWH.

Existing Overhead Areas: Areas in which electric distribution facilities are constructed overhead, and there are no requirements to construct facilities underground.

F

Farm Waste Electric Generating Equipment: Equipment that generates electric energy from biogas produced by anaerobic digestion of agricultural wastes, such as livestock manure, farming wastes and food processing wastes with a rated capacity of not more than five thousand (5,000) kilowatts that is manufactured, installed and operated by Customer-generator in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities, operated in compliance with the Authority's standards and requirements established therefor, fueled at a minimum of ninety (90) percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues, and food processing waste, and fueled by biogas generated by anaerobic digestion with at least fifty (50) percent by weight of its feed stock being livestock manure on an annual basis. As of October 17, 2019, all new projects with Farm Waste Electric Generating Equipment are not considered a renewable energy system as defined by PSL §66-p.

Fuel Cell Electric Generating Equipment: A solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell, with a combined rated capacity of not more than ten (10) kilowatts for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in compliance with the Authority's standards and requirements established therefor. This definition, including the capacity limits specified herein, does not apply to fuel cells participating in the Fuel Cell Feed-in Tariff. As of October 17, 2019, all new projects with Fuel Cell Generating Equipment- which utilize a fossil fuel resource in the process of generating electricity are not considered a renewable energy system as defined by PSL §66-p.

Fuel and Purchased Power Cost Adjustment Clause: See definition for Power Supply Charge.

Full-Requirements Customer: A Customer whose electric power requirements are all supplied by the Authority. (See *Customer – Full Requirements Customer*)

G

Generation Project: A specific project that is eligible to participate in the Commercial Solar or Fuel Cell Feed-In Tariff under Service Classification No. 11 – Buy-Back Service.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Load: (See *Demand*)

Load Factor: The ratio of a Customer(s) average demand to peak demand during a specified period.

Location: Property with stated boundaries which is owned or occupied by a single legal entity.

M

Manager: PSEG Long Island LLC, the entity engaged by the Authority to operate, maintain, manage and act as agent for the Authority's system pursuant to the terms and conditions of the Operations Services Agreement. Nothing herein shall be read to change or modify Manager's duties and obligations or create any liability on the part of Manager beyond that set forth in the Operations Services Agreement.

Mass Market Customer(s): Residential or Small Commercial Service Classification that are not billed for demand.

Mass Market Project(s): Projects using an Eligible Net Metering Technologies owned by a Mass Market Customer(s).

Micro-Combined Heat and Power Generating Equipment: Any Residential customer with an integrated cogenerating building heating and electrical power generation system, operating on any fuel and any applicable engine, fuel cell, or other technology, with a rated capacity of at least one kilowatt and not more than ten (10) kilowatts electric and any thermal output that all full load has a design total fuel use efficiency in the production of heat and electricity of not less than eighty percent, and annually produces at least two thousand (2,000) kilowatt hours of useful energy in the form of electricity that may work in combination with supplemental, or parallel conventional heating system, that is manufactured, installed and operated in accordance with applicable government and industry standards operated in conjunction with the Authority's transmission and distribution facilities. As of October 17, 2019, all new projects with Micro-Combined Heat and Power Generating Equipment are not considered a renewable energy system as defined by PSL §66-p.

Micro-Hydroelectric Generating Equipment: A Hydroelectric system, with a rated capacity of not more than 25 kW for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities.

Month: A Month in this document is defined as a 30-day period, and monthly rates for billing periods other than a Month are prorated.

Multi-phase: Producing, carrying, or powered by multiple alternating voltages, each of which reaches its highest level at different time intervals. (See *Alternating Voltage*)

Multiple-Occupancy or Multiple Dwelling Building: A building designed to contain three (3) or more individual residential units for permanent occupancy. Each unit should contain kitchen, bath, and sleeping areas. In some instances, the Tariff may differentiate between buildings that contain three or more units and those that contain four or more units.

N

Net Energy Metering: The use of a net energy meter to measure, during the billing period applicable to a Customer-generator, the net amount of electricity supplied by the Authority to the Customer-generator and/or the net amount of electricity provided by the Customer-generator to the Authority.

I. General Information (continued):**C. General Terms and Conditions (continued):
Net Metering (continued):****a) Requirements for Installation and Operation**

- (1) Wiring and switches for Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment, owned and/or operated by Customer-generators to supply their load and feed energy to the Authority's electric system, shall be arranged in parallel so as to permit the flow of current from the Authority to the Customer-generator and vice-versa.
- (2) Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment installed in parallel with the Authority's system must comply with the Authority's "Smart Grid Small Generator Interconnection Procedures".
- (3) The Authority shall require a Customer-generator who owns and/or operates Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind, Solar or Hybrid Electric Generating Equipment to pay for the installation of dedicated transformer(s) if it is determined that dedicated transformer(s) is (are) necessary to protect the safety and adequacy of electric service provided to other Customers.
- (4) The Authority may require a Customer-generator who owns and/or operates Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment to comply with additional safety or performance standards than those specified in the Authority's "Smart Grid Small Generator Interconnection Procedures", perform or pay for additional tests, or purchase additional liability Insurance when the total rated generating capacity of the electric generating equipment that provides electricity to the Authority through the same local feeder line exceeds twenty (20%) of the rated capacity of the total feeder line.
- ~~(5)~~ Mass Market Projects subject to NEM compensation will be permitted to pair on-site energy storage with the eligible generating equipment under PSL Sections 66-j and 66-l and remain eligible under Phase One NEM. However, customers that wish to pair energy storage with a Large Onsite Project or Large Offsite Project will be required to receive compensation based on the VDER Value Stack tariff.
- ~~(5)(6)~~ For CDG project and On-Site Mass Market customer interconnection requests made on or after January 1, 2019, a distributed generation provider must submit proof to the Manager prior to the in-service date that its project has been registered with Department of Public Service Staff in accordance with the Uniform Business Practices for Distributed Energy Resource Suppliers in the LIPA Service Territory.

I. General Information (continued):**C. General Terms and Conditions (continued):
Net Metering (continued):****d) Interconnection and Transformer Charges**

- (1) If the Mass Market Customer's ~~Solar, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell and/or Wind~~ Eligible Net Metering Technology Electric Generating Equipment has a rated capacity of equal to or less than twenty five (25) kilowatts, the Customer-generator shall not be required to pay the Authority any Interconnection charges.
- (2) If the Mass Market Customer's ~~Solar, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell and/or Wind~~ Eligible Net Metering Technology Electric Generating Equipment has a rated capacity of more than twenty five (25) kilowatts, the Customer-generator shall be responsible for payment to the Authority of one hundred percent (100%) of the interconnection expenses.
- (3) The Large Onsite Customers, Large Offsite Customers, and Commercial Demand NEM Customers shall be responsible for payment to the Authority of one hundred percent (100%) of the interconnection expenses of such ~~Solar, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell and/or Wind~~ Eligible Net Metering Technology Electric Generating Equipment.
- (4) If the Authority determines that it is necessary to install a dedicated transformer or transformers or other equipment to protect the safety and adequacy of the electric service provided to other Customers:
 - (a) The Mass Market Customer installing Solar Generating Equipment, Micro-Combined-Heat-and-Power Generating Equipment, Micro-Hydroelectric Generating Equipment, or Fuel Cell Electric Generating Equipment with a rated capacity of equal to or less than twenty five (25) kilowatts, shall pay to the Authority the cost of installing the transformer(s) and other equipment, up to a maximum of three hundred and fifty dollars (\$350.00).
 - (b) The Residential Customer installing Farm Waste Electric Generating Equipment shall pay to the Authority the cost of installing the transformer(s) and other equipment, up to a maximum of five thousand dollars (\$5,000) per farm operation.
 - (c) The Non-residential Customer-generator installing Solar Generating Equipment with a rated capacity of equal to or less than twenty five (25) kilowatts shall pay to the Authority the cost of installing the transformer(s) or other equipment, up to a maximum of three hundred and fifty dollars (\$350.00).

I. General Information (continued):**C. General Terms and Conditions (continued):****1. Net Metering of Community Distributed Generation**

Net metering of Community Distributed Generation ("CDG") allows residential and commercial customers to collectively share in the benefits of a remotely-sited distributed generation resource as if such resource was interconnected directly to the Customer's account. The general eligibility requirements for net metering and all other terms and conditions of this Tariff apply, as modified by or in addition to the specific requirements contained in this section.

Net metering of Community Distributed Generation is available throughout the Authority's service territory. Net metering of Community Distributed Generation is available to eligible customers, on a first come, first served basis.

The Authority shall not be responsible for any contractual arrangements or other agreements between the CDG Host and CDG Satellite, including contractual terms, pricing, dispute resolution, and contract termination

a) Definitions

CDG Host: a Non-Residential Customer-Generator that owns or operates electric generating equipment eligible for net metering under this Tariff ~~or stand-alone storage~~. Net energy produced by the generating equipment of a CDG Host is applied to the accounts of CDG Satellites with which it has a contractual arrangement governing the disposition of net metering credits.

CDG Satellite: A residential or commercial Customer who is participating in a CDG Project. Each CDG Satellite Customer shall own or contract for a proportion of the Excess Generation accumulated at the meter of the CDG Host.

Excess Generation: the electricity (kWh) supplied by the CDG Host to the Authority during the billing period that exceeds the electricity (kWh) supplied by the Authority to CDG Host. For purposes of net metering of Community Distributed Generation, the excess generation will be recorded by an hourly interval meter so that time-differentiated excess generation can be calculated for distribution to CDG Satellite accounts as required.

b) Initial and Subsequent Applications by CDG Hosts

The CDG Host must be a Non-Residential Customer-Generator ~~or Non-Residential project owner of stand-alone storage~~ that meets all the qualifications of this Tariff and must comply with any Operating Procedures for Community Distributed Generation approved by the Board of Trustees, including and in addition to the requirements listed below. The CDG Host will be assigned to an applicable Service Classification based on the greater of the load or the generation at the CDG Host site.

The terms and conditions for net metering applicable to the CDG Host Account are contained in Section I.C.15, except as modified below.

I. General Information (continued):**C. General Terms and Conditions (continued):****Net Metering of Community Distributed Generation (continued):**

- g) Projects with eligible Net Metering Technologies will receive credits calculated and applied as described in items (1) through (9) below when (1) Mass Market Projects have become Substantially Interconnected on or after January 1, 2018 (2) Large Offsite Projects have submitted complete applications as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" on or after May 1, 2018 or (3) Existing generators sized greater than two thousand (2,000) kilowatts to five thousand (5,000) kilowatts that meet the eligibility criteria and are not currently compensated under the Value Stack shall be permitted to opt-in to participation in the Value Stack compensation.
- (1) The CDG Host account will be billed in accordance with the procedures used to calculate a bill for an individually net metered Customer, except that Excess Generation remaining after the bill has been calculated will be monetized based on a calculation described in Section 1.C.18.C - Value Stack Crediting then the Excess Generation will be allocated to Mass Market Customer Satellite accounts and the monetized Value Stack Crediting will be allocated to Large Offsite Customer Satellite accounts in accordance with the CDG Host's designated allocation requests. Any monetized value remaining after the allocation will remain with the CDG Host account as a bill credit to be allocated to the Satellite accounts in future billing periods.
- (2) For Mass Market Customer Satellite accounts, as each is billed, Excess Generation allocated to the Satellite account will be applied to the Mass Market Satellite account as if the Customer were individually net metered. For Mass Market Satellite accounts served under time-of-use rates, the Excess Generation will be further allocated to the rating periods applicable to the Mass Market Satellite account in proportion to the times, days and seasons when the Excess Generation was delivered to the Authority.
- (3) For Mass Market Customer Satellite accounts, if any allocated Excess Generation remains after application to the Satellite account, the remaining allocated Excess Generation shall be carried forward on the Mass Market Satellite's account as a volumetric (kWh) credit for future bill periods.
- (4) Value Stack Crediting will apply to Mass Market Customer Satellite accounts that participate in a CDG project that has submitted a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" on or after January 1, 2020, or a non-renewable CDG project that has submitted a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" after October 17, 2019. For a Mass Market Customer Satellite account receiving Value Stack crediting, if any bill credit remains on the Satellite account, the remaining bill credit shall be carried forward for future bill periods.
- (5) For Large Offsite Customer Satellite account, as each Large Offsite Satellite account is billed the monetized Value Stack Crediting will be allocated to that account.
- (6) For Large Offsite Customer Satellite account, if any bill credit remains on the Satellite account, the remaining bill credit shall be carried forward on the Large Offsite Satellite's account for future bill periods.
- (7) Annual Allocation Requests
Once a year, following the annual anniversary of the CDG Host, after the CDG Host and all CDG Satellite accounts have been billed and credits allocated in accordance with this Tariff, the Authority shall supply the CDG Host a calculation of any excess credits returned to the CDG Host and/or any unallocated excess credits remaining at the CDG Host. By the following anniversary date, the CDG Host must provide to the Authority an annual allocation request for distributing these excess credits to one or more of the CDG Satellite Accounts. No distribution shall be made if an allocation request is not received by the required date, and undistributed credits on the CDG Host shall be subject to forfeit.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):****(d) Alternative Method Change Requests**

A request for a change in VDER Value Stack Capacity Component compensation submitted by a Customer-Generator with intermittent generation is subject to the following limitations:

- (i) A project compensated under Alternative 1 may switch to compensation under Alternative 2 or to Alternative 3;
- (ii) A project compensated under Alternative 2 may switch to Alternative 3;
- (iii) A project compensated under Alternative 2 cannot switch to Alternative 1; and
- (iv) A project compensated under Alternative 3 cannot switch to Alternative 1 or Alternative 2.

(3) Environmental Component

- (a) Customers with generation that is eligible to receive Renewable Energy Standard Tier 1 Renewable Energy Credits ("RECs") must elect, by the date of interconnection, to either retain all RECs generated, or to sell these RECs to The Authority. For customers who elect to transfer their RECs to The Authority and for CDG Satellite Accounts who's CDG Host Account elects to transfer their RECs to The Authority, will receive the Environmental Component.
- (b) The environmental component will be determined as of the in service date of the Customer-generator and will be the greater of either:
 - (i) NYSERDA posted Tier 1 REC market price or
 - (ii) Social Cost of Carbon net of the Regional Greenhouse Gas Initiative ("RGGI")
- (c) The project's Environmental Component Credit rate will be set at the current value as of the date the applicant makes an advanced payment of 30% of the estimated costs as per Step 7 of the Authority's "Smart Grid Small Generator Interconnection Procedures" or has its standard interconnection contract executed if no such payment is required. The value shall be fixed for the Customer-generator's first twenty-five (25) years of compensation under the Value Stack. The Environmental Component Credit per (\$/kWh) will be summed for all hours of the Customer-generator's billing month and added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.
- (d) For all other customers that choose to retain their RECs, the Environmental Component Rate is \$0/kWh.
- (e) For any project submitting a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" after October 17, 2019, that does not meet the definition of renewable energy systems in PSL §66-p, the Environmental Component Rate is \$0/kWh.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):****(4) Value of Distribution**

Demand Reduction Value (DRV) and Locational System Relief Value (LSRV) will be based on the utility Marginal Cost of Service (MCOS) studies per Service Classification, and will be determined as follows:

- (a) For eligible Customer-generators, the DRV compensation will be calculated by multiplying the sum of the projects net injections (kWh) for each of the DRV/LSRV Contracted Hours by the project's DRV Value Stack rate (\$/kWh). The project's DRV rate will be set at the current DRV value as of the in-service date the applicant makes an advanced payment of 30% of the estimated costs as per Step 7 of the Authority's "Smart Grid Small Generator Interconnection Procedures" or has its standard interconnection contract executed if no such payment is required. The rate shall be fixed for ten (10) years. After the first ten (10) years, eligible Customer-generators will be compensated the then applicable DRV rate and hours. The rate will be updated in a Statement of Value Stack Credits.
- (i) Customer-generators may choose to waive the DRV compensation of the Value Stack and opt-in to the Commercial System Relief Program (CSRP). This voluntary election is a one-time, irreversible decision that may be made at any point during the project's Value Stack compensation period. The Customer-generator must notify the Authority of its intention to opt in to the CSRP.
- (b) Customer-generators located in designated project locations will receive a LSRV payment based on Load Relief when an LSRV Planned Event is called. PSEG Long Island will notify the Customer-generator of an Event twenty-one (21) hours in advance and the window may be between one (1) to four (4) hours long.
 - (i) Customer-generators will receive payments based on the lowest hourly net kW injection during each call.
 - (ii) The LSRV (\$/kW-year) is currently set at 50% of the DRV value identified in Statement of Value Stack Credits for all LSRV areas.
 - (iii) There must be a minimum of ten (10) calls each year. The \$/kW-year will be divided by ten (10) to determine the value of each call window. If there are less than ten (10) calls, at the end of the period identified in the DRV/LSRV Contracted Hours, the Customer-generator will be compensated for the calls that did not occur at the lowest hourly net kW injection for a total of ten (10) calls in their October Value Stack Bill Credit.
 - (iv) The project's LSRV rate will be set at the current LSRV value as of the date the applicant makes an advanced payment of 30% of the estimated costs as per Step 7 of the Authority's "Smart Grid Small Generator Interconnection Procedures" or has its standard interconnection contract executed if no such payment is required. The LSRV payment shall be fixed for a ten (10) year term of compensation for the Customer-generator, after which time the LSRV payment will be reset based on the then applicable LSRV.
 - (v) The LSRV will only be available to projects located in LSRV areas. Eligible LSRV areas that have been identified by the Authority may be found on Statement of LSRV Areas.
- (c) For each Customer-generator's billing period, the sum of the above listed components from 1.C.18 (4) (a) to (b) will be added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.

(5) CDG Community Credit

~~Any~~ Large Offsite Projects, ~~other than projects with Fuel Cell Electric Generating Equipment,~~ will receive a CDG Community Credit (\$/kWh) as part of their Value Stack Calculation Bill Credit for 25 years from their in-service date.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):**

(a) ~~Mass Market participants in CDG projects receiving the Value Stack Calculation Bill Credit will receive an additional CDG Community Credit (\$/kWh) for 25 years from the project's in-service date. The project's Community Credit rate will be set at the current value as of the date the applicant makes an advanced payment of 30% of the estimated costs as per Step 7 of the Authority's "Smart Grid Small Generator Interconnection Procedures" or has its standard interconnection contract executed if no such payment is required. The project's Community Credit will remain at that fixed level (\$/kWh) for twenty-five (25) years from the project's in-service date.~~

(b) The value of the CDG Community Credit is identified in the Statement of Value Stack Credits. The value may vary by resource technology or other characteristic recognized by Order of the New York Public Service Commission.

a) Value Stack Billing

At the conclusion of a billing period, a Customer will be billed for the total consumption of energy measured at the rates specified in the customer's otherwise applicable Service Classification, including applicable demand charges.

If there is a Value Stack Calculation Bill Credit for the month, such credit will be applied as a direct monetary credit to the Customer's current utility bill for any outstanding energy, customer, demand, or other charges. If the Customer's current month's Value Stack Calculation Bill Credit plus any prior period Value Stack Calculation Bill Credit exceeds the current bill, the remaining monetary credit will be handled as follows:

- (1) Large On-Site Customers, See Section C.15.h).(2)
- (2) For Remote Net Metered accounts, See Section C.16.b).(5)
- (3) For CDG accounts, See Section C.17.g)

b) Storage

- (1) Customers with stand-alone storage that is sized not to exceed 115% of the customer's peak hourly consumption load may be on any rate for which they qualify and will be compensated at the Value Stack minus the Environmental credit and the CDG Community Credit for all excess generation.
- (2) Customers with stand-alone storage that is sized at 115% or above of the customer's peak hourly consumption must be on a qualifying Time Of Use rate and will be compensated at the Value Stack minus the Environmental credit and the CDG Community Credit for all excess generation.

(3) For customers who pair energy storage systems with eligible electric generating equipment ("Hybrid Facility"), the Authority will calculate the Environmental Component Credit and the CDG Community Credit, pursuant to the rules set forth below. All other Value Stack components, including the Energy Component Credit, Capacity Component Credit, DRV Component Credit, and LSRV Component Credit, will be calculated as specified in section I.C.18.c).(4) above. Consistent with section I.C.18.c).(3), the Environmental Component Credit will only be provided where the electric generating equipment is eligible to receive Tier 1 RECs, the Community

Credit will only be provided for eligible customers and consistent with the Community Credit rate applicable to the customer and the Capacity Component will be calculated based on Alternative 1, Alternative 2 or Alternative 3 based on customer election.

Long Island Power Authority**Statement of Value Stack Credits (VSC)**Applicable to those Rate Codes and CustomersSubject to the Phase One Value Stack as set forth in the Tariff for Electric Service

Applicable to all metered accounts with Customer-generators subject to the Value Stack with rate codes within Service Classification Nos. 2-L, 2L-VMRP, 2-MRP or 12¹ as set forth in the Tariff for Electric Service.

Energy Component	
Average Monthly Energy Component (based on published day ahead NYISO hourly zonal LBMP energy prices) [averaged by zone]. http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp	

Capacity Component	
Alternative 1 October 2019 Rate	\$0.0184 / kWh
Alternative 1 Proxy Capacity Factor	34.3%
Alternative 2 Rate	\$0.2078 / kWh
Alternative 3 October 2019 Monthly Capacity Market Price	\$4.8082 / kW Monthly

Environmental Component	\$0.02741 / kWh
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Demand Reduction Value (DRV)	For hourly net injections during DRV contracted hours	\$0.3433 / kWh
Demand Reduction Value (LSRV)	For the lowest hourly net injection during a LSRV events	\$5.4930 / kWh per event

Community Credit	\$0.0500 / kWh
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Community Credit Adjustment Factors	
<u>Technology</u>	<u>Adjustment Factor</u>
Fuel Cells	16%

Monthly Solar Production: for a 1 kW AC Solar System used in the calculation of Alternative 1; Consistent with monthly values issued in the State Public Service Commission Order Regarding Value Stack Compensation in Case 15-E-0751 issued April 18, 2019.

Monthly Solar Production	
Month	(kWh/kW)
1	56
2	71
3	113
4	123
5	143
6	148
7	147
8	141
9	112
10	90
11	66
12	51
Total	1260

Note 1: including only those SC-12 customers that would have been eligible for service under will pay the rate of a similar size customer on SC-2L, 2L-VMRP or 2-MRP based on size, type and/or character of load.



**Smart Grid Small Generator Interconnection Procedures
For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel
with LIPA's Radial Distribution Systems**

Revised January 1, 2020

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Section I. Application Process

Section I.A. Introduction

The Smart Grid Small Generator Standardized Interconnection Procedures (“SGIP”) administered by PSEG Long Island, as the service provider and agent for LIPA, provides a framework for processing applications for interconnection to LIPA’s Distribution System for:

- i. Interconnection of new distributed generation facilities with an AC nameplate rating of less than 10 MW (aggregated on the customer side of the point of common coupling (PCC))
- ii. Interconnection of new energy storage system (ESS) facilities with an AC inverter/converter nameplate rating of less than 10 MW ~~or less~~ aggregated on the customer side of the PCC that may be stand-alone systems or combined with existing or new DG (Hybrid Projects); however, maximum export capacity onto the utility distribution system is capped at an AC nameplate rating or AC inverter/converter nameplate rating of less than 10 MW ~~or less~~;
- iii. Modifications to existing distributed generation facilities and/or ESS facilities with an nameplate rating of less than 10 MW (aggregated on the customer side of the PCC) that have been interconnected to the LIPA Distribution System and where an existing contract between the applicant and LIPA is in place.
- iv. For new distributed generation facilities less than 10 MW, interconnection to specific voltage level of the LIPA System will be determined during the study phase of the application process.
- v. New distributed generation facilities 10 MW and above must connect to LIPA’s transmission system and make application to the NYISO under its Small Generator Interconnection Procedures (SGIP) or Large Generator Interconnection Procedures (LGIP), as applicable.
- vi. PSEG Long Island will use reasonable efforts to adhere to the specific timeline set forth in the SGIP. However, additional time may be needed to conduct research, studies, and other tasks necessary for interconnection of new technologies. Once such a system is successfully interconnected, it will no longer be considered a new technology, and PSEG Long Island will follow the timelines in accordance with this agreement.

If a Distributed Generation or Energy Storage System is neither designed to operate nor operating in parallel with LIPA’s System, such equipment is not subject to these requirements.

The application procedures set forth in Section I are organized to facilitate efficient review of potential interconnections to LIPA’s Distribution System. This document will help ensure that applicants are aware of the technical interconnection requirements and LIPA’s interconnection policies and practices. This SGIP and related procedures will also provide applicants with an understanding of the process and information required to allow PSEG Long Island to review and accept the applicants’ equipment for interconnection in a reasonable and expeditious manner.

The application procedures for up to 10 MW distributed generator interconnections to LIPA’s Distribution System are detailed in Section I and organized for three categories of generator interconnections. Section I.B addresses application procedures for systems of less than 50 kW as well as inverter-based systems above 50 kW up to 300 KW that have been certified and tested in accordance with UL 1741. Section I.C addresses application procedures for systems above 50 kW up to 5 MW. Section

I.D addresses application procedures above 5 MW up to 10 MW. All systems 0-5 MW are eligible to use web- based application procedures, which are detailed in Section I.E.

For systems sized between 0-5 MW, the time required to complete the process will reflect the complexity of the proposed project. Projects using previously submitted designs certified per the requirements of Section II.H will move through the process more quickly, and several steps may be satisfied with an initial application depending on the detail and completeness of the application and supporting documentation submitted by the applicant. Applicants submitting systems utilizing certified equipment however, are not exempt from providing PSEG Long Island with complete design packages necessary for PSEG Long Island to verify the electrical characteristics of the generator systems, the interconnecting facilities, and the impacts of the applicants' equipment on LIPA's Distribution System.

The application process and the attendant services are offered on a non-discriminatory basis. PSEG Long Island will clearly identify its costs related to the applicants' interconnections, specifically those costs PSEG Long Island would not have incurred but for the applicants' interconnections. PSEG Long Island will keep a log of all applications, milestones met, and justifications for application-specific requirements. The applicants are to be responsible for payment of all costs, as provided for herein.

All interconnections to LIPA's Distribution System are subject to the Smart Grid SGIP set forth in Section II. These requirements detail the technical interconnection requirements and PSEG Long Island interconnection policies and practices. Where specific standards or requirements are applicable to a specific type of system or to a system of a particular kW or MW value, such limitations are noted in the applicable standards.

Currently, LIPA does not allow any interconnection of Distributed Generation in Underground secondary Network Areas of the LIPA distribution system.

All application timelines shall commence the next Business Day following receipt of information from the applicant.

Additional technical references and requirements are included in "PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System" document which addresses such matters as the following:

- Voltage Response
- Frequency Response
- Reconnection to LIPA's Distribution System
- Induction Generators
- Inverters
- Minimum Protective Functions
- Metering
- Islanding
- Operating Requirements
- Disconnect Switch
- Power Quality
- Power Factor
- Equipment Certification (new section)
- Verification Testing (new section)
- Preliminary Screening Analysis
- Other technical requirements

All Interconnection Customers must comply with “PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System” document, as it may be modified by LIPA from time to time.

All SGIP applicants that are subject to the Business Practices for Distributed Energy Resource Suppliers (BP-DERS) that are in non-compliance of the BP-DERS may be subject to the suspension of their application for interconnection to LIPA’s Distribution System.

A glossary of terms used herein is provided in Section III.

Section I.B. Application Process Steps for Systems 50 kW or Less (Expedited/Fast Track Process)

Exception 1: For inverter based systems above 50 kW up to 300 kW, applicants may follow the expedited application process outlined in this section provided that the inverter based system has been certified and tested in accordance with the most recent revision of UL 1741 and its supplement A (SA), and PSEG Long Island has approved the project accordingly. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the inverter based system is not eligible for the expedited application process, the applicant can:

1) Proceed with the remaining steps of Section I.C of the SGIP (Systems above 50 kW up to 5 MW);

Exception 2: For non-inverter based system 50 kW or less, the applicant should be aware that additional information and review time may be required by PSEG Long Island (refer to Step 3). The applicant must include the items required in Step 5 of the Application Process Steps for Systems above 50 kW up to 5 MW in its original application. This exception should not be considered the rule, but used by PSEG Long Island only in justified situations. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for expedited process, and whether it is approved for interconnection if eligible for expedited process. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the non-inverter based system is not eligible for the expedited application process, the applicant can:

1) Proceed with the remaining steps of Section I.C of the SGIP (Systems above 50 kW up to 5 MW);

STEP 1: Initial Communication from the Potential Applicant

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project

Technical staff from PSEG Long Island discusses the scope of the interconnection with the potential applicant (either by phone or in person) and provide a copy of the SGIP document and any LIPA specific technical specifications that may apply. A PSEG Long Island representative will be designated to serve as the single point of contact for the applicant (unless PSEG Long Island informs the applicant otherwise) in coordinating the potential applicant’s project with PSEG Long Island.

STEP 3: Potential Applicant Files an Application

The potential applicant submits an application package to PSEG Long Island. No application fee is required for systems 50 kW or less.

A complete application package will consist of all items detailed in Appendix F. PSEG Long Island strongly prefers electronic submission of all documents, including electronic signatures, whenever possible. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, meets the SGIP technical requirements in Section II, and approved for interconnection if all other requirements are met. PSEG Long Island shall notify the applicant by email, fax, or other form of written communication. If the application is deemed not complete by PSEG Long Island, PSEG Long Island shall provide an explanation of the deficiencies identified and a list of the additional information required from the applicant. Once it has received the required information, PSEG Long Island shall notify the applicant of the acceptance or rejection of the application within ten (10) Business days. If the applicant fails to submit the additional information requested by PSEG Long Island to address the deficiencies, PSEG Long Island within thirty (30) Business Days following the date of PSEG Long Island's written notification, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.

If PSEG Long Island accepts the application, the notification of acceptance to the applicant shall include an executed LIPA Standardized Interconnection Contract and the applicant may proceed with the proposed installation. PSEG Long Island shall also indicate in its response to the applicant whether or not it plans to witness the testing and verification process in person.

An application will be placed in PSEG Long Island's interconnection inventory once it is accepted as complete. If the final acceptance as set out in Step 6 below is not completed within twelve (12) months of receipt of such executed copy of the Standardized Interconnection Contract as a result of applicant inactivity or other failure to pursue diligently the timely completion of the interconnection, PSEG Long Island has the right to notify the applicant by email and U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from PSEG Long Island's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and justification as to why the project should remain in PSEG Long Island's interconnection inventory for an additional period of time.

With respect to an applicant proposing to install a system rated 25 kW or less, that is to be net-metered, if PSEG Long Island determines that it is necessary to install a dedicated transformer(s) or other equipment to protect the safety and adequacy of electric service provided to other customers, the applicant shall be informed of its responsibility for the actual costs for installing the dedicated transformer(s) and other safety equipment. LIPA's Tariff for Electric Service (the "Tariff") specifies the maximum responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment. The applicant will pay the cost estimate as provided in Section D.

STEP 4: System Installation

The applicant will install the system according to PSEG Long Island accepted design and the equipment manufacturer's requirements. If there are substantive design variations from the originally accepted system diagram, a revised system diagram (and other drawings for non-inverter based systems) shall be submitted by the applicant for PSEG Long Island review and acceptance. All inverter based systems will be allowed to interconnect to the LIPA system for a period not to exceed two hours, for the sole purpose of ensuring proper operation of the installed equipment.

For net metered systems as defined in Section II.B.6, any modifications related to existing metering configurations to allow for net metering shall be completed by PSEG Long Island prior to Step 5. PSEG Long Island shall complete the necessary metering changes within ten (10) Business Days of receiving a request from the applicant.

STEP 5: The Applicant's Facility is tested in Accordance with the Smart Grid SGIP

Verification testing will be performed by the applicant in accordance with the written verification test procedure provided by the equipment manufacturer. If PSEG Long Island requested to witness the testing and verification process in person as required in Step 3, the applicant shall provide a written letter of notification to PSEG Long Island that the system installation is completed, including any applicable inspections and authorization. After receipt of notification, the verification testing will be conducted within ten (10) Business Days of system installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP; PSEG Long Island - accepted design and the equipment manufacturer's instructions. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 5. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

STEP 6: Final Acceptance

Within five (5) Business Days of receiving the written notification of successful test completion from Step 5, PSEG Long Island will issue to the applicant a formal letter of acceptance for interconnection. If the test was not completed successfully, the project must be modified to pass the test, or the project shall be withdrawn from the PSEG Long Island queue. Within five (5) Business Days of the completion of the on-site verification, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system.

Section I.C. Application Process Steps for Systems above 50 KW up to 5 MW

For inverter based systems above 50 kW up to 300 kW, certified and tested in accordance with the most recent revision of UL 1741, and its supplement SA, applicants are encouraged, but not required, to use the expedited application process (Section I.B).

PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete and whether it is eligible for interconnection. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the DG system cannot be interconnected or requires additional information be submitted and/or additional review time is needed, the applicant can work with PSEG Long Island on an appropriate timeframe and approval schedule agreeable to both parties.

Currently, LIPA does not allow interconnection of Distributed Generation in Underground secondary Network Areas of the LIPA distribution system.

STEP 1: Initial Communication from the Potential Applicant.

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project.

Technical staff from PSEG Long Island may discuss the scope of the interconnection with the potential applicant (either by phone or in person) and shall provide a copy of the SGIP and any PSEG Long Island specific technical specifications that may apply. A PSEG Long Island representative shall be designated to serve as the single point of contact for the applicant in coordinating the potential applicant's project with PSEG Long Island. At this time the applicant may also request that a Pre-Application Report (see Appendix D herein) be provided by PSEG Long Island. The applicant shall provide a non-refundable fee of \$750 with its request for completion of the Pre-Application Report. The Pre-Application Report shall be provided to the applicant within ten (10) Business Days of receipt of the form and payment of the fee. The Pre-Application Report will be non-binding and shall only provide the electrical system data and information requested that is readily available to PSEG Long Island. Should the applicant formally apply to interconnect their proposed DG project within fifteen (15) Business Days of receipt of PSEG Long Island's Pre-Application Report, the \$750 will be applied towards the application fee in Step 3.

STEP 3: Potential Applicant Files an Application.

The potential applicant submits an application to PSEG Long Island in the name of the customer. A complete application package will consist of all items detailed in Appendix F. Electronic submission of all documents is acceptable, inclusive of electronic signature whenever possible. If a Pre-Application Report has been provided to the customer, and an application is received by PSEG Long Island within fifteen (15) Business Days of the date of issue of the Pre-Application Report, a \$750 credit will be applied towards the application fee. Otherwise, payment of a non-refundable \$750 application fee is required. PSEG Long Island shall review the application to determine whether it is complete in accordance with Appendix F, and whether any additional information is required from the applicant. PSEG Long Island shall notify the applicant in writing within ten (10) Business Days following receipt of the application. If the application is not complete, PSEG Long Island's notification shall specify what is missing from the application and provide a list of additional information needed. PSEG Long Island shall notify the applicant by email, fax, or other form of written communication.

The applicant shall submit to PSEG Long Island all items required by Appendix F, and provide additional information identified by PSEG Long Island. If the applicant has failed to do so within thirty (30) Business Days following the date of PSEG Long Island's notification, the application shall be deemed withdrawn and no further action on the part of PSEG Long Island is required.

If the required documentation is presented in this step, PSEG Long Island may move to Step 4 and perform the required reviews and allow the process to proceed as expeditiously as possible.

A completed application shall be placed in the interconnection queue maintained by PSEG Long Island.

If the required documentation is presented in this step, it will allow PSEG Long Island to move to Step 4 and perform the required reviews and allow the process to proceed as expeditiously as possible.

PSEG Long Island will refund any advance payments for services or construction not yet completed should the applicant be removed from PSEG Long Island's interconnection inventory. If the costs incurred by PSEG Long Island exceed the advance payments made by the applicant prior to removal from the interconnection inventory, the applicant will receive a bill for any balance due to PSEG Long Island.

STEP 4: PSEG Long Island Conducts a Preliminary Review and Develops a Cost Estimate for the Coordinated Electric System Interconnection Review (CESIR).

PSEG Long Island shall perform a Preliminary Screening Analysis of the proposed system interconnection utilizing the technical screens A through F detailed in Appendix G. The Preliminary Analysis shall be completed and a written response detailing the results of each screen and the overall outcome of the Preliminary Analysis shall be sent to the applicant within fifteen (15) Business Days of the completion of Step 3. Depending on the results of the Preliminary Analysis and the subsequent choices of the applicant, the following process or processes will apply:

If the Preliminary Screening Analysis finds that the applicant's proposed system passes all of the relevant technical screens (*i.e.*, screens P1 through P8) and is in compliance with the Interconnection Requirements outlined in Section II, there are no requirements for Interconnection Facilities or Distribution Upgrades. As such PSEG Long Island will return an executed Standardized Interconnection Contract to the applicant and the applicant may proceed with the interconnection process.

If the Preliminary Screening Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (*i.e.*, screens P1 through P8), PSEG Long Island shall provide the technical reasons, data and analysis supporting the Preliminary Analysis results in writing. The applicant shall notify PSEG Long Island within ten (10) Business Days following such notification whether to (i) proceed to a Preliminary Screening Analysis results meeting, (ii) proceed to Supplemental Screening Review, (iii) proceed to a full CESIR, or (iv) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- i. If the applicant chooses to proceed to a Preliminary Screening Analysis results meeting and modifications that obviate the need for Supplemental Screening Analysis are identified, and the applicant and PSEG Long Island agree to such modifications, PSEG Long Island shall return a signed and executed Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. The applicant shall notify PSEG Long Island within fifteen (15)

Business Days following such notification indicating the intention of the applicant to revise its application as requested and proceed with the interconnection process.

If Interconnection Facilities or Distribution Upgrades are required and agreed to, PSEG Long Island shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Preliminary Screening Analysis results meeting. The applicant will pay the cost estimate as provided in Section D.

If the applicant chooses to proceed to a Preliminary Screening Analysis results meeting and modifications that obviate the need for Supplemental Analysis are not identified and agreed to, the applicant shall notify PSEG Long Island within ten (10) business days of the meeting of their intention to (i) proceed to Supplemental Screening Analysis, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) business days, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- ii. Applicants that elect to proceed to Supplemental Screening Analysis shall provide a nonrefundable fee of \$2,500 with their response; however, actual costs up to a maximum of \$5,000 will be billable to the applicant upon reconciliation of utility costs as defined in Step 11 or exit from the interconnection queue. PSEG Long Island shall complete the Supplemental Analysis within twenty (20) Business Days, absent extraordinary circumstances, following authorization and receipt of the fee. If the Supplemental Analysis finds that the applicant's proposed system passes all of the relevant technical screens (i.e. screens S1 through S13) and is in compliance with the Interconnection Requirements outlined in Section II, then there are no requirements for Interconnection Facilities or Distribution Upgrades. Thus, PSEG Long Island will return a signed and executed Standardized Interconnection Contract to the applicant within fifteen (15) Business Days of providing the applicant the results of the Supplemental Review and the applicant may proceed with the interconnection process. The applicant will sign and return the contract within fifteen (15) Business Days after receipt from PSEG Long Island and proceed with the interconnection process.

If the Supplemental Screening Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (i.e., screens S1 through S13), PSEG Long Island shall provide the technical reasons, data, and analysis supporting the Supplemental Analysis results in writing. The applicant shall notify PSEG Long Island within ten (10) Business Days following such notification whether to (i) proceed to a Supplemental Screening Analysis results meeting, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- i. If the applicant chooses to proceed to a Supplemental Screening Analysis results meeting, and modifications that obviate the need for a CESIR are identified, and the applicant and PSEG Long Island agree to such modifications, PSEG Long Island shall return a signed and executed Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. The applicant will sign and return the contract within 15 Business Days after receipt from PSEG Long Island and proceed with the interconnection process.

If Interconnection Facilities or Distribution Upgrades are required and agreed to, PSEG Long

Island shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Supplemental Screening Analysis results. The applicant will pay the cost estimate as provided in Section D.

- ii. If the applicant chooses to proceed to a Supplemental Review results meeting and modifications that obviate the need for CESIR are not identified and agreed to, the applicant shall notify PSEG Long Island, within ten (10) business days of the meeting, of the applicant's intention to proceed to a full CESIR or withdraw the application. If the applicant fails to notify PSEG Long Island of applicant's decision within thirty (30) Business Days of notification of the Supplemental Analysis results, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.
- iii. If the applicant and PSEG Long Island are unable to identify or agree to modifications that enable the applicant to pass either the Initial or Supplemental Analysis or if the applicant chooses at any time in the above process to proceed directly to a CESIR, PSEG Long Island shall provide the applicant with an estimate of costs associated with the completion of the CESIR within five (5) Business Days of the final notification to/from the applicant. The applicant shall notify PSEG Long Island within ten (10) business days of receiving this cost estimate of their intention to proceed to a full CESIR and move on to Step 5 or to withdraw their application.

An accepted application will be placed in PSEG Long Island's interconnection inventory upon PSEG Long Island's receipt of the Standardized Interconnection Contract executed by the applicant. If the final acceptance as set out in Step 11 below is not completed within twelve (12) months of receipt of such executed copy of the Standardized Interconnection Contract as a result of applicant inactivity, PSEG Long Island has the right to notify the applicant by email and U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from PSEG Long Island's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and justification as to why the project should remain in PSEG Long Island's interconnection inventory for an additional period of time.

STEP 5: Applicant Commits to the Completion of the CESIR

The applicant will indicate his commitment to the CESIR cost estimate by confirming agreement within ten (10) business days of receipt. If the customer declines the agreement, the application will be closed. Prior to commencement of the CESIR, the applicant shall provide the following information to PSEG Long Island:

- i. A complete detailed interconnection design package
- ii. Proof of site control and by executing the New York State Standard Site Control Certification Form, Appendix H
- iii. The name and phone number and agent letter of authorization (if appropriate) of the individual(s) responsible for addressing technical and contractual questions regarding the proposed system, and•,
- iv. If applicable, advanced payment of the costs associated with the completion of the CESIR

The complete detailed interconnection design package shall include:

- (1) Electrical schematic drawings reflecting the complete proposed system design which are easily interpreted and of a quality necessary for a full interconnection. The drawings shall show all electrical components proposed for the installation and their connections to the existing on-site electrical system from that point to the PCC and shall be clearly marked to distinguish between

new and existing equipment. For those systems proposed to be interconnected at a system voltage of 1000 volts or greater, the drawings shall be sealed by a NYS licensed Professional Engineer.

- (2) A complete listing of all interconnection devices proposed for use at the PCC. A set of specifications for this equipment shall be provided by the applicant upon request from PSEG Long Island.
- (3) The written verification test procedure provided by the equipment manufacturer, if such procedure is required by this document. For non-inverter based systems, testing equipment must be capable of measuring that protection settings operate within the appropriate times and thresholds set forth in Section II.
- (4) Three (3) copies of the following information:
 - a. Proposed three line diagram of the generation system showing the interconnection of major electrical components within the system. Proposed equipment ratings clearly needs to indicate:
 - i. Number, individual ratings, and type of units comprising the above rating;
 - ii. General high voltage bus configuration and relay functions; and
 - iii. Proposed generator step-up transformer MVA ratings, impedances, tap settings and winding voltage ratings.
 - b. Electrical studies as requested by PSEG Long Island to demonstrate that the design is within acceptable limits, inclusive and limited to the following: system fault, relay coordination, flicker, voltage drop, and harmonics. This shall include all relay, communication, and controller set points.

If PSEG Long Island determines that the detailed interconnection design package provided by the applicant is incomplete or otherwise deficient, PSEG Long Island shall notify the applicant within ten (10) Business Days and provide an explanation of the deficiencies identified and a list of what is required by the applicant. Unless otherwise notified by PSEG Long Island, the CESIR review period begins upon confirmed receipt and acceptance of the applicants interconnection design package and associated fees.

If the applicant fails to provide PSEG Long Island authorization to proceed, CESIR fee, and information requested within thirty (30) Business Days of the request, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.

STEP 6: PSEG Long Island Completes the CESIR

The CESIR will consist of two parts:

- (1) A detailed review and explanation of the impacts to the utility system associated with the interconnection of the proposed system, and
- (2) A detailed review and explanation of the proposed system's compliance with the applicable criteria set forth below.

A CESIR will be performed by PSEG Long Island to determine if the proposed generation on the circuit results in any protective coordination, fault current, thermal, voltage, power quality, or equipment stress concerns.

The CESIR shall be completed within sixty (60) Business Days of receipt of the information set forth in Step 5. For systems utilizing type-tested equipment, the time required to complete the CESIR may be reduced. PSEG Long Island shall complete the CESIR within sixty (60) Business Days, absent extraordinary circumstances, following authorization, receipt of the CESIR fee, and complete information set forth in Step 5. If the applicant fails to provide PSEG Long Island authorization to proceed, CESIR fee and information requested within thirty (30) Business Days, the interconnection request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

The applicant and PSEG Long Island may agree to allow up to an additional forty (40) Business Days beyond the time specified above for completion of the CESIR, provided that no other application is adversely impacted

Upon completion of the CESIR, PSEG Long Island will provide the following, in writing, to the applicant:

- (1) LIPA system impacts, if any;
- (2) notification of whether the proposed system meets the applicable criteria considered in the CESIR process;
- (3) if applicable, a description of where the proposed system is not in compliance with these requirements;
- (4) Subject to subsections (a) through (d) below, a good faith, detailed estimate of the total cost of completion of the interconnection of the proposed system and/or a statement of cost responsibility for a dedicated transformer(s) or other required interconnection equipment which is valid for sixty (60) Business Days. This estimate must meet the following requirements:
 - (a) with respect to an applicant that is not to be net-metered, an estimate shall be provided and shall include the costs associated with any required modifications to the LIPA System, administration, metering, and on-site verification testing;
 - (b) with respect to an applicant that is to be net-metered, the costs associated with any required modifications to the LIPA System, administration, metering, and on-site verification testing;
 - (c) the applicant shall be informed that it is responsible for one-half of such costs; and
 - (d) LIPA's Tariff for Electric Service section I(C) sets forth the responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment.

PSEG Long Island cost estimates provided in the CESIR shall be detailed and broken down by specific equipment requirements, material needs, labor, overhead, and any other categories or efforts incorporated in the estimate. Contingencies associated with the cost estimates shall not exceed +/- 25%.

STEP 7: Applicant Commits to PSEG Long Island Construction of LIPA's System Modifications.

The applicant and PSEG Long Island will execute a standardized contract for interconnection as set forth in Appendix A and the applicant will provide PSEG Long Island with an advance payment of 30% of PSEG Long Island's estimated costs as identified in Step 6 within ninety (90) Business Days of the execution of the contract.

PSEG Long Island is not required to procure any equipment or materials, or perform design and engineering work associated with the project, or begin construction until 30% deposit payment has been received. Progress payments will be required during construction and any excess will be reconciled and

invoiced to the Applicant after Step 10. Invoice payments are due within thirty (30) Business Days of receipt.

STEP 8: Project Construction.

The applicant will build the facility in accordance with PSEG Long Island -accepted design. PSEG Long Island will commence construction/installation of system modifications and metering requirements as identified through the CESIR in Step 6. LIPA system modifications will vary in construction time depending on the extent of work and equipment required. The schedule for this work is to be discussed and agreed upon with the applicant in Step 6.

STEP 9: The Applicant's Facility is tested in Accordance with the Standardized Interconnection Requirements.

The verification testing will be performed in accordance with the written test procedures provided in Step 5 and any site-specific requirements identified by PSEG Long Island in Step 6. The final testing will be conducted within ten (10) Business Days of complete installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP, PSEG Long Island -accepted design, and the equipment manufacturer's instructions.

STEP 10: Interconnection.

The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 9. In addition, the applicant must have complied with and must continue to comply with the contractual and technical requirements.

STEP 11: Final Acceptance and PSEG Long Island Cost Reconciliation.

If PSEG Long Island witnessed the verification testing, then, within ten (10) Business Days of the completion of such testing, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. If PSEG Long Island did not witness the verification testing, then, within ten (10) Business Days of receiving the written test notification from Step 9, PSEG Long Island will either issue to the applicant a formal letter of acceptance for interconnection, or will request that the applicant and PSEG Long Island set a date and time to witness operation of the DG system. This witnessed verification testing must be completed within twenty (20) Business Days after being requested. Within ten (10) Business Days of the completion of any such witnessed testing, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the DG system.

At this time, PSEG Long Island shall prepare and submit to the applicant a final reconciliation statement of its actual costs minus the application fee and advance payments made by the applicant. Within twenty (20) Business Days after delivery of the reconciliation statement, the applicant will receive either a bill for any balance due or a reimbursement for overpayment as determined by the utility's reconciliation. The applicant may contest the reconciliation with the utility. If the utility's final reconciliation invoice states a balance due from the applicant, unless it is challenged by a formal complaint interposed by the applicant, it shall be paid to the utility within thirty (30) business days or the utility reserves the right to lock the generating system offline. If the utility's final reconciliation invoice states a reimbursement for overpayment to be paid by the utility, unless the reimbursement amount is challenged by a formal complaint interposed by the applicant, it shall be paid to the applicant.

Section I. D. Payment and Construction Milestones

Applicants are responsible for payment of utility system modification cost estimates in accordance with the following rules and deadlines. All project costs will be subject to Appendix E, where applicable.

The applicant and PSEG Long Island will execute a standardized contract for interconnection and the applicant will provide PSEG Long Island with an advance payment of 30% of PSEG Long Island's estimated costs as identified in Step 6 within ninety (90) Business Days. After receiving the payment, PSEG Long Island will provide the applicant, a signed Standardized Interconnection Agreement, via electronic communication. This will be provided within fifteen (15) Business Days for all projects sized five (5) megawatts and under.

PSEG Long Island is not required to procure any equipment or materials, or perform design and engineering work associated with the project or begin construction until 30% deposit payment has been received. Progress payments will be required during construction and any excess will be reconciled and invoiced to the Applicant after interconnection. Invoice payments are due within thirty (30) Business Days of receipt.

If the applicant does not return the signed contract within the time allowed, the application shall be removed from PSEG Long Island's interconnection queue, and no further action on the part of PSEG Long Island is required.

Within thirty (30) Business Days of receiving the 30% payment, the PSEG Long Island shall provide an initial construction schedule to the applicant (consistent with Appendix K). PSEG Long Island shall commence design work in accordance with its guidance and consider the developer's input on scheduling. If the applicant does not make a payment due under this section in the time required, the application shall be removed from the PSEG Long Island's interconnection queue with no further action required of PSEG Long Island.

If the applicant withdraws or is removed from the interconnection queue at any point after making a payment required under this section, any unspent portions of these payments will be refunded to the applicant consistent with the timelines described in Section C, Step 11.

If a local permitting moratorium prevents an applicant from meeting the above timelines, PSEG Long Island may grant affected project applicants an extension. To be granted an extension of the required timelines, the applicant must submit the New York State Standard Moratorium Attestation Form, Appendix I. Upon the applicant's payment of 30% expected upgrade costs, if applicant has received its CESIR, returned the executed Interconnection Contract, and submitted the Attestation Form to PSEG Long Island. If applicable, any unused portion of the 30% payment shall be refunded if the project does not move forward after receiving an extension.

If the final acceptance as set out in Section C, Step 11 is not completed within twelve (12) months of the date the applicant returns the executed New York State Standardized Contract as a result of applicant inactivity, PSEG Long Island has the right to notify the applicant by email or U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from the PSEG Long Island's interconnection queue if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the PSEG Long Island's interconnection inventory for an additional period of time.

Section I.E. Application Process for Energy Storage Systems

Except as provided in this Section, the rules in Sections B and C shall apply to applications to: construct new Hybrid Projects; construct new stand-alone storage; add an ESS to an existing DG facility; and change the operating mode of an existing Hybrid Project or stand-alone storage facility. Whether an application will be handled under Section B or C will be determined by the sum of the AC nameplate ratings of all DG facilities and ESS facilities comprising the proposed Hybrid Project

Step 1. The Application

An applicant proposing a Hybrid Project or stand-alone ESS shall complete and submit Appendix J with Appendix F.

The owner of an existing DG facility may apply to add an ESS by submitting completed Appendix J to PSEG Long Island at any time.

For all projects involving ESS, PSEG Long Island shall review the application and respond within the time frames provided in Section B or C, as applicable.

Following interconnection of a Hybrid Project or a stand-alone ESS, the owner may apply to PSEG Long Island to change the operating characteristics of the storage component. To initiate review, the owner shall submit completed Appendix J specifying the proposed new operating characteristics to PSEG Long Island.

Step 2. Protection and Control Review

When performing screening analysis and system impact studies associated with ESS, operating characteristics including maximum export and import capacity shall be utilized, except that fault current contribution shall be evaluated based on aggregate AC nameplate rating. PSEG Long Island's technical review shall determine whether the proposed facility, operating per the characteristics identified in the application (Appendix J), can be safely and reliably interconnected to the LIPA's distribution system. The applicant shall pay the costs for the utility's review in advance.

Following the completion of Step 3 in Section I.B., or upon passing the Preliminary or Supplemental Screening Analysis in Step 4 in Section I.C., based on the application and proposed operating parameters, PSEG Long Island will determine if a Protection and Control Review is required. PSEG Long Island will notify the applicant of this determination. The applicant will have thirty (30) Business Days from the notification to pay the nonrefundable fee for the review, which shall be calculated as \$500 plus \$4/kW capped at \$3000. PSEG Long Island shall have twenty (20) Business Days to perform the review and provide the results to the applicant, including a description of any modifications to the control systems that PSEG Long Island determines are necessary.

Within ten (10) Business Days of an applicant's request, PSEG Long Island shall discuss the results of the Protection and Control Review. Following the discussion, the applicant will have twenty (20) Business Days to determine whether or not to accept any required modifications to the control system and take the next step in the process as defined in Section B or C, as applicable, or to withdraw the application.

For all applications relating to ESS, PSEG Long Island's written report of its technical review shall include a completed Attachment I, as defined below, specifying the operating parameters studied for the proposed facility. PSEG Long Island and the applicant shall discuss the listed operating parameters promptly after delivery of the study results to the applicant.

For ESS applications requiring a CESIR, PSEG Long Island will provide the applicant with any additional testing procedures required in connection with the ESS, using the applicant's load management control systems to limit reverse power. PSEG Long Island will provide this information with the CESIR results.

Step 3. Contract and Payment for Utility Construction Costs

An applicant proposing a Hybrid Project, stand-alone storage, or the addition of ESS to an existing DG facility shall execute the Standardized Interconnection Contract for Systems including Energy Storage, and make payment to PSEG Long Island for its estimated construction costs within the time required by Section D.

Each contract shall include a completed Attachment I, which shall specify the operating parameters for the interconnected ESS after consultation with the applicant.

An applicant proposing to change the operating characteristics listed in Appendix J for an existing ESS shall sign an amendment to its interconnection agreement.

Section I. F. Application Process (Study Process) Steps for Systems above 5 MW and less than 10 MW

Applicability:

- i. The Study Process shall be used by an Interconnection Customer proposing to interconnect or modify its Small Generator with LIPA's Distribution System, if the Small Generator, upon interconnection or after modification, is above 5 MW and less than 10 MW.¹ The Interconnection Studies conducted under these procedures shall consist of analyses designed to identify the Interconnection Facilities and Upgrades required for the reliable interconnection of the Small Generator to the LIPA Distribution System. These Interconnection Studies will be performed in accordance with Applicable Reliability Standards.
- ii. The study process shall determine the appropriate voltage level for the interconnection of the new distributed generation facilities.

¹ New distributed generation facilities 10 MW and above must connect to LIPA's transmission system and comply with the NYISO Small Generator Interconnection Procedures (SGIP) or Large Generator Interconnection Procedures (LGIP), as applicable. This would include the following requirements:

- a. An Interconnection Customer who requests an interconnection to the LIPA Transmission System must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the NYISO. The NYISO will send a copy to the Connecting Transmission Owner.
- b. NYISO will determine whether they will direct the study process or allow the Connecting Transmission Owner to conduct the process.
- c. If NYISO allows the Connecting Transmission Owner to conduct the process the following requirements shall apply.

STEP 1: Initial Communication from the Potential Applicant.

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project.

Technical staff from PSEG Long Island discusses the scope of the interconnection with the potential applicant (either by phone or in person) to determine what specific information and documents (such as an application, contract, technical requirements, specifications, listing of qualified type- tested equipment/systems, application fee information, applicable rate schedules, and metering requirements) will be provided to the potential applicant. The preliminary technical feasibility of the project at the proposed location may also be discussed at this time. All such information and a copy of the standardized interconnection requirements must be sent to the applicant within three (3) Business Days following the initial communication from the potential applicant, unless the potential applicant indicates otherwise. A PSEG Long Island representative will be designated to serve as the single point of contact for the applicant (unless PSEG Long Island informs the applicant otherwise) in coordinating the potential applicant's project with PSEG Long Island.

STEP 3: Potential Applicant Files an Application.

The potential applicant submits an application to PSEG Long Island. The submittal must include the completed standard Interconnection Request application form, including a copy of equipment certification to UL 1741 as applicable, a three line diagram specific to the proposed system, a letter of authorization (if applicant is agent for the customer), and payment of a non-refundable \$750 application fee. Within five (5) Business Days of receiving the application, PSEG Long Island will notify the applicant of receipt and whether the application has been completed adequately. It is in the best interest of the applicant to provide PSEG Long Island with all pertinent technical information as early as possible in the process. If the required documentation is presented in this step, it will allow PSEG Long Island to perform the required reviews and allow the process to proceed as expeditiously as possible.

STEP 4: Scoping Meeting

4.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. PSEG Long Island and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

4.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether PSEG Long Island should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a feasibility study should be performed, PSEG Long Island shall provide the Interconnection Customer, as soon as possible, but not later than five (5) Business Days after the scoping meeting, a feasibility study agreement (Appendix F1) including an outline of the scope of the study and a non- binding good faith estimate of the cost to perform the study.

4.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within fifteen (15) Business Days. If

the Parties agree not to perform a feasibility study, PSEG Long Island shall provide the Interconnection Customer, no later than five (5) Business Days after the scoping meeting, a system impact study agreement (Appendix G1) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

STEP 5: Feasibility Study

5.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generator.

5.2 A deposit of the lesser of fifty (50%) percent of the good faith estimated feasibility study costs or earnest money of \$10,000 is required from the Interconnection Customer.

5.3 The scope of and cost responsibilities for the feasibility study are described in Appendix F.

5.4 If the feasibility study shows no potential for adverse system impacts, PSEG Long Island shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, PSEG Long Island shall send the Interconnection Customer an executable interconnection agreement within five (5) Business Days.

5.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s).

STEP 6: System Impact Study

6.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generator were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

6.2 If no transmission system impact study is required, but potential electric power distribution system adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. PSEG Long Island shall send the Interconnection Customer a distribution system impact study agreement within fifteen (15) Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.

6.3 In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five (5) Business Days following transmittal of the study report, PSEG Long Island shall send the Interconnection Customer a transmission system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, if such a study is required.

6.4 If a transmission system impact study is not required, but electric power distribution system adverse system impacts are shown by the feasibility study to be possible and no

distribution system impact study has been conducted, PSEG Long Island shall send the Interconnection Customer a distribution system impact study agreement.

6.5 If the feasibility study shows no potential for transmission system or distribution system adverse system impacts, PSEG Long Island shall send the Interconnection Customer either a facilities study agreement (Appendix H1), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable interconnection agreement, as applicable.

6.6 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within thirty (30) Business Days.

6.7 A deposit of the good faith estimated costs for each system impact study will be required from the Interconnection Customer.

6.8 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.

STEP 7: Facilities Study

7.1 Once the required system impact study(s) is completed, a system impact study report shall be prepared and transmitted to the Interconnection Customer along with a facilities study agreement within five (5) Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

7.2 In order to remain under consideration for interconnection, or, as appropriate, in PSEG Long Island's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within thirty (30) Business Days.

7.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s).

7.3.1 PSEG Long Island shall determine whether the interconnection impacts the New York Transmission System and requires System Upgrade Facilities.

7.3.2 The Interconnection Customer shall be responsible for the cost of any System Upgrade Facilities only if PSEG Long Island, based on an Interconnection Study, determines (i) that System Upgrade Facilities are necessary to accommodate the Interconnection Request, and (ii) that the electrical contribution of the project to the need for those System Upgrade Facilities is greater than the *de minimis* impacts defined in Section IV.G.6.f of Attachment S to the NYISO OATT. Such Interconnection Study shall be of sufficient detail and scope to assure that these determinations can be made. If both determinations are made, then the Small Generator shall be evaluated as a member of the next NYISO Class Year, and the Interconnection Customer's cost responsibility shall be determined in accordance with the NYISO's Attachment S procedures.

If the Interconnection Customer elects Capacity Resource Interconnection Service, and its Small Generator is larger than 2 MW, it will be evaluated, by the NYISO, as a member of the next Class

Year to determine the Interconnection Customer's responsibility for System Deliverability Upgrades in accordance with Attachment S to the NYISO OATT.

7.3.3 If the determination is made that an Interconnection Customer's project must be included in the NYISO Class Year, that interconnection customer shall be entitled to expedite its interconnection process in accordance with sections 3.5.3.3 and 3.5.3.4 of the NYISO Small Generator Interconnection Procedures.

7.3.4 If PSEG Long Island determines that the interconnection impacts the New York Transmission System, PSEG Long Island shall notify the NYISO within five (5) Business Days of such determination.

7.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. PSEG Long Island may contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and PSEG Long Island may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by PSEG Long Island, under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, PSEG Long Island shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

7.5 A deposit of the good faith estimated costs for the facilities study will be required from the Interconnection Customer.

7.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.

7.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, PSEG Long Island shall provide the Interconnection Customer an executable interconnection agreement within five (5) Business Days.

STEP 8: Applicant Commits to PSEG Long Island Construction of LIPA's System Modifications.

The applicant and PSEG Long Island will execute an interconnection agreement as set forth in Appendix M and the applicant will provide PSEG Long Island with an advance payment for PSEG Long Island's estimated costs as identified in Step 6 within 90 business days of execution of the Interconnection Agreement of both parties (estimated costs will be reconciled with actual costs in Step 11).

STEP 9: Project Construction.

The applicant will build the facility in accordance with PSEG Long Island -accepted design. PSEG Long Island will commence construction/installation of system modifications and metering requirements as identified in Step 6. LIPA system modifications will vary in construction time depending on the extent of work and equipment required. The schedule for this work is to be discussed and agreed upon with the applicant in Step 6.

STEP 10: The Applicant's Facility is tested in Accordance with the Standardized Interconnection Requirements.

The verification testing will be performed in accordance with the written test procedure provided in Step 5 and any site-specific requirements identified by PSEG Long Island in Step 6. The final testing will be conducted within ten (10) Business Days of complete installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP, PSEG Long Island -accepted design, and the equipment manufacturer's instructions.

STEP 11: Interconnection.

The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 10. In addition, the applicant must have complied with and must continue to comply with the contractual and technical requirements.

STEP 12: Final Acceptance and PSEG Long Island Cost Reconciliation.

If PSEG Long Island witnessed the verification testing, then, within ten (10) Business Days of the test, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. If PSEG Long Island did not witness the verification testing, then, within ten (10) Business Days of receiving the written test notification from Step 9, PSEG Long Island will either issue to the applicant a formal letter of acceptance for interconnection, or will request that the applicant and PSEG Long Island set a date and time for an on-site verification and witness operation of the system. This joint on-site verification must be completed within twenty (20) Business Days after being requested. Within ten (10) Business Days of the completion of the on-site verification, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. PSEG Long Island will reconcile its actual costs related to the applicant's project against the application fee and advance payments made by the applicant. The applicant will receive either a bill for any balance due or a reimbursement for overpayment as determined by PSEG Long Island's reconciliation after PSEG LI finishes the final reconciliation process.

Section I. G. Web-Based Standard Interconnection Application and Information (If available)

PSEG Long Island shall implement and maintain a web-based system to provide customers and contractors current information regarding the status of their Smart Grid SGIP application process. The system shall be customer specific and post the current status of the Smart Grid SGIP process. At a minimum the following content shall be provided:

- (1) The applicant's name and project/application identification number.
Description of the project, including at a minimum, the project's type (energy source), size, metering, and location.
- (2) SGIP project application status, including all the steps completed and to be completed, along with corresponding completion/deadline dates associated with each step.
 - a. If the next action is to be taken by PSEG Long Island, the expected date that action will be completed.
 - b. If the next action is to be taken by the applicant, what exactly is required and a contact for more information,

- (3) Information regarding any outstanding information request made by PSEG Long Island of the applicant, and
- (4) The status of all amounts paid and/or due to PSEG Long Island by the applicant.

Access shall be available for the customer and their contractor, such that both can access the information. The web site must be, however, secure and private from unauthorized access.

The PSEG Long Island web site shall also provide the ability for applicants to submit their application for interconnection via the web. The web based application process will be consistent with Appendix B of this Smart Grid Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in Parallel with LIPA Distribution Systems (“Smart Grid SGIP”) and include the ability to attach associated documentation or drawings associated with each project. Electronic signatures will be accepted by PSEG Long Island on associated documentation for this process. Section II. Interconnection Requirements

Section I. H. Modifications

Applicants may propose a Modification at any time by submitting a request to PSEG Long Island through the PSEG Long Island’s on-line application portal and /or via email. Submission of such a request will not suspend any deadlines applicable to the pending application. PSEG Long Island will review the request to determine whether the proposed Modification is a Material Modification and provide its determination to the applicant within ten (10) Business Days, unless PSEG Long Island first notifies the applicant that additional information is needed to make the evaluation. In that case, PSEG Long Island will have ten (10) Business Days from receipt of the additional information to determine whether the proposed Modification is a Material Modification.

A Material Modification to a project will require a new application, a new queue position, and removal of the original application if the applicant elects to move forward with the modification (if not yet interconnected).

LIPA reserves the right to make the final determination as to whether a proposed change is a Material Modification.

When making the materiality determination, PSEG Long Island will consider the posted Guidance Document on DER Material Modifications, as it may be modified by LIPA from time to time, and will provide the applicant with a written explanation of its finding. At the applicant’s request, PSEG Long Island will meet with the applicant to discuss the materiality determination. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

A Modification that is not determined to be material may still require evaluation and acceptance by LIPA through the process described below. The applicant is obligated to pay any necessary study costs of the evaluation. PSEG Long Island will notify the applicant of any additional funding and/or information that may be required to evaluate the Modification within five (5) Business Days of providing the materiality determination. The applicant shall have ten (10) Business Days to provide any requested information and pay the associated fees or choose to remain with the original interconnection application with associated uninterrupted timeline.

For Projects under 5 Megawatts:

- If the proposed change is not a Material Modification, and is proposed prior to the start of a CESIR, PSEG Long Island will study the modified project in the CESIR process.
- If the proposed change is not a Material Modification and is proposed following the start of a CESIR but no later than forty (40) Business Days after the start date, PSEG Long Island may have an additional forty (40) Business Days to complete the CESIR incorporating the change.
- If the proposed change is not a Material Modification and is proposed at a later date, or after completion of a CESIR , the change may necessitate further study and will require mutual agreement between LIPA and the applicant. PSEG Long Island retains the right to determine the extent of evaluation necessary but will endeavor to complete any necessary study within a timeframe no longer than a standard CESIR. The applicant will be responsible for any costs related to the change.

For Projects 5 Megawatts and larger:

- If the proposed change is not a Material Modification, and is proposed prior to the start a scoping meeting, PSEG Long Island will complete the study on the modified project.
- If the proposed change is not a Material Modification and is proposed at a later date, or after completion of all studies, the change may necessitate further study and will require mutual agreement between LIPA and the applicant. PSEG Long Island retains the right to determine the extent of evaluation necessary but will endeavor to complete any necessary study within a timeframe no longer than a standard study time frame. The applicant will be responsible for any costs related to the change.

Section II. Interconnection Requirements

Section II.A. Provisions that Apply to All Interconnection Requests

All interconnection requests made pursuant to these Procedures shall be subject to the following terms:

1. **Compliance with Deadlines.** PSEG Long Island shall make reasonable efforts to meet all time frames provided in these procedures unless PSEG Long Island and the Interconnection Customer agree to a different schedule. If PSEG Long Island cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.
2. **Meter Installation** Any metering necessitated by the use of the Small Generator shall be installed at the Interconnection Customer's expense in accordance with PSEG Long Island's specifications.
3. **Queue Position.** PSEG Long Island shall maintain a single queue for requests to interconnect to LIPA's Distribution System by a Small Generator. PSEG Long Island shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. At PSEG Long Island's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.
4. **Withdrawal of Application.** The applicant may withdraw its application at any time by written notice of such withdrawal to PSEG Long Island. Such withdrawal will not relieve the applicant from any costs incurred by PSEG Long Island to process the application up to the time of withdrawal.
5. **Effect of Modification to Machine Data or Equipment Configuration.** Any modification to machine data or equipment configuration or to the interconnection site of the Small Generator not agreed to in writing by PSEG Long Island and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.
6. **Infrastructure Security.** Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. PSEG Long Island complies with the recommendations offered by the President's Critical Infrastructure Protection Board (established by Executive Order 13231 of October 16, 2001) and best practice recommendations from the electric reliability authority. All small generators interconnecting to LIPA's facilities shall meet applicable standards for electric system infrastructure and operational security, including physical, operational and security practices.

In addition to any other requirements set forth in the SGIP regarding confidential information, Interconnection Customer shall comply with PSEG Long Island's requirements, as they may change from time to time, for protecting and maintaining the

confidentiality of Critical Energy Infrastructure Information, as defined in 18 CFR Section 388.113, as it may be amended from time to time, and execute such Non-Disclosure Agreements as may be required by PSEG Long Island.

7. **NYISO Matters.**

- a. PSEG Long Island shall notify the NYISO of all interconnection requests over 2 MW that are determined to have an impact on the New York Transmission System and require System Upgrade Facilities as determined pursuant to Section II of these procedures.
- b. A new Small Generator whose output may be sold into the wholesale energy, capacity and ancillary services markets operated by the New York Independent System Operator must make an election as to whether it will interconnect on a minimum interconnection basis pursuant to Energy Resource Interconnection Service or whether it will elect Capacity Resource Interconnection Service and satisfy the NYISO Deliverability Interconnection Standard.
- c. PSEG Long Island shall notify the NYISO of all interconnection requests electing Capacity Resource Interconnection Service and coordinate with the NYISO regarding necessary studies, procedures and standards applicable to such request.

8. **Site Control.** Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

- a. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generator;
- b. An option to purchase or acquire a leasehold site for such purpose; or
- c. Exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

9. **Disputes.** The Parties agree to use their commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Smart Grid SGIP through negotiation conducted in good faith between executives having authority to reach such a settlement. Either Party, may, by written notice to the other Party, refer any such dispute or claim for advice or resolution to mediation by a suitable mediator. The mediator shall be chosen by the mutual agreement of the Parties. If the Parties are unable to agree on a mediator each Party shall designate a qualified mediator who, together with the mediator designated by the other, shall choose a single mediator for the particular dispute or claim. If the mediator chosen is unable, within thirty (30) days of such referral to reach a determination, then either party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

- a. Unless otherwise agreed to in writing or prohibited by applicable law, the Parties shall continue to provide service, honor all commitments under these procedures, and continue to make payments in accordance with these procedures during the course of any dispute resolution under this Article and during the pendency of any action at law or in equity relating hereto.

- b. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

Upon execution of a contract for interconnection between the Interconnection Customer and PSEG Long Island as set forth in Appendices A and J (as applicable), the dispute resolution terms of such contract shall govern all disputes between the parties to the interconnection contract.

10. Confidentiality

a. Claim of Confidentiality

- i. In connection with the application procedures and interconnection review requirements under Sections I and II, the Parties may exchange information that is deemed to be confidential whether such information is provided in written, oral, electronic or other format (“Confidential Information”). The Party disclosing such Confidential Information is referred to herein as the “Disclosing Party” and the Party receiving such Confidential Information is referred to herein as the “Receiving Party.” The Disclosing Party shall mark all written Confidential Information as “Confidential,” “Proprietary” or the like and in the case of Confidential Information that is communicated orally, the Disclosing Party shall within thirty (30) days follow up such communication with a writing addressed to the Receiving Party generally describing such information and identifying it as Confidential Information. The Parties acknowledge that all information disclosed by the Interconnection Customer in connection with costs, pricing or operation of the Small Generator shall be treated as Confidential Information whether or not such information is marked or identified as Confidential Information. PSEG Long Island shall not disclose such Confidential Information without Interconnection Customer’s written consent, which may be withheld in Interconnection Customer’s sole discretion, unless PSEG Long Island is otherwise required by law to make such disclosure.
- ii. The Receiving Party shall protect the Confidential Information from disclosure to third parties consistent with the provisions of this Section II.A.10 and subject to applicable law, provided however, a Receiving Party may disclose Confidential Information to its Affiliates, Lenders, employees, agents or representatives of such Receiving Party, where such Affiliate, Lender, employee, agent or representative expressly agrees to be bound by the terms of this Section II.A.10 and provided further that the Receiving Party shall be liable for any breach by its Affiliates, Lenders, employees, agents or representatives.
- iii. It is further understood and agreed that money damages would not be sufficient remedy for any breach of this Section II.A.10, and that if a Party breaches this Section II.A.10, the Party disclosing Confidential Information to such breaching Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. The breaching Party agrees to waive any requirement for the posting of a bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Section II.A.10 but shall be in addition to all other remedies available at law or equity. In the event of any legal action based upon or arising out of this Section II.A.10, the

prevailing Party in such action shall be entitled to recover reasonable attorney's fees and costs from the other Party.

- b. Compliance with Law. If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded the Confidential Information by relevant third parties.
- c. Compliance with the Freedom of Information Law. If PSEG Long Island is requested by a third party to disclose Confidential Information pursuant to the Freedom of Information Law ("FOIL"), PSEG Long Island will (i) notify Generator of the request and provide Generator the opportunity to review the Confidential Information; (ii) provide Generator the opportunity to provide information regarding the need for confidential treatment; (iii) evaluate the third party's request for disclosure and Generator's request for confidential treatment; and (iv) determine if the Confidential Information is subject to disclosure under FOIL. If PSEG Long Island determines that the Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to Generator so that Generator may seek a protective order or other appropriate remedy. If Generator does not obtain a protective order or no formal proceeding has been initiated by Generator within a reasonable period of time after PSEG Long Island provides notice to Generator of its intent to make public the Confidential Information, then PSEG Long Island may disclose such information with no liability or further obligation to Generator.
- d. Treatment of Otherwise Publicly Available Documents. Notwithstanding anything to the contrary in this Article, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives. Should any person or entity seek to legally compel a Receiving Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, the Receiving Party or the Receiving Party's representative will furnish only that portion of the Confidential Information that it is legally required to disclose and the Receiving Party will request that confidential treatment be accorded the Confidential Information by relevant third parties.
- e. Term of Confidentiality. The obligations set forth in this Article shall survive expiration or termination of this Agreement.

- 11. **Application of Industry Electrical Standards.** Where the interconnection requirements set forth in Sections I and II refer to an industry electrical standard, including standards

adopted or promulgated by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE) and American National Standards Institute (ANSI) the applicable standard will be the version of that designated standard that is in effect on the date upon which the Interconnection Customer submits, and PSEG Long Island receives, a completed application for interconnection with PSEG Long Island's Distribution System.

12. **Standard Contract Terms.** Standard contract terms have been established for the contract for interconnection of a Small Generator between 0 kW and 5 MW set forth in Appendix A and the interconnection agreement for a Small Generators sized more than 5 MW and less than 10 MW set forth in Appendix M. The contract for interconnection is a standard form that will be executed by PSEG Long Island and the Interconnection Customer in the form set forth in Appendix A and only supplemented as noted within such form with information specific to the Small Generator and Interconnection Customer.

With respect to the execution of an interconnection agreement for a Small Generator more than 5 MW and less than 10 MW as set forth in Appendix M, any technical standards and requirements set forth in such agreement shall not be modified to be inconsistent with requirements of Sections I and II herein. With respect to all other terms of the interconnection agreement, modifications of such non-technical terms shall be limited to those necessary to reflect any specific circumstances of the proposed Small Generator (such as the status of the Interconnection Customer as a governmental entity). PSEG Long Island reserves all rights and is under no obligation to accept requests for modification of the standard contract terms set forth in Appendix A or M.

The obligations under the Appendix A (Long Island Lighting Company D/B/A LIPA Standardized Contract for Interconnection of Distributed Generation and/or Energy Storage Equipment with Capacity of 5 MW or Less Connected in Parallel with the LIPA Distribution Systems), shall be binding on any successor owner of the Unit. If the Unit is sold LIPA may require the new Unit owner to sign an amended agreement.

Section II.B. Design Requirements

Common

The generator-owner shall provide appropriate protection and control equipment, including a protective device that utilizes an automatic disconnect device that will disconnect the generation in the event that the portion of the LIPA System that serves the generator is de-energized for any reason or for a fault in the generator-owner's system. The generator-owner's protection and control equipment shall be capable of automatically disconnecting the generation upon detection of an islanding condition and upon detection of a LIPA system fault.

The type and size of the generation facility is based on electrical generator nameplate data (AC output).

The generator-owner's protection and control scheme shall be designed to ensure that the generation remains in operation when the frequency and voltage of the LIPA System is within the limits specified by the required operating ranges. Upon request from PSEG Long Island, the generator-owner shall provide documentation detailing compliance with the requirements set forth in this document.

The specific design of the protection, control and grounding schemes will depend on the size and characteristics of the generator-owner's generation, as well the generator-owner's load level, in addition to the characteristics of the particular portion of LIPA's system where the generator- owner is interconnecting.

The generator-owner shall have, as a minimum, an automatic disconnect device(s) sized to meet all applicable local, state, and federal codes and operated by over and under voltage and over and under frequency protection. For three-phase installations, the over and under voltage function should be included for each phase and the over and under frequency protection on at least one phase. All phases of a generator or inverter interface shall disconnect for voltage or frequency trip conditions sensed by the protective devices. Voltage protection shall be wired phase to ground for single phase installations and for applications using wye grounded-wye grounded service transformers.

The settings below are listed for single-phase and three-phase applications using wye grounded- wye grounded service transformers or wye grounded-wye grounded isolation transformers. For applications using other transformer connections, a site-specific review will be conducted by PSEG Long Island and the revised settings identified in Step 6 of the Application Process.

The requirements set forth in this document are intended to be consistent with those contained in IEEE STD 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems. The requirements in IEEE STD 1547 above and beyond those contained in this document shall be followed.

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for technical requirements for interconnection of DG in parallel with LIPA's Distribution System. Applicant shall comply with PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System document, as it may be modified by LIPA from time to time. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

Interconnection Inventory

PSEG Long Island periodically provides information to the NYS Department of Public Service regarding PSEG Long Island's SGIP inventory.

Section III. Glossary of Terms

Affected System: An electric system, other than LIPA's Transmission System, that may be affected by the proposed interconnection.

Applicable Reliability Standards: The applicable criteria, requirements and guidelines of the North American Electric Reliability Council, the Northeast Power Coordinating Council, the New York State Reliability Council and related and successor organizations as well as the reliability criteria, requirements and guidelines adopted by PSEG Long Island and/or LIPA.

Automatic Disconnect Device: An electronic or mechanical switch used to isolate a circuit or piece of equipment from a source of power without the need for human intervention.

Business Day: Monday through Friday, excluding PSEG Long Island holidays.

Capacity Resource Interconnection Service: The service provided to interconnect generating facilities in accordance with the NYISO Deliverability Interconnection Standard; as such term is defined and set forth in Attachment S of the NYISO OATT, in order to qualify such generator to be an installed capacity supplier to the NYISO wholesale capacity markets.

Cease to Energize: Cessation of energy flow capability

Coordinated Electric System Interconnection Review: Any studies performed by PSEG Long Island to ensure that the safety and reliability of the electric grid with respect to the interconnection of distributed generation as discussed in this document.

Customer-Generator: A LIPA customer who owns or operates electric generating equipment located and used at the customer's premises, and/or the customer's agent.

Dedicated Transformer: A transformer with a secondary winding that serves only one customer.

Direct Transfer Trip: Remote operation of a circuit breaker by means of a communication channel.

Disconnect (verb): To isolate a circuit or equipment from a source of power. If isolation is accomplished with a solid-state device, "Disconnect" shall mean to cease the transfer of power.

Disconnect Switch: A mechanical device used for isolating a circuit or equipment from a source of power.

Distributed Energy Resources (DER): Energy sources that consist of distributed generation facilities or energy storage systems or any combination thereof.

Distributed Generation (DG): Generation facilities and Energy Storage Systems supplementing on-site load or non-centralized electric power production facilities interconnected at the distribution side of an electric power system.

Distribution System: LIPA's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. Voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades: The additions, modifications, and upgrades to LIPA's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generator and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Draw-out Type Circuit Breaker: Circuit breakers that are disconnected by physically separating, or racking, the breaker assembly away from the switchgear bus.

Electric Power System (EPS): Refers to LIPA's electric power system used to provide transmission and/or distribution services to its customers.

Energy Storage System (ESS): A commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

Energy Resource Interconnection Service: The service provided to interconnect generating facilities on a minimum interconnection standard basis which enables the delivery of energy and ancillary services from the Small Generator into the NYISO wholesale markets.

Farm Waste, Net Meter, Farm Applicant: A farm applicant who is proposing to install a farm waste anaerobic digester generating system, not to exceed 1 MW, at a farm, per the requirements of LIPA Tariff for Electric Service.

Force Majeure Event: "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: terrorism, 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 procedure, 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 procedure, other than the obligation to make payments then due or becoming due under this procedure, 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.

Fuel Cell, Net Meter, Residential Applicant: A residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 10 kW, per the requirements of LIPA Tariff for Electric Service.

Fuel Cell, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 2 MW, per the requirements of LIPA Tariff for Electric Service.

Generator-Owner: An applicant to operate on-site power generation equipment in parallel with the LIPA grid per the requirements of this document.

Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the State of New York during the term of this Agreement, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to delineate acceptable practices, methods or acts generally accepted by a significant portion of the electric utility industry operating in the State of New York.

Hybrid Project: A facility that operates, or is planned to operate, as a distributed generator paired with an energy storage system at a point of common coupling.

Interconnection Customer: The owner of the Unit or any entity that proposes to interconnect with LIPA's Distribution System.

Interconnection Facilities: The equipment and facilities on LIPA's system necessary to permit operation of the Unit in parallel with LIPA's system.

Interconnection Request: The Interconnection Customer's request, in accordance with the Smart Grid SGIP, to interconnect a new Small Generator, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generator that is interconnected with LIPA's Transmission System.

Islanding: A condition in which a portion of the LIPA System that contains both load and distributed generation is isolated from the remainder of the LIPA System. (Adopted from IEEE 929.)

LIPA System: The electric transmission and distribution system owned by LIPA and operated by PSEG Long Island Electric Utility SERVCO and consisting of all real and personal property, equipment, machinery, tools and materials, and other similar items relating to the transmission and distribution of electricity to PSEG Long Island's customers.

LIPA Transmission System: The facilities and equipment owned by LIPA, and operated by PSEG Long Island Electric Utility SERVCO that are used to provide transmission service.

Material Modification: A Modification to a facility that may have adverse impacts on subsequently queued applications in the interconnection queue, or any Modification described below (regardless of impact to a queued project):

1. A change in the physical location of the DER such that the Property Owner Consent Form or Site Control Certification Form as required by the SGIP is no longer valid.
2. A change in the PCC to a location on a different line segment or different distribution feeder for projects interconnecting to LIPA's system.
3. An increase in the nameplate kVA or kW rating of the originally proposed distributed generation facility or energy storage system of more than 2%.
4. An additional distributed generation or energy storage system (other than the 2% increase in nameplate in item 3 above) not disclosed in the original application, where a separate and distinct distributed generation facility or energy storage system already exists behind the same proposed PCC. This would include existing non-disclosed distributed generation or energy storage systems or a request for additional distributed generation or energy storage systems at the project site.

~~A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.~~

Micro-Combined Heat and Power, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-combined heat and power (Micro-CHP) generating system located and used at the applicant's premises, not to exceed 10 kW, per the requirements of LIPA Tariff for Electric Service.

Micro-Hydroelectric, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 25 kW, per the requirement of LIPA Tariff for Electric Service.

Micro-Hydroelectric, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 2 MW, per the requirement of LIPA Tariff for Electric Service.

Modification: A change to the ownership, equipment, equipment ratings, equipment configuration, or operating characteristics* of the facility, or to schedules* associated with the facility as described in the application.

**NOTE: Modifications that alter operating characteristics or schedules may be deemed material. Please consult PSEG Long Island for review and resolution.*

PSEG Long Island: PSEG Long Island LLC, acting through its subsidiary, Long Island Electric Utility Servco LLC.

PSEG Long Network Upgrades: Additions, modifications, and upgrades to LIPA's Transmission System required at or beyond the point at which the Small Generator interconnects with LIPA's Distribution System. Network Upgrades do not include Distribution Upgrades.

New York State Transmission System: New York State Transmission System shall mean the entire New York State electric transmission system, which includes (i) the Transmission Facilities under ISO Operational Control; (ii) the Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

Party or Parties means LIPA and Customer individually or jointly. T&D Manager is not a party to the agreements referenced in this SGIP, and is executing and administering such agreements on behalf of LIPA as LIPA's agent.

Maximum Export: The maximum export capacity of an Energy Storage System to the distribution grid at the Point of Common Coupling communicated by the Applicant and studied as such by PSEG Long Island per their review of the impacts on LIPA's system based on the operating characteristic of the Energy Storage System.

Maximum Import: The maximum import capacity of an Energy Storage System from the distribution grid at the Point of Common Coupling communicated by the Applicant and studied as such by PSEG Long Island per their review of the impacts on LIPA's system based on the operating characteristic of the Energy Storage System.

Point of Common Coupling: The point at which the interconnection between the electric utility and the customer interface occurs. Typically, this is the customer side of PSEG Long Island revenue meter.

Point of Interconnection: The point where the Interconnection Facilities connect with LIPA's Distribution System, which shall include the Point of Common Coupling.

Preliminary Review: A review of the generator-owner's proposed system capacity, location on the LIPA System, system characteristics, and general system regulation to determine if the interconnection is viable.

Protective Device: A device that continuously monitors a designated parameter related to the operation of the generation system that operates if preset limits are exceeded

PSEG Long Island Net Metering Rules: LIPA's Tariff for Electric Service in Tariff leaves 34A through 34H, and all other provisions of the LIPA Tariff for Electric Service also apply.

Queue Position: The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, which is established based upon the date and time of receipt of the valid Interconnection Request by PSEG Long Island.

Remote Net Metering: Remote Net Metering allows certain types of customers and/or distributed generation technology (see tables in Section II) the option to apply excess generation credits from the customer's generator to certain other meters on property that is owned or leased by the same customer and located within the service territory of the same utility to which the customer-generator's net energy meters are interconnected and within the same load zone.

Required Operating Range: The range of magnitudes of LIPA system voltage or frequency where the generator-owner's equipment, if operating, is required to remain in operation for the purposes of compliance with UL 1741. Excursions outside these ranges must result in the automatic disconnection of the generation within the prescribed time limits.

Safety Equipment: Includes dedicated transformers or equipment and facilities to protect the safety and adequacy of electric service provided to other customers.

Solar, Net Meter, Residential Applicant: A residential applicant who is proposing to install a photovoltaic generating system, not to exceed 25 kW, in an owner occupied residence per the requirements of LIPA Tariff for Electric Service.

Solar, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a solar generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to LIPA Tariff for Electric Service

Small Generator: Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. Small Generator means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of 5 MW or less located on the Interconnection Customer's premises at the time T&D Manager approves such generator for operation in parallel with LIPA's system.

Stand-Alone Storage: An energy storage system that is solely connected to a point of common coupling and not paired with a distributed generator.

Study Process: The procedure for evaluating an Interconnection Request that includes the Scoping Meeting, Feasibility Study, System Impact Study, and Facilities Study.

System Upgrade Facilities: In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO interconnection standards.

Unit: The distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of less than 10 MW ~~or less~~ located on the Interconnection Customer's premises at the time T&D Manager 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 Interconnection

Customer makes physical alterations to the Unit that do not result in an increase in its nameplate capacity. The nameplate generating and energy storage capacity of the Unit shall not exceed 10 MW in aggregate.

Upgrades: The required additions and modifications to LIPA's Distribution System or Transmission System at or beyond the Point of Interconnection. Upgrades may be System Upgrade Facilities, Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Utility Grade Relay: A relay that is constructed to comply with, as a minimum, the most current version of the following standards for non-nuclear facilities:

<u>Standard</u>	<u>Conditions Covered</u>
<u>ANSI/IEEEC37.90</u>	Usual Service Condition Ratings Current and Voltage Maximum design for all relay AC and DC auxiliary relays Make and carry ratings for tripping contacts Tripping contacts duty cycle Dielectric tests by manufacturer Dielectric tests by user
<u>ANSI/IEEE C37.90.1</u>	Surge Withstand Capability (SWC) Fast Transient Test
<u>IEEE C37.90.2</u>	Radio Frequency Interference
<u>IEEE C37.98</u>	Seismic Testing (fragility) of Protective and Auxiliary Relays
<u>Standard</u>	<u>Conditions Covered</u>
<u>ANSI C37.2</u>	Electric Power System Device Function Numbers
<u>IEC 255-21-1</u>	Vibration
<u>IEC 2555-22-2</u>	Electrostatic Discharge
<u>IEC 25 5-5</u>	Insulation (Impulse Voltage Withstand)

Verification Test: A test performed upon initial installation and repeated periodically to determine that there is continued acceptable performance.

Wind, Net Meter, Residential Applicant: A residential applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 25 kW, located and used at the applicant's primary residence, per the requirements of LIPA Tariff for Electric Service.

Wind, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a wind electric generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to LIPA Tariff for Electric Service.

Wind, Net Meter, Farm Applicant: A farm applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 500 kW, located and used at the applicant's primary residence, per the requirements of LIPA Tariff for Electric Service.

APPENDIX A

Appendix A- Standardized Contract For Systems 5MW Or Less

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARDIZED CONTRACT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION AND/OR ENERGY STORAGE
EQUIPMENT
WITH CAPACITY OF 5 MW OR LESS
CONNECTED IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEMS**

Customer Information:

Name:

Address:

Telephone:

Fax:

Email:

Installation Address (if different):

Unit Application/PAM No.

Utility Information:

Name: Long Island Electric Utility Servco LLC
("T&D Manager") as acting agent and on
behalf of **LONG ISLAND LIGHTING
COMPANY d/b/a LIPA ("LIPA")**

Address: 175 E. Old Country Road, E.O.B
Hicksville, NY 11801

Telephone: (516) 949-8295

Email: _____

Account Number: _____

APPENDIX A

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.

“Delivery Service” means the services LIPA may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

“Energy Storage System” means a commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

“Interconnection Customer” means the owner of the Unit or any entity that proposes to interconnect with LIPA’s Distribution System.

“Interconnection Facilities” means the equipment and facilities on LIPA’s system necessary to permit operation of the Unit in parallel with LIPA’s system.

“Material Modification” means a Modification to a Unit that may have adverse impacts on the LIPA’s system, LIPA customers, other projects, or applications in the interconnection queue.

“Modification” means a change to the ownership, equipment, equipment ratings, equipment configuration, or operating conditions of the Unit.

“Net energy metering” means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator. PSEG Long Island shall install an AMI smart meter for Net Metering customer-generator.

“Premises” means the real property where the Unit is located.

“Smart Meter” means advanced metering infrastructure (AMI). For additional information refer to <https://www.psegliny.com/page.cfm/SMART>

“Party” or “Parties” means LIPA and Interconnection Customer individually or jointly.

“Smart Grid SGIP” means the PSEG Long Island Smart Grid Small Generator Interconnection Procedures For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel with LIPA’s Radical Distribution System which are applicable to new and modifications to existing distributed generation units with a nameplate capacity less than 10 MW connected in parallel with the LIPA distribution system, posted at <https://www.psegliny.com/files.cfm/SGIP.pdf>.

“T&D Manager,” also referred to herein as **“PSEG Long Island,”** means PSEG Long Island LLC through its operating subsidiary, Long Island Electric Utility Servco LLC, which has managerial responsibility for the day-to-day the operational maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA as of January 1, 2014, pursuant to that Amended Restated Operations Services Agreement, dated as of December 31, 2013, as amended from time to time (the “OSA”) or any other similar agreement or arrangement, or any successor or assignee thereof providing certain operation, maintenance and other services to LIPA.

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"Unit" means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of 5 MW or less located on the Interconnection Customer's premises at the time T&D Manager 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 Interconnection Customer makes physical alterations to the Unit that do not result in an increase in its nameplate capacity. The nameplate generating and energy storage capacity of the Unit shall not exceed 5 MW in aggregate.

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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 Interconnection Customer may terminate this Agreement at any time, by giving T&D Manager and LIPA sixty (60) days' written notice.
- b. Failure by the Interconnection Customer to seek final acceptance by T&D Manager within twelve (12) months after completion of T&D Manager's construction process described in the Smart Grid SGIP shall automatically terminate this Agreement.
- 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 Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with any modification to the Smart Grid SGIP, unless the Interconnection Customer's installation is "grandfathered," 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 Interconnection Customer is not eligible for delivery service from LIPA.

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II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which LIPA and the Interconnection Customer agree that the Unit may be interconnected to and operated in parallel with LIPA's system.

2.2 Electricity Not Covered: Neither LIPA nor T&D Manager shall have any duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into LIPA's system unless the system is net metered pursuant to LIPA's Net Metering Rules.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with Smart Grid SGIP: Subject to the provisions of this Agreement, T&D Manager shall be required to interconnect the Unit to LIPA's system, for purposes of parallel operation, if T&D Manager accepts the Unit as in compliance with the Smart Grid SGIP. The Interconnection Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the Smart Grid SGIP.

3.2 Observation of the Unit - Construction Phase: T&D Manager may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the T&D Manager chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: T&D Manager may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) Business Days after system installation. The Interconnection Customer's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If T&D Manager does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection Customer will send T&D Manager within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SGIP, T&D Manager -accepted design and the equipment manufacturer's instructions. The Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, T&D Manager, on behalf of LIPA will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the Interconnection Customer and T&D Manager set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection 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: T&D Manager may conduct on-site verification of the operations of the Unit after it commences operations if T&D Manager has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of LIPA's Retail Electric Tariff relating to the verification of such installations generally.

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3.6 Costs of Dedicated Facilities: During the term of this Agreement, T&D Manager shall design, construct and install the Dedicated Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the Interconnection Customer's Unit. Except as set forth in the "Operating Instructions" for the Unit, all costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of LIPA.

3.7 Modifications to the Unit: The Interconnection Customer may request a Modification at any time after commencement of parallel operation. T&D Manager shall evaluate the request and determine whether the proposed change is a Material Modification in accordance with the rules for requesting changes to applications in the SGIP. A Material Modification will be studied pursuant to the procedures in the SGIP for new applications. In the case of a non-material modification that is accepted by T&D Manager, the Parties will execute an amendment to this Agreement describing the Unit changes that have been approved.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: T&D Manager may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Company personnel or the general public; (b) if pre-emergency or emergency conditions exist on the LIPA System; (c) if T&D Manager observes a hazardous condition relating to the Unit in an inspection; or (d) if the Interconnection Customer has tampered with any protective device. T&D Manager shall notify the Interconnection Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: T&D Manager may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Company equipment or equipment belonging to other customers of LIPA; (c) the Unit adversely affects the quality of service of adjoining customers or (d) the Energy Storage System does not operate in compliance with the operating parameters and limits described in Appendix J.

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

4.4 LIPA Obligation to Cure Adverse Effect: If, after the Interconnection Customer meets all interconnection requirements, the operations of LIPA are adversely affecting the performance of the Unit or the Interconnection Customer's premises, T&D Manager shall immediately take appropriate action to eliminate the adverse effect. If T&D Manager determines that LIPA needs to upgrade or reconfigure its system the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and LIPA.

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V. ACCESS

5.1 Access to Premises: T&D Manager shall have access to the disconnect switch of the Unit at all times. 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), T&D Manager and LIPA shall have access to the Premises.

5.2 Company and Interconnection Customer Representatives: T&D Manager shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of T&D Manager. For the purpose of allowing access to the premises, the Interconnection Customer shall provide T&D Manager with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Company Right to Access Company-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Interconnection Customer shall allow LIPA or T&D Manager access to LIPA's equipment and facilities located on the Premises. To the extent that the Interconnection 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 Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of LIPA or T&D Manager 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 dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) Business Days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure. The Parties agree to participate in good faith in the mediation for a period of up to ninety (90) days.

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; provided however, that an Interconnection Customer that is an agency or instrumentality of the Federal government, or an agency or instrumentality of the New York State government, shall not be required to place such disputed amounts into escrow if the establishment of such an escrow would be inconsistent with applicable Federal or State law or regulations.

VII. INSURANCE

7.1 Recommendation for Insurance: The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, the Smart Grid SGIP, or any other LIPA requirement. Due to the risk of incurring damages however, LIPA recommends that every distributed generation customer protect itself with insurance.

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7.2 Effect: The inability of LIPA to require the Interconnection Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights LIPA may have to pursue remedies at law against the Interconnection Customer to recover damages.

7.3 With respect to an Interconnection Customer who owns and/or operates solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind, or Hybrid Electric Generating Equipment (as these terms are defined in the LIPA Tariff), T&D Manager may require the Interconnection Customer to:

- (i) Comply with additional safety or performance standards in addition to those specified in LIPA's "Smart Grid Small Generator Interconnection Procedures";
- (ii) Perform or pay for additional tests;
- (iii) Purchase additional liability insurance when the total rated generating capacity of the electric generating equipment that provides electricity to LIPA through the same local feeder line exceeds twenty (20%) of the rated capacity of the total feeder line.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto, and if a party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person. T&D Manager is not a party to this Agreement, and is executing and administering this agreement on behalf of LIPA as LIPA's agent. T&D Manager shall have all rights of a Party hereunder with respect to accuracy of information, Force Majeure, limitations of liability, indemnification, and disclaimers of warranty.

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, without regard to any choice of law provisions. However, if the Interconnection Customer is an agency or instrumentality of the United States Government, this Agreement shall be governed by the applicable laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of New York, without regard to conflicts of law principles.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by T&D Manager on behalf of LIPA and the Interconnection 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

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circumstances, but only to the extent they satisfy the preceding requirements: terrorism, 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 Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of T&D Manager on behalf of LIPA. Such consent will not be withheld unless T&D Manager on behalf of LIPA can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, an Interconnection 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. The obligations under the Appendix A (Long Island Lighting Company D/B/A LIPA Standardized Contract for Interconnection of Distributed Generation and/or Energy Storage Equipment with Capacity of 5 MW or Less Connected in Parallel with the LIPA Distribution Systems), shall be binding on any successor owner of the Unit. If the Unit is sold LIPA may require the new Unit owner to sign an amended agreement.

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

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8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does LIPA or T&D Manager 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 Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

**Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA**

[Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX B

Appendix B - Standardized Application For Inverter Based Systems

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARIZED APPLICATION
FOR
INTERCONNECTION OF INVERTER BASED DISTRIBUTED GENERATION AND ENERGY
STORAGE EQUIPMENT
IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEM**

CHECK IF: Standard SGIP Project _____ **or Feed in Tariff Project** _____

Customer:

Name: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

LIPA Account Number: _____

Installation Address (Street, City, State, ZIP): _____

Applicant Organization: _____

Applicant Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Agent (if any): _____

Agent Organization: _____

Agent Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Consulting Engineer or Contractor:

Organization: _____

Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Estimated In-Service Date: _____

Electric Service: Indicate if Existing _____ **or New Service** _____

Capacity: _____ Amperes _____ Voltage: _____ Volts Service Character: () Single Phase ()

Three Phase Secondary 3 Phase Transformer Connection () Wye () Delta

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

Solar Panel Information:

Panel Manufacturer: _____

Model No. _____ Version No. _____

Panel Power Rating: _____ kW (DC)

Quantity of Panels: _____

Total Rated Output: _____ kW (DC)

Energy Storage System Information:

Manufacturer: _____

Model No: _____

Total rating KW (AC): _____

Total Rating KWH : _____

Inverter Information:

Manufacturer: _____ / _____ / _____

Model No: _____ / _____ / _____

Inverter Rating kW (AC): _____ / _____ / _____

Quantity of Inverters _____ / _____ / _____

Total Rating of All Inverters kW (AC): _____

System Total Output _____ kW AC (System Total Output should be Total Rating of All Inverters)

Type: ☐ Forced Commutated ☐ Line Commutated

☐ Utility Interactive ☐ Stand Alone

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

Ramp Rate: _____

Method of Grounding: ☐ Grounded ☐ Ungrounded

Interconnection Voltage: _____ Volts

Applicable Attachments:

Detailed One Line Diagram attached ☐ Yes

If applicable, NRTL/UL 1741 Certification attached: ☐ Yes

APPENDIX B

If applicable:

Step Up Transformer Winding Configuration::

(☐) Delta (☐) Wye (☐) Wye Grounded

Other existing DG such as emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc:

(☐) Yes (☐) No

(If yes, provide information about existing generation on separate sheet and include detail on one-line diagram.)

_____	_____	_____	CUSTOMER/AGENT
SIGNATURE	TITLE	DATE	

APPENDIX C

Appendix C - Standardized Application For Non-Inverter Based Systems

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARIZED APPLICATION
FOR INTERCONNECTION OF NON-INVERTER BASED DISTRIBUTED GENERATION
EQUIPMENT
IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEM**

CHECK IF: Standard SGIP Project _____ or Feed in Tariff Project _____

Customer:

Name: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

LIPA Account Number: _____ **Installation Address** (Street, City,

State, ZIP): _____ **Applicant Organization:** _____

Applicant Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Agent (if any):

Agent Organization: _____

Agent Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Consulting Engineer or Contractor:

Organization: _____

Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Estimated In-Service Date: _____

Electric Service: Indicate if Existing _____ or New Service _____

Capacity: _____ Amperes _____ Voltage: _____ Volts Service Character: () 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) _____

APPENDIX C

Energy Producing Equipment Information:

Manufacturer:

Model No.:

Version No.:

() Synchronous () Induction () Other (Define) _____

Rating: _____ kW Rating: _____ kVA

Rated Output: _____ VA Rated Voltage: _____ Volts

Rated Frequency: _____ Hz 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 Tested to UL 1741 (most current version) (Total System):

() Yes () No If no, attach product literature.

Equipment Tested to UL 1741 (most current version) (i.e., Protection System):

() Yes () No

If no, attach product literature.

Three Line Diagram attached: () Yes

Verification Test Plan attached: () Yes

If applicable, Certification to UL 1741 attached: () Yes

System total size _____kW AC

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-excited

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:

APPENDIX C

Rotor Resistance (R_r): _____ ohms Exciting Current : _____ Amps

Rotor Reactance (X_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

Short Circuit Reactance (X''_d) : _____ ohms,

Phases: () Single Phase () Three Phase

Frame Size: _____ Design Letter: _____

Temp. Rise: _____ °C

Step Up Transformer Winding Configuration:

() Wye-Wye () Wye-Delta () Delta-Wye

Other existing DG such as emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc:

() Yes () No

(If yes, provide information about existing generation on separate sheet and include detail on one-line diagram.)

Signature:

CUSTOMER/AGENT SIGNATURE

TITLE

DATE

APPENDIX D

Appendix D -Pre-Application Report

PRE-APPLICATION REPORT FOR THE CONNECTION OF PARALLEL GENERATION EQUIPMENT TO LIPA's DISTRIBUTION SYSTEM

DG Project Information: (Provided to Utility by Applicant)
Customer name
Location of Project: (Address and/or GPS Coordinates)
DG technology type
DG fuel source / configuration
Proposed project size in kW (AC)
Date of Pre-Application Request
Pre-Application Report: (Provided to Applicant by Utility – 10 Business Days)
Operating voltage of closest distribution line
Phasing at site
Approximate distance to 3-Phase (if only 1 or 2 phases nearby)
Circuit capacity (MW)
Fault current availability, if readily obtained
Circuit peak load for the previous calendar year
Circuit minimum load for the previous calendar year
Approximate distance (miles) between serving substation and project site
Number of substation banks
Total substation bank capacity (MW)
Total substation peak load (MW)
Aggregate existing distributed generation on the circuit (kW)
Aggregate queued distributed generation on the circuit (kW)

APPENDIX E

Appendix E -Costs

COST RESPONSIBILITY FOR DEDICATED TRANSFORMER(S) AND OTHER SAFETY EQUIPMENT FOR NET METERED CUSTOMERS

Customer Cost Responsibility will be per LIPA Tariff for Electric Service. Such costs can include the total costs for upgrades to ensure the adequacy of the transmission and/or distribution system which would not have been necessary but for the interconnection of the DG resource.

APPENDIX F

Appendix F -Application Checklist

Completed standard application form	✓
Signed copy of the standard contract	✓
Letter of authorization, signed by the Customer, to provide for the contractor to act as the customer's agent, if necessary	✓
If requesting a new service, a site plan with the proposed interconnection point identified by a Google Earth, Bing Maps or similar satellite image. For those projects on existing services, account and meter numbers shall be provided	✓
Description / Narrative of the project and site proposed. If multiple DG systems are being proposed at the same site/location, this information needs to be identified and explained in detail	✓
DG technology type	✓
DG fuel source / configuration	✓
Proposed project size in AC kW	✓
Project is net metered, remote, or community net metered	✓
Metering configuration	✓
Copy of the certificate of compliance referencing UL 1741	✓
Copy of the manufacturer's data sheet for the interface equipment	✓
Copy of the manufacturer's verification test procedures, if required	✓
System Diagram - A three line diagram for designs proposed on three phase systems, including detailed information on the wiring configuration at the PCC and an exact representation of existing utility service. One line diagrams shall be acceptable for single phase installations	✓

APPENDIX G

Appendix G – Screening Analysis

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for Preliminary Screening Analysis. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

SUPPLEMENTAL SCREENING ANALYSIS

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for Supplemental Screening Analysis. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

APPENDIX H

Appendix H – Property Owner Consent Form

New York State Standardized Acknowledgment of Property Owner Consent Form

Project Name:

Location (Installation address):

Project/PAM Number (if available):

(Note: This Acknowledgment is to be signed by the owner of the property where the proposed distributed generation facility and interconnection will be placed, when the owner or operator of the proposed distributed generation facility is not also the owner of the property, and the property owner's electric facilities will not be involved in the interconnection of the distributed generation facility. Property Owner shall attached a copy of Tax Bill/Deed/Lease/Agreement/Other as evidence with this form)

This Acknowledgment is executed by _____, (the "Property Owner"; as used herein the term shall include the Property Owner's successors in interest to the Property), as owner of the real property situated in the City/Town of _____, _____ County, New York, known as _____ [street address] (the "Property"), at the request of _____ [name of Developer] (the "Developer"; as used herein the term shall include the Developer's successors and assigns).

This Acknowledgment does not grant or convey any interest in the Property to the Developer.

1. The Property Owner certifies as of the date indicated below that the Property Owner is working exclusively with the Developer on a proposal to install a distributed generation facility (the "Facility") on the Property.

OR

2. The Property Owner certifies as of the date indicated below that the Developer has executed with the Property Owner one of the following: a signed option agreement to lease or purchase the Property, an executed Property lease, or an executed purchase agreement for the Property granting the Developer a right to use the Property for purposes of installing the Facility.

Property Owner:

Developer/Applicant:

By: _____

By: _____ Name: _____

Name: _____ Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX I

Appendix I – Moratorium Attestation Form

New York State Standard Moratorium Attestation Form

PSEG Long Island
Manager of Power Asset Management
175 E Old Country Road
Hicksville, New York 11801

Re:	DEVELOPER	[name]
		[contact information]
	PROJECT	[Project/PAM number]
	PROPERTY	[street address]
		[municipality/county]
		[city/town and zip code]

_____ [DEVELOPER NAME] hereby attests that it will notify the
interconnecting utility identified above of the date that the moratorium on solar development in
_____ [MUNICIPALITY NAME] is lifted.

By signing below, Developer confirms that this attestation is true and correct.

By: _____

Printed Name: _____

Title: _____

APPENDIX J

Appendix J – Energy Storage System (ESS) Application Requirements

Energy Storage System (ESS) Application Requirements / System Operating Characteristics / Market Participation

Application Requirements:

- a. Provide a general overview / description and associated scope of work for the proposed project. Is the new ESS project associated with a new or existing DG facility?
- b. Identify whether this is a Stand-Alone or Hybrid ESS proposal or a change to the operating characteristics of an existing system. If Hybrid ESS, please select the configuration option:
 1. Hybrid Option A - ESS is charged exclusively by the DG
 2. Hybrid Option B - ESS will not export to the grid, only DG will.
 - a. Hybrid Option C - ESS may charge/discharge unrestricted, but grid consumption by ESS is netted out of grid exports¹.
 3. Hybrid Option D - ESS may charge/discharge unrestricted, but any consumption on the account is netted out of grid exports
 4. N/A - not Value Stack
- c. Market participation²
 1. Compensated under the LIPA Electric Service Tariff -If yes, please specify. Identify any associated use case stacking (i.e., parallel standby, net meter, VDER, import only, export only, peak shaving, generator firming, demand response, etc.) if applicable.
 2. NYISO markets? If yes, has the NYISO process been initiated? Please specify which anticipated NYISO market(s).
 3. As part of an NWA? If yes, please specify which associated NWA.
 4. Program or market not listed? If yes, please describe.
- d. Indicate whether the ESS and DG system inverter(s)/converter(s) are DC-coupled or AC-coupled and provide the following:
 1. DER Nameplate Ratings:
 - i. Storage inverter rating (kW) for AC-coupled or stand-alone systems;
 - ii. DG inverter rating (kW) for AC-coupled systems (if DG present); or
 - iii. DG + ESS inverter rating (kW) for DC-coupled systems.
 2. Storage capacity (kWh)³
- e. Provide specification data/rating sheets for both the AC and/or DC components including the manufacturer, model, and nameplate ratings (kW) of the inverter(s)/converters(s) and controllers for the ESS and/or DG system, and capacity of ESS unit(s) (kWh).

¹ ESS may have restricted charge/discharge to be defined in Question 2e

² Market participation information is non-binding but may be used to verify operating characteristics and metering configuration. Participation in NYISO markets and NWA programs may influence the technical study.

³ Kilowatt hour rating values are typically not utilized for impact review outside of a utility performance requirement under and NWA solution. However, kWh is required for utility reporting and is a mandatory data field.

APPENDIX J

- f. Indicate the type of Energy Storage (ES) technology to be used. For example, NaS, Dry Cell, PB-acid, Li-ion, vanadium flow, etc.
- g. Will the proposed project provide both real power and reactive power (PQ injection)?
- b.h. Will the proposed project provide reactive power control, either via volt/VAR mod or specific power factor?
- ~~c.~~ Indicate how the ESS will be charged and/or act as a load: (1) Electrical Grid Only, (2) Unrestricted charging from Electrical Grid and/or DG system, (3) Restricted charging from Electrical Grid and/or DG Systems, or (4) charging from DG only.
- ~~d.~~ If the intended use case for the ES includes behind the meter backup services, please provide a description and documentation illustrating how the entire system disconnects from utility during an outage (e.g. mechanical or electronic, coordination, etc.).
- ~~e.~~ Provide the data sheet for the battery portion of the energy storage equipment, including the model, capacity (kWh), and manufacturer
- ~~f.~~ Provide specification data/rating sheets including the manufacturer, model, and nameplate ratings (kW) of the inverter(s)/converter(s) for the energy storage and/or DG system.
- ~~g.~~ Indicate any impacts of ambient temperatures on charging and discharging capabilities, specifically noting any restrictions on available capacity as a function of temperature and listed on the system facility's nameplate.
- ~~h.~~ Provide details on cycling (anticipated maximum cycles before replacement), depth of discharge restrictions, and overall expected lifetime regarding the energy storage components.
- ~~i.~~ Provide proposed inverter(s) power factor operating range and whether inverter(s) are single quadrant, two quadrant, or four quadrant operation.
- ~~j.~~ Provide details on whether the inverter(s)/converter(s) have any intrinsic grid support functions, such as autonomous or interactive voltage and frequency support. If they do, please describe these functions and default settings.
- ~~k.~~ Indicate whether the ES and DG system inverter(s)/converter(s) are DC coupled or AC coupled.
- ~~l.~~ Indicate whether the system inverter(s)/converter(s) is/are listed on the NY DPS "Certified Interconnection Equipment List"
- a. If the interconnected inverter(s)/converter(s) are not listed on the "Certified Interconnection Equipment List" but are certified, provide a copy of the certificate of compliance.
- ~~b.~~ If the interconnected inverter(s)/converter(s) are not listed on the "Certified Interconnection Equipment List, or the storage and paired DG are AC coupled, please detail the use of control systems such as utility grade relays including AC and DC control schematics and relay logic.
- ~~c.~~ If the interconnected inverter(s)/converter(s) are not listed on the "Certified Interconnection Equipment List", please detail the verification of protection operation in equivalent deployments of the equipment configuration. For example, if this exact configuration has been previously deployed, please describe the project and reference the commissioning/test report.
- ~~d.~~ Identify if inverter analytical models are available for use in the utility's power flow analysis program, and if there are any restrictions on their use.
- m.i. Indicate whether the interconnected inverters inverter(s)/converter(s) is/are compliant to the latest versions of the following additional standards. If partially compliant to subsections of the latest standards, please list those subsections:
 - 1. IEEE 1547a-2018

APPENDIX J

2. UL 1741 and its supplement SA

- j. List the system's maximum import in kW AC, including any equipment and ancillary loads (i.e., HVAC) to be installed to facilitate the ESS installation.
- k. Indicate desired ramp rates in kW/second during charging and discharging (worst case will be assumed if not provided). Please attach a charge and discharge data/curve.
- l. Is the ESS symmetrical or asymmetrical (e.g., charge magnitude equivalent to discharge magnitude)? Provide proposed inverter(s) power factor operating range and anticipated operational setpoints⁴ in the context of the expected two-quadrant or four-quadrant operation
- m. Indicate the maximum potential change in power magnitude expressed in equipment limitations such as per-second, minute, hour, or day and kW or % of kW as applicable.
- n. Indicate any specific operational limitations that will be imposed (e.g., will not charge or discharge across PCC between 2-7 pm on weekdays; ESS will not charge at any time that would increase customers peak demand, etc.). Charge/discharge at any time (24 hours) will be assumed by LIPA if not provided.
- o. Provide a summary of protection and control scheme functionality and provide details of any integrated protection of control schematics and default settings within controllers.
- p. Submit control schemes, electrical configurations, and sufficient details for PSEG Long Island to review and confirm acceptance of proposal. Detail any integrated control scheme(s) that are included in the interconnected inverter(s)/converters including a sequence of operations for expected events, energy flows, or power restrictions. For example, provide details if the ESS can be charged only through the DG input, or if the ESS can be switched to be charged from the line input, or if a control scheme is proposed to prohibit power flow directionality or peak values. Provide details on grounding of the interconnected ESS and/or DG system to meet LIPA's effective grounding requirements.
- q. Provide short circuit current capabilities and harmonic output from the hybrid ESS project or stand-alone ESS.
- ~~n-r.~~ If the intended use case for the ESS includes behind-the-meter backup services, please provide a description and documentation illustrating how the entire system disconnects from the LIPA System during an outage (e.g., mechanical or electronic, coordination, etc.).

⁴ Final setpoints are subject to change per utility's direction

APPENDIX J

- ~~o. If the interconnected inverter(s)/converters are not compliant with the previously listed additional standards, please describe how utility grade protection, relay and controls are implemented between your hardware and the utility.~~
- ~~p. Detail any integrated protection that is included in the interconnected inverter(s)/converters. For example, describing over/under voltage/current frequency behavior and reconnection behavior would comply, such as solid state transfer switching or other.~~

2. Optional Questions:

Questions in this section are not required for a complete application, although any responses provided may support PSEG Long Island's decision to review the project performance in a manner that could result in less impact to the customer interconnection.

- a. Indicate whether the interconnected inverters inverter(s)/converter(s) is/are compliant to the latest versions of the following additional standards. If partially compliant to subsections of the latest standards, please list those subsections: a. SunSpec Common Smart Inverter Profile (CSIP) v2.103-15-2018
- b. Any other recognized standard or practice. Indicate the maximum frequency of change in operating modes (i.e., charging to discharging and vice-versa) that will be allowed based upon control system configurations.
- c. Provide details on standard communication as follows:
 - a. Hardware interfaces that are available, e.g., TCP/IP, serial, etc.
 - b. Protocols that are available, e.g., MODBUS, DNP-3, 2030.5, etc.
 - c. Data models that are available, e.g., 61850-90-7, SunSpec, MESA, 2030.5, OpenADR, etc.
- d. Provide details on whether the inverter(s)/converter(s) have any intrinsic grid support functions, such as autonomous or interactive voltage and frequency support. If so, please describe these functions and default settings.

System Operating Characteristics:

- ~~a. Identify the maximum nameplate rating in kW ac for each source (storage, any paired inverter-based distributed generation).~~
- ~~b. Identify the maximum net export and import of the Hybrid or Stand Alone system in kW ac~~
- ~~c. Indicate the maximum ramp rates during charging and discharging.~~
- ~~d. Indicate the maximum frequency of change of operating modes (i.e. charging to discharging and vice versa) that will be allowed based upon control system configurations~~
- ~~e. Indicate any specific and/or additional operational limitations that will be imposed (e.g. will not charge between 2-7pm on weekdays).~~
- ~~f. Provide a summary of protection and control scheme functionality and provide details of any integrated protection of control schematics and default settings within controllers.~~
- ~~g. Provide descriptions of any software functionality that enables intelligent charging and discharging of the ESS using interconnected DG, such as PV. For example, if the ESS can be charged only through the DG input, or if the ESS can be switched to be charged from the line input, provide those details in a sequence of operations. Provide details on grounding of the~~

APPENDIX J

~~interconnected energy storage and/or DG system to meet utility effective grounding requirements.~~
~~h. Provide short circuit current capabilities and harmonic output from the Hybrid Project or~~

APPENDIX J

~~stand-alone storage system~~

- ~~i. Provide details on standard communication hardware interfaces that are available, e.g., TCP/IP, serial, etc.~~
- ~~j. Provide details on standard communication protocols that are available, e.g., MODBUS, DNP 3, 2030.5, etc.~~
- ~~k. Provide details on standard communication data models that are available, e.g., 61850-90-7, SunSpec, MESA, etc.~~

Market Participation:

- ~~a. Will the system operate in the NYISO markets? If yes, please specify.~~
- ~~b. Will the system be compensated under a utility tariff(s)? If yes, please specify.~~

~~The market participation information is non-binding; however, the operating characteristics as defined above will be used for technical study.~~

~~Date:~~

APPENDIX K

Appendix K – Project Construction Schedule

Applicant Name:

Project/PAM Number:

Developer:

*This Interconnection schedule depends upon receipt of funds along with notification to proceed, executed Interconnection Agreement, weather, equipment delivery, public opposition to right-of-way and timely Customer design submittals. Close coordination is required to sequence construction and planned interruption events. As a result, any final schedule requires mutual agreement and would be subject to change.

Milestone	Estimated Time Duration to Completion (Weeks)	Responsible Party
30 % Payment		Interconnection Customer
Administrative Setup		PSEG Long Island
Customer Submittals One Line and Three Line Diagrams Stamped Site Plans		Interconnection Customer
Review of drawings, shop drawings and Relay Setting		PSEG Long Island
Design Queue		PSEG Long Island
Permitting/Easements		PSEG Long Island
Upgrade Design – Line/POI/Substation Design		PSEG Long Island: Complete design to the point of material ordering
Progress Payment**		Interconnection Customer
Scheduling/Procurement		PSEG Long Island
Construction – Line/POI/Substation		PSEG Long Island / <u>Interconnection customer</u>
Verification Test Coordination Customer Witness Testing Energization/Permission to Operate		PSEG Long Island / <u>Interconnection customer</u> <i>Customer submittals required to be <u>approved to schedule test</u></i>
Total Project Duration		PSEG Long Island /Interconnection Customer

- a. **The sequence of Milestone schedule might change for Non-CESIR projects.

APPENDIX L

Appendix L – Small Generator Certificate Of Completion

Is the Small Generator unit owner-installed? Yes _____ No _____

Installed System Total Output: _____ kW DC and _____ kW AC

Installed Energy Storage Total Output: _____ kW AC and _____ kWh

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generator (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by LIPA: _____

Application PAM ID number: _____

Inspection:

The Small Generator has been installed and inspected in compliance with the local

building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

Appendix M - Interconnection Agreement For A System
Greater Than 5 MW And Less Than 10 MW

INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW
AT [ADDRESS]

BETWEEN

LONG ISLAND LIGHTING COMPANY D/B/A LIPA

AND

[PARTY NAME]

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

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APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
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EXHIBITS

Exhibit A – System One-Line / Point of Attachment and Interconnection Facilities/
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Exhibit B – Interconnection and Metering Requirements

Exhibit C – Facility Design and Verification Studies

Exhibit D – Commissioning, Startup, and Maintenance Procedures for Interconnection
Facilities

Exhibit E – Interconnection Cost Estimate

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, _____ by and between Long Island Lighting Company doing business as LIPA (“LIPA”), a corporation organized under the laws of the State of New York and a wholly-owned subsidiary of Long Island Power Authority (“Authority”) which is a corporate municipal instrumentality and political subdivision of the State of New York, each with its headquarters at 333 Earle Ovington Boulevard, Uniondale, New York 11553 and [PARTY NAME] organized under the laws of the State of [_____] (“Generator”), with its offices at [PARTY ADDRESS]. LIPA and Generator may be jointly referred to in this Agreement as the “Parties,” or individually as a “Party.” T&D Manager is not a party to this Agreement and is executing this Agreement solely on behalf of and as agent for LIPA.

WHEREAS, LIPA owns electric facilities and is engaged in the generation, transmission, distribution, and sale of electric energy in the State of New York; and

WHEREAS, T&D Manager is LIPA’s agent, will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including all attached exhibits as applicable; and

WHEREAS, Generator intends to construct, own, operate, and maintain (or cause to be constructed, operated, and maintained) an electric power generation facility (the “Plant”) to be located at [ADDRESS]; and

WHEREAS, Generator desires to interconnect the Plant with LIPA’s System; and

WHEREAS, LIPA desires to interconnect LIPA’s System with the Plant;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant, promise, and agree as follows:

ARTICLE 1
CONSTRUCTION AND DEFINITIONS

1.1 Construction. Any references herein to this Agreement, or to any other agreement, shall include any exhibits, attachments, and addenda hereto and amendments thereto, as the same may be amended from time to time.

1.2 Definitions. Any term used in this Agreement and not defined herein shall have the meaning customarily attributed to such term by the electric utility industry in the State of New York. When used with initial capitalization, unless otherwise defined herein, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below:

“**Affiliate**” means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control of a specified party. For purposes of this definition, “control” means the power to direct the management and policies of such entity or specified party, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. A voting interest of ten percent (10%) or more shall create a rebuttable presumption of control. The Parties acknowledge that the T&D Manager shall not be construed to be an Affiliate of LIPA as such term is defined and used herein.

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

“Agreement” shall have the meaning identified in the Preamble and shall include all exhibits, schedules, appendices, and other attachments hereto and amendments thereto that may be made from time to time pursuant to the terms of this Agreement.

“Arbitrators” shall have the meaning set forth in Section 10.4 of this Agreement.

“Authority” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder.

“Business Day” means any day on which the Federal Reserve Member Banks in New York City are open for business, and shall extend from 8:00 a.m. until 5:00 p.m. local time for each Party’s principal place of business.

“Commercial Operation Date” means the date on which the Plant has successfully completed its Performance Test and all tests required in accordance with NYISO procedures to provide Output in the corresponding NYISO markets in accordance with the applicable rules promulgated by the NYISO, and is available and capable of delivering Output pursuant to the terms of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 15.1 of this Agreement.

“Cure Plan” shall have the meaning set forth in Section 9.2(b)(ii) of this Agreement.

“Date of Initial Interconnection” means the date on which the Plant is first electrically interconnected to LIPA’s System, which is intended to occur on or before [DATE].

“Demarcation Point” means the point of electrical interconnection between Generator’s Interconnection Facilities and LIPA’s Interconnection Facilities, located at [ADDRESS], as set forth in Exhibit A hereto.

“Disclosing Party” shall have the meaning set forth in Section 15.1 of this Agreement.

“Energy Storage System” means a commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

“Environmental Law” means all former and current federal, state, local, and foreign laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives or orders (including consent orders) and Environmental Permits, in each case, relating to pollution or protection of the environment or natural resources, including laws relating to Releases or threatened Releases, or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, arrangement for disposal, transport, recycling or handling of Hazardous Substances.

“Environmental Permits” means the permits, licenses, consents, approvals and other governmental authorizations, with respect to Environmental Laws relating primarily to the operation of the Plant.

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

“Event of Default” shall have the meaning set forth in Section 9.1 of this Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“FOIL” shall have the meaning set forth in Section 15.3 of this Agreement.

“Force Majeure Event” shall have the meaning set forth in Article 12 of this Agreement.

“Generator” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder. Generator means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of less than 10 MW ~~or less~~ located on the Interconnection Customer’s premises at the time T&D Manager approves such generator for operation in parallel with LIPA’s system. This Agreement relates only to such generator. The nameplate generating and energy storage capacity shall not exceed 10 MW in aggregate.

“Generator’s Interconnection Facilities” means all facilities and equipment identified on Exhibit A, that are located between the Plant and the Demarcation Point, including any modification, addition, upgrades or replacement of such facilities and equipment, necessary to Interconnect the Plant with LIPA’s System. Generator’s Interconnection Facilities are sole use facilities.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the State of New York during the term of this Agreement, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to delineate acceptable practices, methods or acts generally accepted by a significant portion of the electric utility industry operating in the State of New York.

“Hazardous Substance” means (i) any petrochemical or petroleum products, crude oil or any fraction thereof, ash, radioactive materials, radon gas, asbestos in any form, urea formaldehyde foam insulation or polychlorinated biphenyls, (ii) any chemicals, materials, substances or wastes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory affect contained in any Environmental Law or (iii) any other chemical, material, substance or waste which is prohibited, limited or regulated by any Environmental Law.

“Indemnified Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Indemnifying Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Interconnection” means the electrical interconnection of the Plant with LIPA’s System.

“Interconnection Customer” means the owner of the Generator or any entity that proposes to interconnect with LIPA’s Distribution System.

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“Interconnection Facilities” means Generator’s Interconnection Facilities, if any, and LIPA’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Plant and the Point of Attachment, including any modifications, additions, upgrades or replacements that are necessary to physically and electrically interconnect the Plant to LIPA’s System. Interconnection Facilities are sole use facilities and shall not include additions, modifications or upgrades to LIPA’s System.

“Interest Rate” shall have the meaning set forth in Section 3.4 of this Agreement.

“Lenders” means any Person, or agent or trustee of such Person, who provides financing for the Plant.

“LIPA” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder.

“LIPA’s System” means the electric transmission and distribution system owned by LIPA and consisting of all real and personal property, equipment, machinery, tools and materials, and other similar items relating to the transmission and distribution of electricity to LIPA’s customers.

“LIPA’s Interconnection Facilities” means all facilities and equipment identified on Exhibit A, that are located between the Demarcation Point and the Point of Attachment, including any modifications, additions, upgrades or replacements of such facilities and equipment. LIPA’s Interconnection Facilities are sole use facilities and shall not include additions, modifications or upgrades to LIPA’s System.

“Material Modification” means a Modification to a Unit that may have adverse impacts on the LIPA’s system, LIPA customers, other projects, or applications in the interconnection queue.

“Metering Devices” means all meters, metering equipment, data processing equipment, and associated equipment used to measure, record or transmit data relating to the provision and transmission of Output from LIPA’s System to customers pursuant to the terms of this Agreement.

“Modification” means a change to the ownership, equipment, equipment ratings, equipment configuration, or operating conditions of the Unit.

“NYCA” means the New York Control Area.

“NYISO” means the New York Independent System Operator or any successor thereto that administers the wholesale electricity markets in the State of New York substantially as a whole, including without limitation, any regional transmission organization so authorized by the FERC.

“Other Party Group” shall have the meaning set forth in Section 11.10. (e) of this Agreement.

“Output” means collectively, the capacity, energy, and ancillary services produced by the Plant.

“Party” or “Parties” shall have the meaning set forth in the Preamble, together with any successor or assign, as permitted hereunder, of either.

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“Plant” shall have the meaning set forth in the Recitals, including the balance of plant equipment, fuel handling facilities, step-up transformer(s), output breakers, and necessary generation and transmission lines to connect to the Demarcation Point, and associated protective equipment.

“Performance Test” means the performance tests as more fully described in Exhibit J (D) hereto.

“Point of Attachment” means the point, as set forth in Exhibit J (A), where the Interconnection Facilities connect to LIPA’s System.

“Project Site” means that parcel of land where the Plant is located and described in the attached Appendix A; and located in [ADDRESS].

“Receiving Party” shall have the meaning set forth in Section 15.1(a) of this Agreement.

“Records” shall have the meaning set forth in Section 16.3 of this Agreement.

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment or within any building, structure, facility or fixture.

“RTO” means any regional transmission organization/independent transmission operator or organization, which is approved by the FERC pursuant to FERC Order No. 2000.

“Statute” shall have the meaning set forth in Section 16.3 of this Agreement.

“Summer Season” means, after the Commercial Operation Date, each of the periods from June 1 through September 30 of any year during the term of this Agreement.

“System Emergency” means the existence of a physical or operational condition or the occurrence of an event which, at the time of such occurrence or event that: (i) in the judgment of the Party making the claim, is imminently likely to endanger life or property, or (ii) in the case of LIPA, impairs or will imminently impair the safety and/or reliability of LIPA’s System or LIPA’s Interconnection Facilities, or (iii) in the case of Generator, impairs or will imminently impair the safety and/or reliability of the Plant or Generator’s Interconnection Facilities. System restoration and black start are part of a System Emergency, provided that Generator is not obligated to possess black start capability.

“System Pre-Emergency” means the existence of a physical or operational condition or the occurrence of an event which, at the time of such occurrence or event, could reasonably be expected, if permitted to continue, to lead to a System Emergency.

“T&D Manager” means PSEG Long Island LLC through its operating subsidiary Long Island Electric Utility Servco LLC, which has managerial responsibility for the day-to-day operation and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA, pursuant to that Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as amended from time to time (the “OSA”) or any other similar agreement or arrangement or any successor or assignee thereof providing certain operational, maintenance and other services to LIPA.

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ARTICLE 2
TERM

This Agreement shall become effective (the “Effective Date”) upon execution by both Parties, and shall remain in full force and effect, subject to termination as provided herein, for a period of ten (10) years from the Effective Date or such other longer period as the Generator may request and shall be automatically renewed for each successive one-year period thereafter. Generator shall have the right to cease operation of the Plant and terminate this agreement upon thirty (30) days’ notice to LIPA. Either Party may terminate this Agreement in accordance with Article 9.

ARTICLE 3
BILLING AND PAYMENT

3.1. Billing Procedures. Within twenty (20) Business Days after the first (1st) day of each month, each Party shall prepare an invoice for any outstanding and due costs, fees or other payments owed it by the other Party pursuant to this Agreement or otherwise subject to reimbursement by Generator. Each invoice shall delineate the month in which such costs or services were incurred or provided, shall fully describe the costs or services incurred or rendered, and shall be itemized to reflect the incurrence of such costs and the provision of such services. Each Party shall pay the undisputed invoiced amount, if any, to the other Party on or before the thirtieth (30) day following receipt of the other Party’s invoice. Payment of invoices by either Party shall not relieve the paying Party from any responsibilities or obligations it has under this Agreement, nor shall it constitute a waiver of any claims arising hereunder nor shall it prejudice either Party’s right to question the correctness of such billing.

3.2 Billing Payment Addresses

- i. T&D Manager:
PSEG Long Island
Power Asset Management (PAM)
175 East Old Country Road
Hicksville, New York 11801
Attention: Manager, PSEG Long Island Power Asset Management

With a copy to LIPA:
Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Vice President of Power Markets

- ii. Generator:
[NAME]
[ADDRESS]
Attention:
Fax: _____

or such other and different addresses as may be designated in writing by the Parties.

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3.3 Billing Disputes.

- (a) Notice. A Party receiving any invoice from the other Party shall examine same to ensure that it has been calculated correctly, and shall promptly notify the billing Party of any errors therein which the receiving Party in good faith believes have been made, along with the facts providing the basis for such belief. The billing Party will promptly review such complaint and reply to the specific claims made by the receiving Party.
- (b) Dispute Resolution. If the Parties are unable to settle the contested portion of any invoice, such dispute shall be settled in accordance with Article 10.
- (c) Obligation to Pay Uncontested Amounts. The existence of a dispute with regard to any payment due shall not relieve the indebted Party of any obligation to timely pay any uncontested amounts due under this Agreement or from fulfilling any other obligation under this Agreement.
- (d) Payment of Disputed Amounts. Upon resolution of a dispute in respect to any disputed amount, a party shall pay interest on any unpaid amount determined to be owed to the other party from the date due under the original invoice until date of payment. Such interest shall be computed at the effective interest rate as established by Section 2880 of the Public Authorities Law of the State of New York, and any successor thereto (the "Interest Rate").
- (e) Deadline for Disputing Amounts. Except in instances where it is demonstrated that fraud hindered the discovery of billing errors, any claims for adjustments must be made within two (2) years of when the invoice was issued.

3.4 Interest. If either Party fails to make any payment required by this Agreement when due, including contested portions of invoices, or if due to an incorrect invoice issued by a Party, the other Party may request an overpayment requiring a refund by the billing Party, such amount due shall bear interest at the Interest Rate for each day from the due date of the payment or the date on which the overpayment was made until the date of payment. Payments mailed on or before the due date shall not be charged interest for the period of mailing. If the due date of any payment falls on a Sunday or legal holiday, the next Business Day shall be the last day on which payment can be made without interest charges being assessed.

3.5 Survival. The provisions of this Article 3 shall survive termination, expiration, cancellation, suspension, or completion of this Agreement to the extent necessary to allow for final billing and payment.

ARTICLE 4
REGULATORY APPROVALS

4.1 Generator shall be responsible for obtaining and maintaining the effectiveness of all necessary governmental permits required for Generator to construct, operate maintain and replace Generator's Interconnection Facilities. LIPA shall be responsible for obtaining and maintaining the

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effectiveness of all necessary governmental permits required for LIPA to construct, operate, maintain, and replace LIPA's Interconnection Facilities.

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ARTICLE 5
SALE OF ELECTRICITY

There shall be no sale of electricity to LIPA under this Agreement.

ARTICLE 6
INSTALLATION, OPERATION, AND MAINTENANCE
OF THE INTERCONNECTION FACILITIES

6.1 LIPA shall interconnect the Plant with LIPA's System at the Point of Attachment, permit the Plant to operate in parallel with LIPA's System, and shall provide all services reasonably necessary to achieve these purposes.

6.2 Generator shall be responsible, for (a) all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, operating, maintaining, and replacing the Generator's Interconnection Facilities and for providing data acquisition and control interfaces to permit the safe and reliable operation of the Interconnection Facilities in accordance with Good Utility Practice and the NYISO Tariff and Rules, and (b) all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, operating, maintaining, and replacing LIPA's Interconnection Facilities. An estimate of the initial cost of LIPA's Interconnection Facilities is set forth in Exhibit E. Generator shall reimburse LIPA for all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, and replacing LIPA's Interconnection Facilities. Generator shall reimburse LIPA on a monthly basis for maintenance costs of the Interconnection Facilities in accordance with the applicable Service Classification tariff in LIPA's retail electric tariff (presently Service Classification No.11). LIPA, through its T&D Manager, will invoice Generator for the foregoing costs.

6.3 Generator shall design, engineer, procure, construct, install, commission, test, operate, maintain, and replace Generator's Interconnection Facilities in conformance with: (a) the design specifications, construction standards, performance requirements, and operating standards specified in Appendices B, C, and D to this Agreement; (b) the testing procedures for the Generator's Interconnection Facilities, specified in Exhibit D to this Agreement; (c) all applicable laws, rules and regulations of federal, state and local governmental authorities that have jurisdiction over Generator with respect to the Generator's Interconnection Facilities; (d) Good Utility Practice.

6.4 Generator shall design, engineer, procure, construct, install, commission, test, operate, and maintain the Plant in accordance with: (a) the design specifications, construction standards, performance requirements, and operating standards specified in Appendices B, C, and D to this Agreement; (b) the testing procedures for the Plant, specified in Exhibit D to this Agreement; (c) all applicable laws, rules and regulations of federal, state, and local governmental authorities that have jurisdiction over Generator with respect to the Plant; and (d) Good Utility Practice.

6.5 Prior to the Date of Initial Interconnection, the Parties shall jointly develop detailed testing procedures for the Interconnection Facilities, to the extent any such procedures are not adequately specified as part of the applicable NYISO Tariff and Rules or within Exhibit D.

6.6 Prior to the date of Initial Interconnection, the Parties shall also jointly develop a detailed set of coordinated operating instructions. The operating instructions shall be developed in accordance

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with this Agreement and any other binding agreement between the Parties in effect during operation of the Plant.

6.7 If applicable, LIPA shall undertake design of and performance of verification studies for the Plant.

6.8 In order for LIPA to make a timely assessment of Generator's compliance with the requirements of Section 6.4 of this Agreement, prior to the Date of Initial Interconnection, Generator will submit to LIPA for LIPA's review, engineering drawings of the Plant, including detailed one-line functional relaying drawings, three-line alternate current ("AC") schematics, and all AC and direct current control schematics associated with the Plant. Such engineering drawings shall be of sufficient scope and detail to permit LIPA to reasonably assess Generator's compliance with the design requirements of Section 6.4 of this Agreement. Generator will send final engineering drawings to LIPA at least one (1) month prior to the Date of Initial Interconnection. LIPA shall provide written approval of the final engineering drawings promptly after Generator's submission to LIPA and prior to the Date of Initial Interconnection, which written approval shall not be unreasonably withheld or delayed. The Plant shall not be interconnected with LIPA's System until the Generator's Interconnection Facilities and the Plant have been approved by the New York Board of Fire Underwriters (or other similar body having jurisdiction).

6.9 Generator shall have the right to install its own meters at the Plant and shall maintain them according to Good Utility Practice. Prior to the Commercial Operation Date, Generator shall install, to specifications provided by LIPA and at Generator's expense, adequate metering and communications equipment as described in Appendices A and B. Generator shall pay the monthly charges associated with such communication channel(s).

6.10 Except as otherwise provided herein, each Party shall maintain its equipment and facilities and perform its maintenance obligations that could reasonably be expected to affect the operations of the other Party, according to Good Utility Practice. Unless the Parties mutually agree to a different arrangement, neither Party shall be responsible for performing the maintenance of the other Party's equipment, regardless of the location of said equipment.

6.11 Each Party may request, pursuant to Good Utility Practice, that the other Party test, calibrate, verify or validate its telemetering, data acquisition, protective relay equipment, control equipment or systems, or any other equipment or software pursuant to Good Utility Practice or for the purpose of troubleshooting problems on interconnected facilities, consistent with the other Party's obligation to maintain its electric generation equipment and facilities.. In the event that such testing reveals that no problems exist with the equipment or systems in question, the Party requesting such testing shall be responsible for all costs and expenses related to the requested test(s). Each Party shall be responsible for all costs to test, calibrate, verify or validate its own equipment or software at intervals required by NYISO or any successor RTO. Each Party shall supply the Party requesting the test, at no cost to such Party, with copies of the resulting inspection reports, installation and maintenance documents, test and calibration records, verification and validations of the telemetering, data acquisition, protective relay, or other equipment or software.

6.12 From time to time, modifications may be required of the Interconnection Facilities due to, but not limited to, general usage, unforeseen damage, operating requirements of the Plant, or operating requirements of LIPA's System. When such modifications are required, the Parties will jointly determine

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the reason for the modification. Generator shall be responsible for all costs associated with modifications to the Interconnection Facilities that are required to accommodate the interconnection of Generator's Plant. Any modifications to the Interconnection Facilities during the term of this Agreement must conform to the requirements of Exhibit B to this Agreement. If deemed to be a Material Modification, the modification will be studied pursuant to the procedures in the SGIP for new applications.

ARTICLE 7
ISOLATION RIGHTS

7.1 LIPA shall be responsible for installing such equipment or control system as determined by LIPA to allow for the disconnection of the Plant from LIPA's System. LIPA shall at all times during the term of this Agreement have access to the disconnect switch as indicated in Exhibit A to this Agreement, to electrically isolate the Plant from LIPA's System pursuant to Section 7.4.

7.2 LIPA shall design, operate, and maintain LIPA's Interconnection Facilities so such equipment or control system automatically disconnects the Plant from LIPA's System in the event of: (a) the occurrence of a fault on that portion of LIPA's System serving the Plant, in accordance with the requirements specified in this Agreement; (b) de-energization of the portion of LIPA's System that interconnects with the Plant; (c) an equipment failure or other condition occurring in the Interconnection Facilities or the Plant which creates or contributes to a System Emergency or System Pre-Emergency.

7.3 LIPA shall design, operate and maintain LIPA's Interconnection Facilities to fail in an open position, so that the Plant and LIPA's System will disconnect if there is any failure of a disconnect device on the Interconnection Facilities.

7.4 LIPA shall give advance notice to Generator of the need for disconnection of the Plant from LIPA's System, and coordinate with Generator on any such disconnection of the Plant, provided however, that LIPA may, in accordance with Good Utility Practice, disconnect the Plant without prior notice to Generator and maintain such disconnection if:

- (a) failing to disconnect the Plant from LIPA's System would create or contribute to a System Emergency or System Pre-Emergency;
- (b) immediate maintenance operations are required on LIPA's System to prevent a System Emergency or System Pre-Emergency; or
- (c) isolation is required to facilitate restoration of system outages or for safety considerations.

7.5 Whenever LIPA disconnects the Plant without prior notice to Generator, LIPA shall provide immediate oral notice, to be followed by written notice to Generator within one (1) day of such disconnection, which oral and written notice shall provide the reason, and, if possible, the expected duration of such disconnection.

7.6 LIPA may also request Generator to disconnect the Plant to perform non- immediate maintenance operations on LIPA's System that (a) are consistent with Good Utility Practice, including disconnecting the Plant in order to interconnect another generator to LIPA's System, and (b) require the Plant to be disconnected in order for LIPA to perform such maintenance on LIPA's System, provided that

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a minimum of twenty-four (24) hours of advance notice and an estimate of the duration of such disconnection are provided to Generator by LIPA. To the extent possible, LIPA will schedule all such maintenance operations of LIPA's System and LIPA's Interconnection Facilities at times that are mutually convenient for LIPA and Generator and in accordance with Good Utility Practice and taking into consideration Generator's schedule of planned outages.

7.7 Following any LIPA disconnection of the Plant, reconnection shall occur when:

- (a) all existing System Emergency or System Pre-Emergency conditions have been corrected; or
- (b) in the case of maintenance required on LIPA's System, such maintenance has been completed; and
- (c) it is safe to do so in accordance with Good Utility Practice.

7.8 Generator shall give advance notice to LIPA of the need for disconnection of the Plant from LIPA's System (other than regularly planned disconnections as required under LIPA Tariff SC-13), and coordinate with LIPA on any such disconnection of the Plant, provided however, that Generator may disconnect the Plant without prior notice to LIPA and maintain such disconnection if:

- (a) failing to disconnect the Plant from LIPA's System would create or contribute to a System Emergency or System Pre-Emergency;
- (b) immediate maintenance operations are required to prevent a System Emergency or System Pre-Emergency; or
- (c) isolation is required for safety considerations.

7.9 Whenever Generator disconnects the Plant without prior notice to LIPA, Generator shall inform LIPA as quickly as possible of the time, reason, and, if possible, the expected duration of such disconnection.

7.10 Following any Generator disconnection of the Plant, reconnection shall occur when:

- (a) all existing System Emergency or System Pre-Emergency conditions have been corrected; or
- (b) in the case of maintenance, such maintenance has been completed; and
- (c) it is safe to do so in accordance with Good Utility Practice.

ARTICLE 8
INSPECTION AND ACCESS RIGHTS

8.1 Generator shall provide LIPA with access to the Interconnection Facilities located on the Project Site at reasonable times, including weekends, and upon reasonable prior notice. The notice condition does not apply in the case of a System Emergency, and LIPA shall at all times during the term

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of this Agreement have access to the disconnect switch, as indicated in Exhibit A to this Agreement, to electrically isolate the Plant from LIPA's System pursuant to Article 7.

8.2. While at the Project Site, all representatives of LIPA shall observe such safety precautions as may be required by law or by Generator, and shall conduct themselves in a manner that is consistent with Good Utility Practice and that will not interfere with the operation of the Plant or the Generator's Interconnection Facilities.

8.3 Neither Party shall construct any facilities or structures or engage in any activities that will interfere with the rights granted to the other Party under this Agreement or rights-of-way, licenses, or easements secured by and/or for the other Party.

8.4 The access rights granted hereunder shall be effective for the term of this Agreement and shall neither be revoked, nor shall either Party take any action that would impede, restrict, diminish, or terminate the rights of access or use granted by such access rights.

8.5 Each Party shall have the right to inspect or observe, at its own expense, the maintenance activities, equipment tests, installation, construction, or other modifications to the other Party's Interconnection Facilities and associated telecommunication facilities, as the case may be, which may reasonably be expected to adversely affect the observing Party's operations or liability. The Party desiring to inspect or observe shall notify the other Party in accordance with the notification procedures set forth in Article 13 of this Agreement. If the Party inspecting the equipment, systems, or facilities observes any deficiency or defects that may be reasonably be expected to adversely affect the operations of the observing Party's system or facilities, the observing Party shall notify the other Party, and the other Party shall make any corrections necessitated by Good Utility Practice.

8.6 Subject to the provisions of Section 11.1, each Party shall be solely responsible for and shall assume all liability for the safety and supervision of its own employees, agents, representatives, and subcontractors. All work performed by either Party that reasonably could be expected to affect the operations of the other Party shall be performed in accordance with all applicable laws, rules, and regulations pertaining to the safety of persons or property, including, without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970, as amended from time to time, the National Electrical Safety Code, as amended from time to time, and Good Utility Practice.

ARTICLE 9
EVENTS OF DEFAULT; TERMINATION

9.1 Event of Default. The occurrence of one or more of the following events so long as the same is continuing shall constitute an "Event of Default" under this Agreement:

- (a) Failure by either Party to substantially perform any material obligation under this Agreement, and which failure continues for a period of forty-five (45) days after notice thereof has been received by such Party from the non-defaulting Party; or

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- (b) Failure by either Party to pay any undisputed amount due under this Agreement which continues for a period of thirty (30) days after notice of such non-payment is delivered to the defaulting Party; or
- (c) The dissolution or liquidation of a Party or the issuance of any order, judgment or decree by a court of competent jurisdiction under the bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction whether now or hereafter in effect adjudicating a Party bankrupt or insolvent or otherwise granting relief under any such law; or
- (d) A Party petitions or applies to any tribunal for, or consents to the appointment of or taking possession by, a receiver, liquidator, custodian, trustee or similar official of such Party or of a substantial part of the assets of such Party; or any such petition or application is filed or any such proceedings are commenced against a Party and such Party by any act indicates its approval thereof, consent thereto or acquiescence therein or such petition or application remains undismissed for sixty (60) days; or
- (e) A Party makes a general assignment for the benefit of its creditors or makes an admission in writing that it is unable to pay its debts generally as they become due; or
- (f) The revocation or loss of any license, permit, or other governmental approval (i) materially affecting Generator's ability to operate the Plant or Generator's Interconnection Facilities, or (ii) materially affecting LIPA's ability to operate LIPA's Interconnection Facilities, provided that but for Generator's or LIPA's negligence, as the case may be, no such revocation or loss of such license, permit or other governmental approval would have ensued.

9.2 Notice and Opportunity to Cure Event of Default. Upon actual discovery of an Event of Default, a Party claiming the occurrence of such Event of Default must promptly provide the alleged defaulting Party with a Notice of Default and the defaulting Party shall have, in the case of failure to pay any undisputed amount, thirty (30) days and, in other defaults, forty-five (45) days to complete one of the following:

- (a) cure the Event of Default; or
- (b) if such default reasonably requires additional time to cure then such defaulting Party will, from the date such Party receives the Notice of Default, have (i) such longer time as is reasonable under the circumstances, not to exceed the greater of one hundred and eighty (180) days or to the mid-point of the next Summer Season to complete such cure or (ii) if the defaulting Party provides a commercially reasonable cure plan acceptable to the other Party that requires more time than provided in Section 9.2 above ("Cure Plan"), then the defaulting Party shall be extended such additional time provided for in the Cure Plan to cure the Event of Default and the other Party shall have no right to terminate this Agreement, provided that the defaulting Party diligently pursues such Cure Plan; or
- (c) undertake dispute resolution pursuant to Article 10.

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9.3 Dispute of Claim of Event of Default. If, within thirty (30) days of the service of a Notice of Default pursuant to Section 9.2, the Party alleged to be in default disputes in writing that an Event of Default has occurred, either Party may seek resolution of such dispute pursuant to the terms of Article 10, and this Agreement shall not be terminated by the Party claiming the occurrence of the Event of Default prior to such resolution of such dispute pursuant to the procedures of Article 10.

9.4 Remedies. This Agreement may be terminated by the non-defaulting Party effective immediately upon the non-defaulting Party providing written notice to the defaulting Party of termination if: (a) the defaulting Party or its Lenders fail to cure the Event of Default within the cure periods provided under Section 9.2 and any action for dispute resolution under Article 10 with respect to the alleged Event of Default has been completed and not determined favorably to the allegedly defaulting party; or (b) through the dispute resolution process under Article 10, it is determined that an Event of Default has occurred and the defaulting Party, pursuant to terms of this Agreement has not cured or diligently endeavored to cure, the default, as the case may be. Upon termination, the non-defaulting Party shall be entitled to such damages as are available at law and equity, subject to Article 11 hereof. The termination of this Agreement under this Section 9.4 shall not discharge either Party from any obligations, which may have accrued under this Agreement prior to such termination.

ARTICLE 10
DISPUTE RESOLUTION

10.1 Any dispute arising out of, or relating to, this Agreement, with the exception of termination pursuant to Section 9.4 or a breach of a Party's indemnity obligations under Article 11 or a Party's obligations under Article 15 of this Agreement, shall be subject to the dispute resolution procedures specified in this Article 10 which shall constitute the sole and exclusive procedures for the resolution of such disputes.

10.2 The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through negotiation conducted in good faith between executives of the Parties having authority to reach such a settlement. Either Party may by written notice to the other Party, refer any such dispute or claim for advice or resolution to mediation by a suitable mediator. The mediator shall be chosen by the mutual agreement of the Parties. If the Parties are unable to agree on a mediator, each Party shall designate a qualified mediator who, together with the mediator designated by the other, shall choose a single mediator for the particular dispute or claim. If the mediator chosen is unable, within thirty (30) days of such referral to reach a determination that is acceptable to the Parties, the matter shall be referred to arbitration as set forth below. All negotiation and mediation discussions pursuant to this Section 10.2 shall be confidential, subject to applicable law, and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and applicable state rules of evidence.

10.3 Except for claims for temporary injunctive relief under Section 10.5, neither Party shall bring any action at law or in equity to enforce, interpret, or remedy any breach or default of this Agreement without first complying with the provisions of this Article 10; provided however, that if the Arbitrators (as defined below) fail to issue a decision within one hundred eighty (180) days after the commencement of arbitration under Section 10.4, then either Party may bring any action at law or in equity to seek enforcement, interpretation or remedy of any breach of this Agreement.

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10.4 Any dispute subject to resolution under this Article 10, which has not been resolved by discussion or mediation within thirty (30) days from the date that either negotiations or mediation shall have commenced and which is not subject to the FERC's jurisdiction shall be settled by arbitration before three (3) independent and impartial arbitrators (the "Arbitrators") in accordance with the then current commercial arbitration rules of the American Arbitration Association, except to the extent that such rules are inconsistent with any provision of this Agreement, in which case the provisions of this Agreement shall be followed, and except that the arbitration under this Agreement shall not be administered by the American Arbitration Association without the express agreement of the Parties. The Arbitrators shall be (i) independent of the Parties and disinterested in the outcome of the dispute, (ii) persons otherwise experts in the electric utility industry, including bulk power markets and transmission systems, and (iii) qualified in the subject area of the issue in dispute. The Parties shall choose the Arbitrators within thirty (30) days, with each Party choosing one Arbitrator and those two Arbitrators choosing the third Arbitrator. Judgment on the award rendered by the Arbitrators may be entered in any court in the State of New York having jurisdiction thereof. If either Party refuses to participate in good faith in the negotiations or mediation proceedings described in Section 10.2, the other Party may initiate arbitration at any time after such refusal without waiting for the expiration of the applicable time period. Except as provided in Section 10.5 relating to provisional remedies, the Arbitrators shall decide all aspects of any dispute brought to them including attorney disqualification and the timeliness of the making of any claim.

10.5 Either Party may, without prejudice to any negotiation, mediation or arbitration procedures, proceed in the courts of the State of New York to obtain provisional judicial relief if, in such Party's sole discretion, such action is necessary to protect public safety, avoid imminent irreparable harm, provide uninterrupted electrical and other services, or preserve the status quo pending the conclusion of any dispute resolution procedures employed by the Parties or pendency of any action at law or in equity. Except for temporary injunctive relief under this Section, neither Party shall bring any action at law or in equity to enforce, interpret, or remedy any breach or default of this Agreement without first complying with the provisions of this Article; provided, however, that if the Arbitrators fail to issue a decision within one hundred eighty (180) days after the commencement of arbitration under Section 10.3, then either Party may bring any action at law or in equity to seek enforcement, interpretation or remedy of any breach of this Agreement.

10.6 The Arbitrators shall have no authority to award damages excluded under Article 11 or any other damages aside from the prevailing Party's actual, direct damages plus interest at the Interest Rate for each day commencing on the date such damages were incurred through date of payment. The Arbitrators shall not have the authority to make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The Arbitrators' award shall be in writing and shall set forth the factual and legal bases for the award. The Parties to the arbitration shall each bear their own litigation expenses for the arbitration and shall evenly divide the common costs of the arbitration.

10.7 Unless otherwise agreed to in writing or prohibited by applicable law, the Parties shall continue to provide service, honor all commitments under this Agreement, and continue to make payments in accordance with this Agreement during the course of any dispute resolution under this Article and during the pendency of any action at law or in equity or any arbitration proceeding relating hereto.

10.8 All applicable statutes of limitation and defenses based upon the passage of time and similar contractual limitations shall be tolled while the procedures specified in this Article 10 are pending.

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The Parties will take such action, if any, required to effectuate such tolling. Without prejudice to the procedures specified in this Article 10, a Party may file a complaint for statute of limitations purposes, if in its sole judgment such action may be necessary to preserve its claims or defenses. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Article 10.

10.9 The Arbitrators shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, the production of requested documents, the exchange of summaries of testimony of proposed witnesses, and the examination of the Parties by deposition. The Parties hereby agree to produce all such information as ordered by the Arbitrators and shall certify that they have provided all applicable information and that such information was true, accurate and complete

10.10 The site of any arbitration brought pursuant to this Agreement shall be in a location in Nassau County, New York County or Suffolk County as is mutually agreed to by the Parties.

ARTICLE 11
INDEMNITY, LIMITATION OF LIABILITY; INSURANCE

11.1 Indemnity. Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold the other Party and T&D Manager (the “Indemnified 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, the alleged violation of any Environmental Law, or the release or threatened release of any Hazardous Substance, demands, suits, recoveries, costs and expenses, court costs, attorneys’ fees, and all other obligations by or to third parties, arising out of or resulting from (a) the Indemnifying Party’s performance of its obligations, or its actions or inactions, under this Agreement, except as expressly provided otherwise herein, (b) the Indemnified Party’s actions or inactions in performing obligations on behalf of the Indemnifying Party in accordance with this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party or (c) the violation by the Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of any Hazardous Substance.

11.2 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 11 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article 11, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

11.3 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 11, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party’s actual loss, net of any insurance or other recovery, except that any insurance carrier shall be subrogated to the Indemnified Party’s interest to the extent of any insurance recovery paid to the Indemnified Party.

11.4 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 11 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless and to the extent that such failure or delay is materially prejudicial to the Indemnifying Party.

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11.5 Except as stated below, the Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

11.6 The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

11.7 LIPA Equipment Design and Review. Notwithstanding any other provisions of this Agreement, neither LIPA or T&D Manager, or their officers, trustees, employees, and agents nor those of their parents shall be liable to Generator, or its contractors or subcontractors, for any claims, costs, expenses, losses, lawsuits, judgments, attorney's fees or damages arising out of LIPA's or T&D Manager's equipment design and review, except for instances arising out of LIPA's failure to act in accordance with Good Utility Practice, gross negligence or willful misconduct. Generator shall indemnify and hold LIPA and T&D Manager, and their officers, trustees, employees, and agents, harmless from any claims, costs, expenses, losses, damages or judgments made against LIPA and/or T&D Manager or incurred by any of Generator's contractors or subcontractors except for instances arising out of LIPA's failure to act in accordance with Good Utility Practice, gross negligence or willful misconduct. This indemnification and hold harmless obligation shall be separate from and independent of any other obligations of Generator to indemnify and hold harmless LIPA and its officers, directors, employees, and agents.

11.8 Consequential Damages. Except for indemnity and defense of action obligations set forth in this Article 11, in no event shall either Party or T&D Manager be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages (including attorney's fees or litigation costs), including but not limited to loss of profit, revenue or opportunity, loss of the use of equipment or facilities, cost of capital, cost of temporary or substitute equipment, facilities, services or replacement power, down time costs; and claims of customers of either Party, connected with, or resulting from, performance or non-performance of this Agreement or any action undertaken in connection with, or related to this Agreement, including, without limitation, any such damages which are based upon causes of action for breach of contract, tort (including negligence and misrepresentation), breach of warranty or strict liability.

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11.9 Survival. Each Party's indemnification and defense of action obligations under this Article for acts or occurrences prior to the expiration, termination, completion, suspension or cancellation of this Agreement shall continue in full force and effect regardless of whether this Agreement expires, terminates, or is suspended, completed or canceled. Except as noted above, such obligations shall not be limited in any way by any limitation on insurance, by the amount or types of damages, or by any compensation or benefits payable by the Parties under workers' compensation acts, disability benefits acts or other employee acts, or otherwise.

11.10 Insurance. Prior to the commencement of this Agreement, Certificates of Insurance from Generator and LIPA and / or all of Generator's and LIPA's contractors / subcontractors that perform activities on the Project Site relative to this Agreement, shall be furnished to Generator and LIPA, as the case may be. Each Party shall, at its own expense, maintain in force throughout the term of this Agreement, and until released by the other Party, the following minimum insurance coverage, with insurers authorized to do business in the State of New York. The generator must have added T&D Manager, LIPA, and the Authority as additional insureds under the following coverages:

- (a) Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Attachment is located.
- (b) Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000.00) per occurrence/one million dollars (\$1,000,000.00) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- (c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and property damage.
- (d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of twenty million dollars (\$20,000,000.00) per occurrence/twenty million dollars (\$20,000,000.00) aggregate.
- (e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. For LIPA, Other Party Group shall include the Authority and T&D Manager and its affiliates. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to the Other Party

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Group prior to anniversary date of cancellation or any material change in coverage or condition. Insurance as specified herein must be maintained at all times during the life of this Agreement. Each Party shall provide the other Party with renewal certificates if said insurance policies are to expire prior to the expiration or termination of this Agreement. Said certificates must be provided within ten (10) days after the renewal date. Insurance as specified herein must be maintained at all times throughout the term of this Agreement.

- (f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one (1) insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- (g) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall be on an occurrence basis.
- (h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.
- (i) Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- (j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Article 11 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of this Article 11. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Article 11. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Article 11.
- (k) The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

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ARTICLE 12
FORCE MAJEURE

12.1 The term “Force Majeure Event” as used herein means those acts, omissions or circumstances which are outside of the affected Party’s control and which could not be reasonably anticipated or avoided in accordance with Good Utility Practice, including without limitation any act of God, strikes or other labor disputes, acts of the public enemy, accidents, war (declared or otherwise), invasion, civil disturbance, riots, fires, storms, flood, ice, earthquakes, explosions, or action or inaction of a Governmental Authority (other than LIPA) that precludes the construction, interconnection or operation of the Plant. A Force Majeure Event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

12.2 If a Force Majeure Event causes either Party to be rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments under this Agreement when due, that Party shall be excused from performance or liability for damages to the other Party solely to the extent and during such period such Party’s performance is affected.

12.3 Any Party claiming Force Majeure shall: (i) provide prompt oral notice followed by written notice to the other Party within three (3) Business Days of such Force Majeure Event giving a detailed written explanation of the event and estimate of its expected duration and probable effect on the performance of that Party’s obligations hereunder, and (ii) use due diligence in accordance with Good Utility Practice to continue to perform its obligations under this Agreement to the extent unaffected by the Force Majeure Event and to remove promptly the condition that prevents performance and to mitigate the effects of the same, except that settlement of any strike or labor dispute shall be in the sole judgment of the affected Party.

12.4 No obligations of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance are excused as a result of the occurrence.

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ARTICLE 13
NOTICES

All notices shall be in writing and shall be deemed sufficiently given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, hand-delivered, sent by facsimile transmission (confirmed in writing) or sent by recognized overnight courier service, addressed as follows:

To LIPA:

PSEG Long Island
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Vice President of T&D Operations

With a copy to:

Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: General Counsel
Fax: (516) 222-9137

To T&D Manager:

PSEG Long Island
Power Asset Management (PAM)
175 East Old Country Road
Hicksville, New York 11801
Attention: Manager, Power Asset Management

To Generator:

[NAME]
[ADDRESS]
Attention: **[NAME AND TITLE]**
Fax: _____

or such other and different addresses as may be designated in writing by the Parties.

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ARTICLE 14
ASSIGNMENT OR TRANSFER

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred, by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed; provided that this Agreement may be assigned to an Affiliate with the understanding that no such assignment shall relieve the assigning Party from its obligations hereunder; and further provided that the restrictions on assignment contained in this Article shall not in any way prevent either Party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness.) Except as otherwise provided in this Article, a Party shall only consent to an assignment by the assigning Party if, in the non-assigning Party's reasonable judgment, the assignee is fully capable of performing all of the assigning Party's obligations under this Agreement and possesses the technical capability, experience, and financial capability to perform in the manner required. At least thirty (30) days prior to the effective date of the proposed assignment, the assigning Party shall deliver to the non-assigning Party an assignment and assumption agreement, duly executed, in which the assignee unconditionally assumes all of its assignor's obligations to the non-assigning Party and agrees to be bound by all of the terms and conditions of this Agreement, and whereby the assignee makes certain additional representations and warranties as appropriate for assignee as contained in this Section. Any purported assignment of this Agreement not in accordance with this Article shall be of no force and effect. Provided however, that a proposed assignment, notice of which is provided less than thirty (30) days prior to its proposed effective date shall be effective thirty (30) days following such notice.

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ARTICLE 15
CONFIDENTIALITY

15.1 Claim of Confidentiality.

- (a) In connection with this Agreement, the Parties and T&D Manager may exchange information that is deemed to be confidential whether such information is provided in written, oral, electronic or other format ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." The Disclosing Party shall mark all written Confidential Information as "Confidential," "Proprietary" or the like and in the case of Confidential Information that is communicated orally, the Disclosing Party shall within thirty (30) days' follow up such communication with a writing addressed to the Receiving Party generally describing the information and identifying it as Confidential Information. The Parties acknowledge that all information disclosed by Generator in connection with costs, pricing or operation of the Plant shall be treated as Confidential Information whether or not such information is marked or identified as Confidential Information. LIPA shall not disclose such Confidential Information without Generator's written consent, which may be withheld in Generator's sole discretion, unless LIPA is otherwise required by law to make such disclosure.
- (b) The Receiving Party shall protect the Confidential Information from disclosure to third parties consistent with the provisions of this Article 15 and subject to applicable law, provided however, a Receiving Party may disclose Confidential Information to its Affiliates, Lenders, employees, agents or representatives of such Receiving Party, where such Affiliate, Lender, employee, agent or representative expressly agrees to be bound by the terms of this Article 15 and provided further that the Receiving Party shall be liable for any breach by its Affiliates, Lenders, employees, agents or representatives.
- (c) It is further understood and agreed that money damages would not be sufficient remedy for any breach of this Article 15, and that if a Party breaches this Article 15, the Party disclosing Confidential Information to such breaching Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. The breaching Party agrees to waive any requirement for the posting of a bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Article 15 but shall be in addition to all other remedies available at law or equity. In the event of any legal action based upon or arising out of this Article 15, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees and costs from the other Party.

15.2 Compliance with Law. If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not

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pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded the Confidential Information by relevant third parties.

15.3 Compliance with the Freedom of Information Law. If LIPA is requested by a third party to disclose Confidential Information pursuant to the Freedom of Information Law ("FOIL"), LIPA will (i) notify Generator of the request and provide Generator the opportunity to review the Confidential Information; (ii) provide Generator the opportunity to provide information regarding the need for confidential treatment; (iii) evaluate the third party's request for disclosure and Generator's request for confidential treatment; and (iv) determine if the Confidential Information is subject to disclosure under FOIL. If LIPA determines that the Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to Generator so that Generator may seek a protective order or other appropriate remedy. If Generator does not obtain a protective order or no formal proceeding has been initiated by Generator within a reasonable period of time after LIPA provides notice to Generator of its intent to make public the Confidential Information, then LIPA may disclose such information with no liability or further obligation to Generator.

15.4 Treatment of Otherwise Publicly Available Documents. Notwithstanding anything to the contrary in this Article, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives. Should any person or entity seek to legally compel a Receiving Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, the Receiving Party or the Receiving Party's representative will furnish only that portion of the Confidential Information that it is legally required to disclose and the Receiving Party will request that confidential treatment be accorded the Confidential Information by relevant third parties.

15.5 Term of Confidentiality. The obligations set forth in this Article shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

ARTICLE 16
MISCELLANEOUS

16.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

16.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

16.3 Records. Each Party shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement

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(hereinafter, collectively, the “Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The New York State Comptroller, the New York State Attorney General, and any other person or entity authorized to conduct an examination, as well as the New York State agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at Generator’s or LIPA’s offices, as the case may be, within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing, and copying. LIPA shall take reasonable steps to protect from public disclosure any of the Records that are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”), provided that: (i) Generator shall timely inform LIPA, in writing, that said Records should not be disclosed; (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, Generator’s or LIPA’s right to discovery in any pending or future litigation.

16.4 Amendments. This Agreement may not be amended, changed, modified or altered except in writing and signed by the Parties.

16.5 Severability. If any article, phrase, provision, or portion of this Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, phrase, provision or portion so adjudged shall be deemed separate, distinct, and independent, and only deemed invalid in that particular instance, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated, rendered illegal, unenforceable, or otherwise affected by such adjudication.

16.6 Prior Agreements Superseded. This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

16.7 Survival. Provisions of this Agreement which by their nature would survive termination or expiration of the Agreement shall survive. Without limitation of the preceding sentence, applicable provisions of this Agreement shall continue in effect after expiration or termination of this Agreement as specifically provided herein and to the extent necessary to provide for final billings, billing adjustments, and payments pertaining to liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

16.8 Dispute Resolution. Any disputes arising under this Agreement shall be resolved in accordance with the procedures established in Article 10 of this Agreement.

16.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding its conflict of laws provisions.

16.10 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. If 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.

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16.11 Taxes. The Parties shall use reasonable efforts to administer this Agreement and implement the provisions thereof in accordance with their intent to minimize taxes.

16.12 Non-interference. Each Party agrees that it will not construct any facilities or structures at the Project Site or engage in any activity at the Project Site that will materially interfere with the rights granted to the other Party under this Agreement.

16.13 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional documents or instruments (including easements and other rights in land), in recordable form, and provide other assurances, obtain any additional permits, licenses, and approvals required, and shall do any and all acts and things reasonably necessary, to carry out the intent of the Parties hereto and to confirm the continued effectiveness of this Agreement.

16.14 Headings. The headings used for the articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

16.15 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any prior or contemporaneous undertakings, commitments, or agreements, oral or written, as to its subject matter. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

[Signature pages to follow on next page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LONG ISLAND ELECTRIC UTILITY SERVICE LLC
Acting as agent for and behalf of
LONG ISLAND LIGHTING COMPANY d/b/a LIPA

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

[PARTY NAME]

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

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EXHIBIT A
SYSTEM ONE-LINE / POINT OF ATTACHMENT
AND INTERCONNECTION AND INTERCONNECTION
FACILITIES / DEMARCATION POINTS

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EXHIBIT B
INTERCONNECTION AND METERING REQUIREMENTS

Interconnection Procedures and Requirements

The Interconnection Facilities shall be subject to the interconnection standards provided in the “Smart Grid Small Generator Interconnection Procedures For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel with LIPA’s Radial Distribution Systems”, “PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System” and “Specification & Requirements for Electric Installation (Red Book)”

Metering Requirements

Metering pursuant to the terms of this Agreement shall be subject to the PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System”, “Specification & Requirements for Electric Installation (Red Book)” and “Revenue Metering Requirements for Generating Facilities interconnection to the LIPA Transmission System”

Add other procedures and requirements as applicable.

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EXHIBIT C
FACILITY DESIGN AND VERIFICATION STUDIES

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EXHIBIT D
COMMISSIONING, STARTUP, AND MAINTENANCE
PROCEDURES FOR INTERCONNECTION FACILITIES

Introduction

Testing of all protective devices shall be performed on the Generator's Interconnection Facilities prior to the final functional testing of the interconnection scheme. The testing shall be performed by Generator. Relay and operational tests shall be performed with maintenance intervals consistent with the latest version of NERC PRC-005 or any applicable reliability requirements. A certified relay test report shall be furnished to LIPA/T&D Manager within two weeks after completion of all testing. Generator shall notify LIPA/T&D Manager at least seven (7) business days in advance of the protective device testing to provide an opportunity for LIPA/T&D Manager to be present during the testing.

Submitted documentation of the operational relay testing shall include graphic or digital recordings of actual current and voltage levels obtained during the test(s). Each relay test shall include a calibration check and an actual trip of the circuit breaker from the relay being tested.

A log of all relay target indications resulting from automatic circuit breaker operations shall be maintained. The relay target information is utilized to verify cause of the failure and to determine if relays operated as expected to isolate the Generator's Interconnection Facilities from LIPA's transmission system. This data shall be reviewed periodically, and upon request, shall be made available for Generator's inspection.

Operational Testing

Detailed and coordinated operational test procedures shall be developed jointly by LIPA/T&D Manager and Generator. These test procedures must include relay settings, continuity of relay circuits, breaker trip and close coils (AC and DC circuits), insulation impedances of protective circuits and current and voltage transformers.

To the maximum degree practicable, the components used in protection systems shall be of proven quality, as demonstrated either by actual experience or by stringent tests under simulated operating conditions, to ensure that the reliability of the protection system shall not be degraded or reduced.

The test procedures must demonstrate that:

- (a) All relays operate from all possible sources of trip signals or voltage.
- (b) All relays trip the desired breaker(s).
- (c) The Generator's Interconnection Facilities will be isolated from the LIPA system for complete loss of the Facility.
- (d) The ratio and polarity of relay and instrument transformers are correct.
- (e) The phase angle characteristics of directional and other relays are correct.
- (f) Relays have been tested at pick-up and three multiples of minimum pick-ups (e.g., three, five, and eight times).

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

All relays must be field verified and bench tested to meet the following tolerance criteria:

Test Parameter	Tolerance of Specified Settings
Current	+/- 5%
Voltage	+/- 5%
Time	+/- 5%
Frequency	+0.05 hertz
Phase Angle	+/- 3 degrees

The actual operational tests shall be performed after all equipment is installed and repeated every two years thereafter. Certified test results shall be submitted to LIPA/T&D Manager. Periodic inspections of AC and DC control power for all circuit breaker, reference single-line diagrams, relay protection diagrams, and coordination test data must accompany test reports.

LIPA/T&D Manager shall be notified by Generator at least seven (7) business days prior to the operational tests.

Maintenance

All equipment associated with the Generator's Interconnection Facilities shall be maintained by the Generator in accordance with the latest maintenance intervals in NERC PRC-005 or any applicable reliability requirements.

Add other procedures and requirements as applicable.

APPENDIX M

EXHIBIT E INTERCONNECTION COST ESTIMATE

The current interconnection estimate is [INSERT DOLLAR AMOUNT]

The illustration above represents an estimate of reimbursable cost. Upon execution of this Agreement, generator will provide the T&D Manager with an advance payment of 30% of the T&D Manager's estimated costs, due within 90 business days of the fully executed Interconnection Agreement. Progress payments will be required during construction and any excess will be reconciled and invoiced upon completion of all work and final accounting of all costs.

APPENDIX N

Appendix N - Metering Requirements

Refer to the document entitled “Revenue Metering Requirements for Generator Facilities Interconnecting to the LIPA Transmission System” for PSEG Long Island’s interconnection technical requirements for Small Generators up to 10 MW.

Add other procedures and requirements as applicable.

APPENDIX O

Appendix O -Left Blank Intentionally

APPENDIX P1

Appendix P1 -Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Long Island Lighting Company d/b/a LIPA ("LIPA"). Interconnection Customer and LIPA each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generator with LIPA's Distribution System; and

WHEREAS, Interconnection Customer has requested LIPA to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generator with LIPA's Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the PSEG Long Island Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause to be performed an interconnection feasibility study consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. LIPA reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the PSEG Long Island Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

5.0 In performing the study, LIPA shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

APPENDIX P1

6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generator as proposed:

- 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
- 6.3 Initial review of grounding requirements and electric system protection; and
- 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generator and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Small Generator regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generator is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or earnest money of \$10,000 may be required from the Interconnection Customer.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within thirty (30) Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the actual costs associated with the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

13.0 Miscellaneous.

- 13.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.

APPENDIX P1

- 13.2 Disclaimer of Warranty. In preparing the system impact study, LIPA and any subcontractor or consultant to LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor or consultant to LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or ~~system impact~~ conclusions of the ~~system impact~~feasibility study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.
- 13.3 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.
- 13.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the ~~system impact~~feasibility study or any reliance on the ~~system impact~~feasibility study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 13.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 13.6 Third-Party Beneficiaries. Without limitation of Sections 13.2, 13.3 and 13.5 of this Agreement, Interconnection Customer further agrees that a subcontractor or consultant hired

APPENDIX P1

by LIPA to conduct or review, or to assist in the conducting or reviewing, an Interconnection Feasibility Study shall be deemed third party beneficiaries with respect to Sections 13.2, 13.3, 13.4 and 13.5.

- 13.7 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.7, shall continue in effect for a term of one year or until the ~~system impact~~feasibility study for Interconnection Customer's Small Generator is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of the Interconnection Customer's Application under Section II.A.4 of PSEG Long Island's Small Generator Interconnection Procedures.
- 13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 13.9 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 13.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.11 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 13.12 Survival. All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.13 Independent Contractor. LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 13.14 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 13.15 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, ~~except with the consent of the affected~~ Party.
- 13.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 14.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures.

APPENDIX P1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Long Island Electric Utility Servco LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA**

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX P2

Appendix P2 – Assumptions Used-In Conducting System Impact Study

Attachment A to Feasibility Study Agreement

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and LIPA.

APPENDIX Q1

Appendix Q1 – System Impact Study

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Long Island Lighting Company d/b/a LIPA (“LIPA”). Interconnection Customer and LIPA each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generator with LIPA’s Distribution System;

WHEREAS, LIPA has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested LIPA to perform a system impact study(s) to assess the impact of interconnecting the Small Generator with LIPA’s Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the PSEG Long Island Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause to be performed a system impact study(s) consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. LIPA reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

APPENDIX Q1

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and LIPA has twenty (20) additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If LIPA uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced -

8.1 Are directly interconnected with LIPA's System; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with LIPA's System.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within thirty (30) Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within forty-five (45) Business Days after this Agreement is signed by the Parties, or in accordance with LIPA's queuing procedures.

10.0 The Interconnection Customer shall provide to LIPA a deposit of \$10,000 or other commercially reasonable security in an amount equivalent to the good faith estimated cost of a Distribution System impact study and the good faith estimated cost of a transmission system impact study

11.0 Any study fees shall be based on the actual costs of the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study

APPENDIX Q1

work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

13.0 Miscellaneous.

- 13.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.
- 13.2 Disclaimer of Warranty. In preparing the system impact study, LIPA and any subcontractor or consultants to LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor or consultant to LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the system impact study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.
- 13.3 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.
- 13.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the system impact study or any reliance on the system impact study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 13.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out

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- of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 13.6 Third-Party Beneficiaries. Without limitation of Sections 13.2, 13.3 and 13.5 of this Agreement, Interconnection Customer further agrees that subcontractor consultant hired by LIPA to conduct or review, or to assist in the conducting or reviewing, an Interconnection ~~Feasibility System Impact~~ Study shall be deemed third party beneficiaries with respect to Sections 13.2, 13.3, 13.4 and 13.5.
- 13.7 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.7, shall continue in effect for a term of one year or until the system impact study for Interconnection Customer's Small Generator is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of Interconnection Customer's application pursuant to Section II.A.4 of LIPA's Small Generator Interconnection Procedures.
- 13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 13.9 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 13.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.11 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 13.12 Survival. All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.13 Independent Contractor. LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 13.14 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 13.15 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective

APPENDIX Q1

successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, except with the consent of the affected Party.

13.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

14.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures for Distributed Generation Less than 10 MW Connected in Parallel with LIPA Distribution Systems.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX Q2

Q2 – Assumptions Used In Conducting The System Impact Study

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and LIPA.

APPENDIX R1

Appendix R1 – Facilities Study Agreement

Facilities Study Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Long Island Lighting Company d/b/a LIPA ("LIPA"). Interconnection Customer and LIPA each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generator with LIPA's Distribution System;

WHEREAS, LIPA has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested LIPA to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generator with LIPA's Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Long Island Power Authority Small Generator Interconnection Procedures for Distributer Generation Less than 10 MW Connected in Parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause a facilities study consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of LIPA's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

APPENDIX R1

5.0 LIPA may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generator if it is willing to pay the costs of those facilities.

6.0 The Interconnection Customer shall provide to LIPA a deposit of \$10,000 or other commercially reasonable security in an amount equal to the good faith estimated facilities study costs.

7.0 In cases where Upgrades are required, the facilities study must be completed within forty-five (45) Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within thirty (30) Business Days. Projects that are subject to the NYISO OATT Attachment S cost allocation process shall be processed in accordance with the NYISO's Attachment S procedures

8.0 Once the facilities study is completed, a facilities study report shall be prepared and promptly transmitted to the Interconnection Customer.

9.0 Any study fees shall be based on the actual costs of the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

11.0 Miscellaneous.

11.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.

11.2 Disclaimer of Warranty. In preparing the ~~system-impact~~facilities study, LIPA and any subcontractors or consultants employed by LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor consultant employed by LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or ~~system-impact~~ conclusions of the ~~system-impact~~facilities study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.

APPENDIX R1

- 11.3 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.
- 11.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the ~~system impact facilities~~ study or any reliance on the ~~system impact facilities~~ study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 11.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 11.6 Third-Party Beneficiaries. Without limitation of Sections 11.2, 11.3 and 11.5 of this Agreement, Interconnection Customer further agrees that subcontractor or consultant to LIPA to conduct or review, or to assist in the conducting or reviewing, ~~an Interconnection Feasibility facilities~~ study shall be deemed third party beneficiaries with respect to Sections 11.2, 11.3, 11.4 and 11.5.
- 11.7 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.7, shall continue in effect for a term of one year or until the ~~system impact facilities~~ study for Interconnection Customer's Small Generating Facility is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of the Interconnection Customer's application pursuant to Section II.A.4 of PSEG Long Island's Small Generator Interconnection Procedures.

APPENDIX R1

- 11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 11.9 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 11.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 11.11 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 11.12 Survival. All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 11.13 Independent Contractor. LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 11.14 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 11.15 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, except with the consent of the affected Party.
- 11.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 12.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures.

APPENDIX R1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Appendix R2 – Facilities Study Agreement Input Data Requirements

Attachment A to the Facilities Study Agreement

Data to Be Provided by the Interconnection Customer

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing LIPA station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generator?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to LIPA's System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with LIPA.

Is the Small Generator located outside of LIPA's service area?

Yes _____ No _____ If Yes, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Demand Customer: A Customer who is billed for Demand charges.

Demand Meter: The device that records the maximum amount of power used by the Customer over a 15-minute interval during a specific period, such as a month.

Department: The New York State Department of Public Service.

Deposit: A sum of money given as security for payment of service.

Distribution Facilities: Facilities used to distribute electric energy to consumers, including supply lines, distribution lines, service laterals, and accessory equipment.

Distribution Line(s): A system of poles, wires, ducts, conduits, and additional equipment used for the shared distribution of electricity to Customers.

E

Easement: (See *Right-of-way*)

Eligible Net Metering Technology/Technologies: The list of eligible technologies is: Solar Electric Generating Equipment, Wind Electric Generating Equipment, Micro-Hydroelectric Generating Equipment, Micro-Combined Heat and Power (CHP) Generating Equipment, Fuel Cell Electric Generating Equipment, Farm Waste Electric Generating Equipment, Stand Alone Storage Equipment, Regenerative Braking, Vehicle-to-Grid, or other generating equipment identified as a Tier 1 technology as defined in Appendix A of the CES Order of the New York Public Service Commission issued August 1, 2016 in Cases 15-E-0302 and 16-E-0270. Tier 1 technologies are required to take compensation based on the Value Stack.

Energy: Energy is electric power, used or supplied over time, and measured in KWH.

Existing Overhead Areas: Areas in which electric distribution facilities are constructed overhead, and there are no requirements to construct facilities underground.

F

Farm Waste Electric Generating Equipment: Equipment that generates electric energy from biogas produced by anaerobic digestion of agricultural wastes, such as livestock manure, farming wastes and food processing wastes with a rated capacity of not more than five thousand (5,000) kilowatts that is manufactured, installed and operated by Customer-generator in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities, operated in compliance with the Authority's standards and requirements established therefor, fueled at a minimum of ninety (90) percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues, and food processing waste, and fueled by biogas generated by anaerobic digestion with at least fifty (50) percent by weight of its feed stock being livestock manure on an annual basis.

Fuel Cell Electric Generating Equipment: A solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell, with a combined rated capacity of not more than ten (10) kilowatts for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in compliance with the Authority's standards and requirements established therefor. This definition, including the capacity limits specified herein, does not apply to fuel cells participating in the Fuel Cell Feed-in Tariff.

Fuel and Purchased Power Cost Adjustment Clause: See definition for Power Supply Charge.

Full-Requirements Customer: A Customer whose electric power requirements are all supplied by the Authority. (See *Customer – Full Requirements Customer*)

G

Generation Project: A specific project that is eligible to participate in the Commercial Solar, ~~or~~ Fuel Cell, or Solar Communities Feed-In Tariffs under Service Classification No. 11 – Buy-Back Service.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):
(Rate Code: 289)****9. Solar Communities Feed-in Tariff:**

The Authority establishes a Solar Communities Feed-in Tariff ("Solar Communities FIT") to obtain solar photovoltaic renewable resources to support the Solar Communities program under the terms defined below.

a) Who Is Eligible

Solar generation projects that qualify under and satisfy all the requirements of this Tariff including the Smart Grid Small Generator Interconnection Procedures ("Smart Grid SGIP"), and NYISO's Small Generator Interconnection Procedures as applicable, with a minimum output of 200 kW and maximum output of less than 5,000 kW, and will enter into a Solar Power Purchase Agreement for the Solar Communities FIT (the "Power Purchase Agreement").

- (1) Generation is limited to solar photovoltaic (PV) systems that generate electricity directly from sunlight.
- (2) Projects must be connected directly to the Authority's electric system with a dedicated meter.
- (3) PV systems are required to use smart inverters that conform to LIPA's technical interconnection requirements. The operation of the smart inverters may limit the amount of energy that the Generation Project provides to the system and correspondingly limit the compensation received by the Generation Project.
- (4) PV systems are precluded from participating in the Commercial System Relief Program or the Distribution Load Relief Program.
- (5) Projects are limited to renewable generating technologies that are approved for the Renewable Energy Standard (as defined in the Power Purchase Agreement) at the time the project is accepted.

b) Who Is Not Eligible

- (1) Generation Projects that were interconnected to the Authority's system as of the date of applying for this Solar Communities FIT are not eligible to participate.
- (2) Generation Projects that are in the Smart Grid SGIP queue or NYISO interconnection queue prior to being accepted for this Solar Communities FIT are not eligible to participate unless they withdraw from such queue.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):
(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- c) The Power Purchase Agreement will be available on the Manager's website and at its business offices.
- d) All of the Solar Products (as defined in the Power Purchase Agreement) from the facility will be sold to the Authority pursuant to the Power Purchase Agreement. Solar Products include all solar PV electric capacity and energy, ancillary services (as defined in the Power Purchase Agreement), and environmental attributes (as defined in the Power Purchase Agreement).
- e) The Authority will purchase Solar Products at a fixed price per kWh for a fixed term of 20 years.
- f) The solar generation project owner will be responsible for all interconnection costs and all other costs of developing, installing, operating and maintaining the renewable generating and all other costs and charges, as specified in this Service Classification or elsewhere in the Tariff. Solar generation projects intending to connect to the distribution system (point of interconnection on 13 kV or lower) must meet all the requirements of the Smart Grid SGIP. Solar generation projects intending to connect to the transmission system (Point of Interconnection on 23 kV or higher) must adhere to the NYISO's Small Generator Interconnection Procedures as applicable.
- g) Solar generation project will be subject to the Maintenance Charges for Interconnection Equipment as per VIII.O.10.a).(5)
- h) Non-synchronous solar generation projects proposing to connect to the transmission system must comply with the requirements listed in the document "Statement for Performance Requirements for Transmission-Connected Resources Using Non-Synchronous Generation," found on the Manager's website under "About Us" and then "Legal and Regulatory Documents". The requirements of this document do not supersede the requirements of the Smart Grid SGIP, or NYISO's Small Generator Interconnection Procedures. This requirement is in addition to those documents.
- i) In addition to the foregoing requirements, all solar generation projects and associated interconnection facilities must be designed to withstand 130 mph winds and have equipment elevations to accommodate updated one-in-500 year flood zones.
- j) The solar generation project owner shall be responsible for obtaining any and all necessary permits and approvals for solar generation project facilities and interconnection facilities and for conducting all necessary public outreach.
- k) Solar generation projects that are not selected for the program may sell their generation to the Authority under the general terms of this Service Classification No.11 - Buy-Back Service, if they meet the qualifications or may apply for Net Metering or Community Net Metering pursuant to the Authority's rules for Net Metering or Community Net Metering.
- l) The solar generation project owner will be paid on a monthly basis for each kilowatt-hour delivered to the Authority as measured by the dedicated meter at applicable rates. If the Authority determines that more than an incidental amount of energy (1% of gross output of the generator in a given month) is flowing to the solar generator project's site under this arrangement, then purchases and payments may be terminated until such time as the cause of the amount flowing to the site can be determined and remedied by the solar generator project owner to the Authority's satisfaction or agrees to pay for Station Service on all inflows of power to the Generation Project

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):****m) Sloped Bid Price Cap**

The maximum price of bids that will be accepted declines as a piecewise linear function of accepted capacity. The Sloped Bid Price Cap can be found in the Statement of Solar Communities Feed-in Tariff.

n) Rates and Charges for Purchase

The Authority will pay for the purchase of Solar Products for 20 years at the as-bid rate submitted in each Generator Project's bid as defined below. The rate will be a fixed price expressed in \$/kWh to the nearest \$0.0000 for any specific solar generator project selected by the Authority for the term of the Power Purchase Agreement.

At the end of every evaluation period, which will take place from time to time, the Authority will publish the amount that has been accepted in the Solar Communities FIT project in the Statement of Solar Communities Feedin Tariff.

o) The enrollment target is set at 20 MW (AC rating). The Authority may at any time increase the enrollment target up to 30 MW (AC) at which time it will determine the changes to the Sloped Bid Price Cap and provide that information sixty days prior to a quarterly evaluation period.**p) Generator Bidding Process for the Enrollment Period from 6/1/2020 to 9/30/2020**

The Authority will solicit standardized bids from eligible Generation Projects between June 1, 2020 and September 30, 2020, inclusive. Bids must be submitted electronically to the Authority at the address shown on the Manager's website. The Manager is authorized to establish limitations on the size and format of applications or establish other restrictions as it deems appropriate for the operation of its website.

(1) The Authority will provide non-binding guidance with respect to estimates of available capacity to prospective bidders with regards to potential points of interconnection within the Authority's electric system through information posted on the Manager's website. Substations that are at or near their maximum injection capacity would necessitate extensive modification to incorporate the injection of new resources. The cost of all modifications shall be borne solely by the bidder.

(2) The bidder will specify the bidder's proposed capacity in AC rating to the nearest whole Watt, proposed connection point (including substation and circuit designation or interconnection point), and proposed fixed price per kWh. Bidders may, but are not required to, specify alternative capacity amounts smaller than the proposed capacity. If a bidder is submitting multiple bids with identical price and capacity, the bidder will also specify a preferred priority order for such bids in the event that some but not all may be accepted under the evaluation process specified below.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- (3) The Authority will not accept a bid whose fixed price exceeds \$0.1649/kWh ("Maximum Price Cap"). A Generation Project's bid will be rejected as nonresponsive if the fixed price bid exceeds the Maximum Price Cap or if it is incomplete or otherwise not in conformance with the provisions of this Tariff.
- (4) The Authority will evaluate the Generation Project's bids for responsiveness as they are received. For bids received prior to September 16, 2020, and if time allows, the Authority will attempt to inform the bidder in the event that a bid is deemed non-responsive or may be subject to additional interconnection costs. Notified bidders will be given the opportunity to remedy the deficiency by resubmitting the bid on or before September 30, 2020. The Authority does not guarantee that sufficient time will be afforded to the bidder for resubmittal.
- (5) The Authority will evaluate bids as follows:
 - Step 1 Complete and responsive bids will be ranked in price order with the lowest bid price given the highest priority. Where multiple bids are received with the same bid price, the bid with the smaller capacity will be prioritized ahead of the bid with the larger capacity. Where multiple bids are received with the same bid price and the same capacity, priority will be given to the single highest priority ranked bid of each individual bidder among the group of bids with identical bid price and capacity. One bid per bidder with identical bid price and capacity in AC rating may be considered equal in priority, and will be evaluated as a single combined project for purposes of bid evaluation only.
 - Step 2 Bids will be reviewed by the Authority using the SGIP's preliminary screening process to determine if the Generation Project can be integrated into the system at that location based on the proposed size. If the Generation Project passes the preliminary screening at its proposed size or at a level above its minimum proposed size the project will be advanced for further evaluation at the highest level of capacity that satisfies the preliminary screening process. If the Generation Project fails the preliminary screening process it will be excluded from further evaluation and the excluded Solar Feed-in Tariff bid(s) will be added to the waiting list (see Section VIII.O.9.q).

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

Step 3 Complete and responsive bids will be evaluated sequentially in order from highest priority to lowest priority as determined in Steps 1 and 2.

Step 4 Starting from the highest priority, the first bid will be accepted into the Solar Communities FIT for further consideration if it satisfies all three of the following conditions:

- a) The bid capacity does not exceed 5 MW or the remaining available capacity for the substation as determined in Step 2; and
- b) The bid capacity does not exceed the remaining available capacity for the circuit as determined in Step 2; and
- c) The bid price is less than or equal to \$0.1649 per kWh.

If the bid fail to satisfy one or more of the conditions above, the bid will not be accepted and will be removed from the evaluation process and added to the waiting list (see Section VIII.O.9.q below).

Step 5 Moving to the next highest priority bid, the amount of accepted capacity will be set to the accepted capacity of the first bid. The maximum bid price will be determined by evaluating the Sloped Bid Price Cap, as found in the Statement of Solar Communities Feed-in Tariff, at the point that reflects the acceptance of the first bid. The next highest priority bid will be accepted into the Solar Communities FIT for further consideration if it satisfies all of the following conditions:

- a) The bid capacity, combined with the aggregate capacity of all higher priority accepted bids proposing to interconnect to the same substation, does not exceed 10 MW or the remaining available capacity for the substation as determined in Step 2; and
- b) The bid capacity, combined with the aggregate capacity of all higher priority accepted bids proposing to interconnect to the same distribution circuit, does not exceed the remaining available capacity for the circuit as determined in Step 2; and
- c) The bid price is less than or equal to the newly determined price cap based on prior accepted capacity; and
- d) The total accepted bid capacity, including the particular bid being evaluated does not exceed the enrollment target (see Section VIII.O.9.o above) plus up to 2 MW more as required to accept the proposed capacity of the latest accepted bidder.

If the bid fails to satisfy one or more of the conditions above, the bid will not be accepted and will be removed from the evaluation process and added to the waiting list (see Section VIII.O.9.q below).

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

Step 6 The same sequence of lowering the price cap to reflect the latest accepted bid and then moving to the next project on the priority list will continue until one of the following criteria have been met:

- a) Accepted capacity meets or exceeds the enrollment target (see Section VIII.O.9.o above);
- b) The bid price of the next highest priority project exceeds the price cap as determined based on total capacity from all of the previously accepted bids; or
- c) No complete and responsive bids remain to be evaluated.

Step 7 A Power Purchase Agreement at the rate proposed in each bid will be offered to all successful bidders for a term of twenty (20) years. The terms of the Power Purchase Agreement are non-negotiable.

- (6) Upon completion of Step 7 above, the Authority will notify solar generation project owners of their acceptance or non-acceptance into the Solar Communities FIT. Solar generation project owners with responsive bids that were not accepted will be placed on a waiting list unless the bidder requests otherwise in a written request to the Authority.
- (7) Once notified of acceptance, solar generation projects then must apply within 10 business days for interconnection with the Authority's system under the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. Accepted Generation Projects will be expected to complete the interconnection process in accordance with the timelines in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. The solar generation project owner shall be responsible for any and all interconnection and system upgrade costs.
- (8) The Authority will apply the procedures in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable, to determine how long an applicant may take to complete the interconnection process before forfeiting its acceptance in the Solar Communities FIT.
- (9) Requirements for the execution of the Power Purchase Agreement include:
 - (i) Completion of the Smart Grid SGIP and NYISO Small Generator Interconnection Procedure, as applicable
 - (ii) Completion of the Interconnection Agreement
 - (iii) Demonstration of site control
 - (iv) Submission of a Certificate of Insurance

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff for Solar Photovoltaic Renewable Resources
(continued):****q) Waiting List for the Enrollment Period from 10/1/2020 to 6/30/2022**

The Authority will continue to accept applications from eligible solar generation projects until June 30, 2022. For the duration of this enrollment period, all responsive bids that have not been accepted into the Solar Communities FIT nor withdrawn by the Generation Project owner will be on the waiting list.

- (1) In order to provide guidance to prospective applicants with regards to potential points of interconnection within the Authority's electric distribution system, remaining available capacity on specific distribution circuits and substations will be displayed on the website of the Manager, and updated from time to time as circumstances warrant.
- (2) At any time after the initial award of Power Purchase Agreements and before June 30, 2022, the Authority may offer a Power Purchase Agreement for a complete 20 year term to projects on the waiting list that allow the Authority to achieve but not exceed the Authority's enrollment target.
- (3) These subsequent enrollment periods will consist of quarterly evaluation periods ending March 31, June 30, September 30 and December 31, beginning after the initial award of Power Purchase Agreements on or before January 1, 2021 and continuing until June 30, 2022. The Authority will evaluate bids on the wait list after the conclusion of each quarterly evaluation period according to the same Steps 1, 2, 3, 5, 6 and 7 specified in Section VIII.O.9.p.5 The price cap for the highest priority bid in each evaluation period will be determined according to the definition in the Statement of Solar Communities Feed-in Tariff, evaluated for total capacity of accepted Generation Projects that have not withdrawn or forfeited acceptance in the Solar Communities FIT.
- (4) Upon completion of any quarterly evaluation period, the Authority will notify successful Generation Project owners, if any, of their acceptance into the Solar Communities FIT. Solar generation project owners with wait list bids that were not accepted will remain on the wait list unless the bidder requests otherwise in a written request to the Authority.
- (5) Applicants in the waiting list will be evaluated for remaining available capacity on the designated circuit and substation. Applicants that exceed the remaining available capacity on a given circuit or substation will be removed from consideration, but may remain in the waiting list. In the event that multiple applicants propose to interconnect to the same circuit or substation leading to an exceedance of available capacity, the applicants will be evaluated in priority order to determine which applicants are removed from consideration.

An applicant subject to the SGIP, that fails the SGIP preliminary screen may request that the Authority complete, at the applicant's expense, the appropriate interconnection study required by the Smart Grid SGIP. If the Smart Grid SGIP interconnection review process concludes that the project can be interconnected to the system it will be advanced for further evaluation on the Solar Communities FIT waiting list. Projects applying for interconnection above 13KV should follow the NYISO SGIP process.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- (6) Once notified of acceptance from the Solar Communities FIT wait list, solar generation projects then must apply within 10 business days for interconnection with the Authority's system under the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. Accepted solar generation projects will be expected to complete the interconnection process in accordance with the timelines in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. The Generation Project owner shall be responsible for any and all interconnection and system upgrade costs.
- c) Without waiving or limiting any other rights of the Authority, the Authority reserves the right to withdraw its acceptance of a Generation Project into the Solar Communities FIT in the event that: 1) a solar generation project with an expected rated capacity of 200 kW to 1 MW fails to demonstrate site control within six (6) months following the date on which a Power Purchase Agreement is offered to such solar generation project in accordance with Step 7 in Section VIII.O.9.p.5; 2) a solar generation project with an expected rated capacity greater than 1 MW fails to demonstrate site control within twelve (12) months following the date on which a Power Purchase Agreement is offered to such solar generation project in accordance with Step 7 in Section VIII.O.9.p.5; or 3) a solar generation project fails to comply with the Tariff, the Smart Grid SGIP, NYISO's Small Generator Interconnection Procedures, as applicable, or the Interconnection Agreement.
- d) Solar generation projects in active consideration during the evaluation process will be considered to have priority over any projects submitted to the SGIP process after September 30, 2020 until such time as solar generation projects are notified of acceptance and are afforded the 10 days to submit their applications into the Smart Grid SGIP process.
- e) The application fee is the higher of (a) \$1,000; or (b) \$1 per kilowatt capacity (AC rating) of the proposed project, to be submitted at the time of application by certified check made payable to PSEG Long Island. The fee is non-refundable.
- f) The application fee will be waived for previously rejected Solar Communities FIT applications that are resubmitted with no modifications other than price.
- g) The Authority reserves the right, in its sole discretion, to reject and/or cancel any and all applications and/or bids, including those that have been accepted into the Solar Communities FIT following Step 7 in Section VIII.O.9.p.5, at any time prior to the execution of both the Power Purchase Agreement and Interconnection Agreement by all parties for any reason.

VIII. SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):
(Rate Code: 289)****910. Rates and Charges****a) Charges to be paid by the Customer to the Authority****(1) Service Charge per Installation per Month**

- (a) A Customer who is interconnected at the distribution voltage level and taking service under this and another Service Classification, shall pay a monthly charge for the additional metering devices required for this Service Classification. This charge is in addition to the Contract-Demand Charges in (2) (c) below. However, Special Provision 10.(c) below may apply.

	<u>Regular Meter</u>	<u>Off-Peak Meter</u>
Secondary Voltage (7 KW and less)	\$7.50	\$12.75
Secondary Voltage (above 7 KW)	\$12.25	\$15.00
Primary Voltage:	\$65.00	\$87.50

- (b) A Customer interconnected at the distribution voltage level and taking service only under this Service Classification, shall pay a monthly charge for local facilities (meter, service, line extension plant). This charge is in addition to the Contract-Demand Charges in (2) (c) below.

	<u>Regular Meter</u>	<u>Off-Peak Meter</u>
Secondary Voltage (7 KW and less)	\$21.00	\$35.00
Secondary Voltage (above 7 KW)	\$52.50	\$60.00
Primary Voltage:	\$105.00	\$120.00

- (c) A Customer who is interconnected at the subtransmission or transmission voltage level shall pay the full cost of metering devices and any other Local Facilities as part of the Interconnection Charge in (4) below and will not pay a monthly Service Charge.

Long Island Power Authority

Statement of Solar Communities Feed-In Tariff (SCF)

Applicable to qualified Solar Communities Feed-in Tariff Projects under Service Classification No. 11.

Total Accepted MW of targeted 20 MW..... 0 MW

Slope Bid Price Cap:

When accepting between 0 and 15 MW, the price cap declines linearly from \$0.1649/kWh to \$0.1450/kWh. When accepting between 15 and 20 MW, the price cap declines linearly from \$0.1450/kWh to \$0.1300/kWh. Specifically, the price cap (PMax) in \$/kWh for any given quantity of accepted capacity in MW (Q) is given by the set of formulas below depending on the applicable range:

For $0 \text{ MW} < Q \leq 15 \text{ MW}$: $P_{\text{Max}} = 0.1649 - 0.0013267 * Q$

For $15 \text{ MW} < Q \leq 20 \text{ MW}$: $P_{\text{Max}} = 0.1900 - 0.0030000 * Q$

All MW quantities are AC rating.

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

The Long Island Power Authority ("LIPA") staff proposes to modify the Tariff for Electric Service (the "Tariff") effective June 1, 2020, in accordance with the New York State Public Service Commission Proceeding 14-M-0224; Proceeding on Motion of the Commission to Enable Community Choice Aggregation Program.

Background:

In December of 2014, the Commission opened a proceeding to consider the authorization of a Community Choice Aggregation (CCA) in New York. In a CCA program, one or more municipalities aggregate the load of their residents and small businesses on an opt-out basis and procure energy on their behalf.

In February of 2015, the Commission approved a petition by Sustainable Westchester, Inc. to implement a pilot CCA program in Westchester County (the "SW Pilot"). The SW Pilot launched in April 2016. On April 21, 2016¹, the Commission authorized the establishment of generic municipal CCA programs statewide and set forth the framework for those programs. The CCA Framework Order instructed interested municipalities, on their own or through their selected CCA Administrator, to file Implementation Plans and related documents for Commission approval to initiate a CCA program. The CCA Framework Order also instructed the utilities to provide municipalities with customer-specific data within specific timeframes described in the Order. Additionally, the Order allowed for the utilities to charge fees for the provision of the data and required them to submit tariff amendments for review. The utilities were to implement tariff changes to describe the rules for which a CCA may receive data from the utility. The tariff amendments went into effect on December 1, 2017.

In August 2019, the Department of Public Service published the "Community Choice Aggregation Guidance Document," providing guidance for all parties' rules and roles in the administration of a CCA. Several municipalities within the LIPA territory have expressed interest in exploring the creation of a CCA.

Proposal:

Staff is proposing to adopt the CCA Framework into the LIPA Tariff so that Community Choice Aggregation is available in the LIPA Territory.

Per the Orders of this proceeding, and the Guidance Document, the Service Provider, PSEG Long Island, has several responsibilities, which include the following:

¹ Case 14-M-0224, Community Choice Aggregation, *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program* (issued April 21, 2016) (CCA Framework Order).

Customer Eligibility:

1. The CCA Administrator must consult with the Service Provider on whether customers taking service that are subject to riders or other special rate treatments should be included on an opt-out basis. No customer should be included on an opt-out basis if that inclusion will interfere with a choice the customer has already made to take service pursuant to a special rate.
2. The CCA Administrator may request a monthly list from the Service Provider of new eligible customers in the municipality. There may be a cost associated with this list.

Low Income Participation:

1. For a CCA that indicates it intends to serve participants in LIPA's low and moderate income customer discounts, the Service Provider will include, in creating the initial aggregated data set, data related to customers with utility-initiated blocks on their accounts and should also specifically break out the number of customers that fall into this category and the consumption of those customers. Subsequently, as part of the customer contact information, the Service Provider will provide a separate list containing contact information for customers with utility-initiated blocks on their accounts so that the CCA can ensure that those customers are enrolled in a guaranteed savings product.

Customer Outreach and CCA Development Process:

1. The Service Provider, in consultation with Department of Public Service Staff, will develop and file a standard Data Security Agreement.
2. CCA Administrators must file Data Protection Plans consistent with the standard Data Security Agreement.
3. The Service Provider will not provide data for any service class that contains so few customers, or in which one customer makes up such a large portion of the load, that the aggregated information could provide significant information about an individual customer's usage. At this time, the Service Provider will follow current policies in addressing the anonymity issue for ensuring that aggregated data is sufficiently anonymous.

Data Fee:

1. Consistent with the Commission, LIPA staff recommends a uniform fee of \$0.80 per account for account data provided to CCAs. The fee will be allocated 20% for aggregated data and 80% for customer lists.

Upon approval by the Board of Trustees, the staffs of LIPA and PSEG Long Island intend to generally follow the guidance of the Public Service Commission when implementing CCAs in the LIPA Territory. Differences may incur based on LIPA's distinctive Long Island Choice program.

Financial Impacts:

There are no expected revenue impacts for LIPA, since the reductions in revenue from the variable component of the Power Supply Charge will be directly offset by the reduction of variable

expenses of procuring power supply. Delivery revenues and revenues received based on fixed Power Supply expenses are collected from all customers that participate in the CCA.

Affected Tariff Leaves: Revised Leaves: 6A, 298 - 315 Original Leaves: 297A, 297B. Tariff leaves 298 through 315 are included for information purposes, without amendment and renumbered as Sections IX.B and IX.C.

Summary of Proposed Change:

The LIPA Staff is proposing to update the Tariff to enact Community Choice Aggregation in the LIPA service territory.

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XI. LONG ISLAND CHOICE PROGRAM**B. Community Choice Aggregation ("CCA") Program:**

1. A CCA Program allows municipalities (villages, towns, cities and counties) to aggregate the usage of eligible Mass Market customers within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.
 - a) Before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO):-
 - (1) Must sign a Data Security Agreement acceptable to the Manager, and
 - (2) Must have an approved implementation and data protection plan and certification of local authorization approved by the Long Island Office of the Department of Public Service.
 - b) Upon fulfilling the requirements in XIV.A.1, the Manager will provide the following information to the municipality or their designee in accordance with the terms and fee(s) stated herein.
 - (1) Aggregated customer data, including the number of customers by service class, the electric kWh by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request.
 - (a) The Manager will notify the requesting party if data for any service class has so few customers, or in which one customer makes up a large portion of the load, such that the aggregated information does not pass the relevant aggregation privacy standard, as referred to in the December 14, 2017 Order.
 - (b) The Manager will work with the requestor to revise the request in order to address the identified reason(s) such as expanding the geographic area included in the request or combining customer classes or other means.
 - (c) The charge for the above aggregated data in (1) is included in the Statement of CCA Customer Data Charges.
 - (2) After each municipality has entered into a CCA contract with an ESCO, the Manager shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the Department of Public Service. The data should include:
 - (a) Customer of record's name
 - (b) Mailing Address
 - (c) Primary Language (if available from the Company's billing system)
 - (d) Any additional mail address that is not the same as the service address.
 - (3) After the opt-out process has been completed, the Manager shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.
 - (4) The charge for the above data described in (2) and (3) is included in the Statement of CCA Customer Data Charges.

XI. LONG ISLAND CHOICE PROGRAM (continued):**B. Community Choice Aggregation ("CCA") Program (continued):**

(5) Upon request by the municipality or CCA Administrator, the Manager will transfer updated customer data as specified in b)(2) for CCA eligible customers that became customers of the Manager since the last eligible customer list was provided and were not on a previous eligible for opt-out list. The data will be provided to the requestor within five days of the request. After the opt-out process is complete for those customers, the Manager will provide account numbers for customers that did not opt-out as described in (b) (3). The updated eligible customer lists will be provided without charge.

2. Rules and Governance

- a) All CCAs will be created and governed in accordance with the Laws of New York State and the guidance of the Department of Public Service.
- b) LIPA, municipalities participating in the CCA, and CCA administrators will follow the Community Choice Aggregation Guidance Document provided by the Department of Public Service dated August 2019, and as further amended from time to time.
- c) ESCOs participating in the Community Aggregation Program must follow all applicable rules for ESCOs provided in the Long Island Choice section of this tariff, except such items specified in the Community Choice Aggregation Guidance Document, such as:
 - (1) Customer enrollment rules
 - (2) Provisions of customer data to the CCA/ESCO
- d) All disputes will be referred to the Department of Public Service for resolution with the Service Provider as specified under Section VI of this Tariff.

The Statement of CCA Customer Data Charges may be updated by the Authority's Staff from time to time, in consultation with the Long Island Office of the Department of Public Service.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services
(Rate Codes: 390)****1. Who is Eligible**

ESCOs or DRCs who receive and maintain a License.

2. Character of Service

Under the terms of this Service Classification, the Authority will provide information and other services to licensed ESCOs and DRCs. The types of information and services to be provided in accordance with this Tariff and the Operating Procedures include:

- a) Load and billing information for Customers served by each ESCO.
- b) Routine and special meter reading services.
- c) Special metering facilities as requested by the Customer or ESCO.

IX. Long Island Choice Program (continued):**B. C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)****3. Rates, Charges and Credits per Month****a) Bill Credit Adjustment**

Participating ESCOs and DRCs will receive a Bill Credit Adjustment.

- (1) The Bill Credit Adjustment will reconcile the annual LBMP, ancillary services, ICAP, and NTAC costs included in the Long Island Choice customer's bill credit, with the actual monthly LBMP, ancillary services, ICAP, and NTAC determined in the NYISO market.
 - (2) The Bill Credit Adjustment will be retained on file on a Statement of Bill Credit Adjustment for the Long Island Choice Program.
 - (3) The Bill Credit Adjustment will be determined as follows:
 - (a) The weighted average day-ahead zonal LBMP for each month will be calculated as the hourly day-ahead zonal LBMP prices, weighted by system hourly loads, minus
 - (b) The LBMP credit of \$38.60 per MWh, plus
 - (c) The Authority's avoided cost of ancillary services, minus
 - (d) The ancillary services bill credit of \$2.10 per MWh, plus
 - (e) The Authority's avoided cost of ICAP minus
 - (f) The ICAP bill credit of \$1.10 per MWh, plus
 - (g) The Authority's avoided cost of NTAC, minus
 - (h) The NTAC bill credit of \$0.50 per MWh
 - (i) The result of (a) through (h) is multiplied by the "BCA Loss Factor Multiplier" found in the "Statement of Energy and Peak Demand Losses" to obtain the Bill Credit Adjustment.
 - (4) The Bill Credit Adjustment will be applied monthly to the aggregate consumption of the ESCO's customers, or to each DRC's consumption, and debited or credited to the ESCO's or DRC's account.
- b) In addition to the Bill Credit Adjustments, Participating ESCOs and DRCs will receive reimbursement for direct NYISO charges for on-Long Island Capacity, ZECs and TOTs related to their participation in the Long Island Choice program.

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):**B. ~~C.~~ SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**c) Miscellaneous and Other Charges

ESCOs and DRCs will be billed monthly for miscellaneous services requested by the ESCO as agent for Participating Customers or DRC for its own purposes. Charges for these miscellaneous services that may be purchased by the ESCO and DRC are as follows:

- (1) Special Metering: ESCOs and DRCs may request the Authority to upgrade Participating Customers' meters from the standard meters used by the Authority to meters with capabilities for remote reading and for measuring load over shorter time intervals using AMI meters. ESCOs and DRCs who request the remote AMI meter reading data to be provided to them on a monthly basis will individually enter into a negotiated price agreement with the Authority. Customers can retrieve AMI data from the Manager's website at no charge

IX. Long Island Choice Program (continued):

~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):
(Rate Codes: 390)

[Canceled]

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**

- (2) Transitional Transmission Allocation Credit: ESCOs shall receive a monthly credit based on the Transitional Transmission Allocation as set forth in the Operating Procedures. Such credit shall not be negative. This allowance will be calculated as follows:
 - (a) The lesser of each ESCO's actual power imports in MW to the Authority's service territory area or the amount of Transitional Transmission Allowance in MW allocated to each ESCO during the month multiplied by
 - (b) The estimated amount of TCC revenues or charges in dollars per MW of TCC associated with the Con Edison/the Authority and the New England/the Authority interfaces for the month.
- (3) Bilateral Contracts: the Authority may offer bilateral contracts to ESCOs and DRCs from time to time as set forth in the Operating Procedures.

IX. Long Island Choice Program (continued):**B. ~~C.~~ SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Rates, Charges and Credits per Month (continued):**

- (4) Special Meter Reading: ESCOs and DRCs may request a special meter read before the regularly scheduled read, providing the request is made seventy-two (72) hours before the date the read is needed. The ESCO or DRC shall pay the following charges:

<u>Description</u>	<u>Charge</u>
(a) Site visits during the hours of 8:30 a.m. to 4:00 p.m., weekdays excluding holidays	\$32.05
(b) Site visits during the hours of 4:00 p.m. through 7:00 p.m. on weekdays or 8:30 a.m through 4:00 p.m. on Saturday, when requested by the ESCO	\$37.75

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)**Rates, Charges and Credits per Month (continued):**

- (5) Meter Reading Historical Information: After obtaining appropriate authorization from the Customer, and subject to the availability of such data from the Authority, ESCOs or DRCs may request up to twenty-four (24) months of monthly or bi-monthly historical meter reading information without charge. Information for historical periods beyond the twenty-four (24) months, and for fifteen (15) minute interval data covering any historical period, will be provided, if available, at a charge of ten dollars (\$10.00) for each meter reading period's data request. (See Leaf No. 107B, C.10.a)

Meter Reading Historical Information available to ESCOs and DRCs will be made available directly to Customers upon their request on the same terms.

a) Adjustment to Rates and Charges

- (1) Each ESCO's or DRC's bill from the Authority will be adjusted by: (1) the result of the Power Supply Charge, minus \$0.0392 per kWh, multiplied by the Customer's metered consumption, and (2) the Increase in Rates and Charges to Recover PILOT payments.
- (2) Miscellaneous Charges on each ESCO's or DRC's bill from the Authority will also be adjusted for the NYS Assessment, except that the NYS Assessment does not apply to the Power Supply Charge or the Bill Credit Adjustment billed to ESCOs or DRCs.
- (3) The Distributed Energy Resources Cost Recovery Rate, and the Shoreham Property Tax Settlement Rider do not apply to the rates, charges or credits in this Service Classification.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):**
(Rate Codes: 390)**4. Terms of Payment**

The ESCO or DRC shall pay the balance for service due via electronic transfers, within twenty (20) days of the electronic transmittal of the bill. Late payments shall be subject to Late Payment Charges. The Authority will remit any net credits due to ESCOs or DRCs in accordance with the Operating Procedures.

5. Special Provisions**a) ESCO and DRC Supply Requirements**

ESCOs and DRCs shall meet installed capacity reserve requirements established by the NYISO.

- (1) From time to time, the Authority will prepare and retain on file a "Statement of Energy and Peak Demand Losses" and a "Statement of Installed Capacity and Local ICAP for the Long Island Choice Program".
- (2) The Energy Losses portion of the Statement will be calculated using average system losses weighted by the weather normalized seasonal energy requirement of the system.
- (3) The peak demand losses will be calculated using the average system losses at the time of summer peak.
- (4) The loss factor multiplier applicable to the Bill Credit Adjustment (BCA) will reflect the weighted average of energy and demand loss (at all voltage levels) based on the respective energy and demand components of the BCA.
- (5) The Installed Capacity and Local ICAP requirements will be set equal to the levels established by the NYISO for ICAP and Local ICAP, respectively, and as changed by the NYISO from time to time.

IX. Long Island Choice Program (continued):**~~B.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Special Provisions (continued):****b) Load Balancing**

The requirements for load balancing at the wholesale and retail level, and the procedures for settling imbalances, are set forth in the Operating Procedures.

c) Financial Security

Each ESCO and DRC shall provide financial security in a form acceptable to the Authority.

- (1) The required financial security, if any, will be determined in accordance with the Operating Procedures.
- (2) Security arrangements will be reviewed quarterly by the Authority for adequacy and possible adjustment. The ESCO and DRC will be notified in writing of any required adjustments to its financial security and is required to post the additional security within ten (10) days.
- (3) Security requirements may be satisfied with:
 - (a) A letter of credit from a bank rated A or better by a major credit agency, or
 - (b) Surety bonds or cash payments, or
 - (c) Other forms acceptable to the Authority.
- (4) The Authority will pay interest on financial security payments in cash at the Customer Deposit rate specified in the Statement of Interest on Customer Deposits. No interest will be paid on deposits satisfied with letters of credit, surety bonds or other non-cash forms.

IX. Long Island Choice Program (continued):**~~G.~~ C. SERVICE CLASSIFICATION NO. 14 ESCO and DRC Services (continued):****(Rate Codes: 390)****Special Provisions (continued):****d) Customer Enrollment**

Enrollment of an Eligible Customer with an ESCO is permitted only with the consent of the Eligible Customer.

- (1) The ESCO shall enter into an Agreement with the Eligible Customer setting forth the Customer's agreement to purchase Electric Generation Service and any related services from that ESCO. The Agreement shall specify the terms and conditions of service.
- (2) The ESCO shall retain all Agreements, including taped third-party verification of Verbal Agreements, and Electronic Agreements with Eligible Customers, for a period of at least two (2) years following termination of the Agreement.
- (3) The ESCO requesting to change an Eligible Customer's electric power supplier without appropriate authorization from the Customer shall pay all costs and fees incurred by the Eligible Customer, the Authority and/or the Authority arising from or related to the unauthorized change.
- (4) Any ESCO responsible for requesting a change of an Eligible Customer's electric power supplier without such Customer's authorization may have its License suspended or revoked by the President and Chief Executive Officer's designee of the Authority.

e) Other Provisions

Provisions on dispute resolution, record keeping, billing and payment, treatment of energy imbalances, and other situations are set forth in the Operating Procedures.

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS****1. Bill Credits for Participating Customers**

Customers who participate in the Long Island Choice Program will have their bills adjusted by the following amounts which reflect the Authority's energy and capacity savings, embedded ancillary services plus the removal of the Authority's embedded charges for open access transmission service which are priced separately as the transmission charge below.

Residential and Small Commercial Non-MRP**Rate Codes without Demand Meters****(180, 280, 580)****Energy Adjustment per kWh per month**

	<u>June to September</u> <u>Inclusive</u>	<u>October to May</u> <u>Inclusive</u>
Gen/Trans Service Credit	\$0.0556	\$0.0474
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	\$0.0512	\$0.0430

**General Service Non-MRP Rate Codes
with Demand Meters (281, 283, 291)****Energy Adjustment per kWh per month****Secondary Voltage**

Gen/Trans Service Credit	\$0.0524	\$0.0459
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	\$0.0480	\$0.0415

Primary Voltage

Gen/Trans Service Credit	\$0.0510	\$0.0446
less Transmission Charge	<u>\$0.0043</u>	<u>\$0.0043</u>
Net Bill Credit	\$0.0467	\$0.0403

**Residential and Small Commercial
MRP Rate Codes (181, 182, 184, 188, 288)****Energy Adjustment per kWh per month****Daylight Savings Time, 8 p.m. to 10 a.m., and, Saturday and Sunday**

	<u>Period 1</u>	<u>Period 2</u>
Gen/Trans Service Credit	\$0.0474	\$0.0430
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	\$0.0430	\$0.0386

Daylight Savings Time, 10 a.m. to 8 p.m., Weekdays

	<u>Period 3</u>	<u>Period 4</u>
Gen/Trans Service Credit	\$0.0673	\$0.0526
less Transmission Charge	<u>\$0.0044</u>	<u>\$0.0044</u>
Net Bill Credit	\$0.0629	\$0.0482

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Bill Credits for Participating Customers (continued)**

	<u>Rate Periods*</u>		
	1	2	3
<u>Commercial MRP Rate Code (285)</u>	<u>Off-Peak</u>	<u>On-Peak</u>	<u>Intermediate</u>
Energy Adjustment per KWh	all year	June - Sept.	all
per month	midnight	except Sundays	other
	to 7 a.m.	10 a.m. to 10 p.m.	hours
Secondary Voltage			
Gen/Trans Service Credit	\$.0348	\$.0589	\$.0485
less Transmission Charge	<u>\$.0044</u>	<u>\$.0044</u>	<u>\$.0044</u>
Net Bill Credit	\$.0304	\$.0545	\$.0441
Primary Voltage			
Gen/Trans Service Credit	\$.0338	\$.0572	\$.0472
less Transmission Charge	<u>\$.0043</u>	<u>\$.0043</u>	<u>\$.0043</u>
Net Bill Credit	\$.0295	\$.0529	\$.0429
Transmission Voltage			
Gen/Trans Service Credit	\$.0333	\$.0577	\$.0464
less Transmission Charge	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Net Bill Credit	\$.0291	\$.0535	\$.0422

* See Paragraph IV. A. 10, "Daylight Savings Time", on Leaf No. 99.

Outdoor Area Lighting and Street Lighting All Year
(Rate Code 780, 781, 782, 1580)

Energy Adjustment per kWh per month	
Gen/Trans Service Credit	\$.0397
less Transmission Charge	<u>\$.0044</u>
Net Bill Credit	\$.0353

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Bill Credits for Participating Customers (continued)**

	<u>Rate Periods*</u>		
	1	2	3
<u>Commercial MRP Rate Code</u> (282, 284)	<u>Off-Peak</u>	<u>On-Peak</u>	<u>Intermediate</u>
Energy Adjustment per kWh	year	June - Sept.	all
per month	11 p.m. to 7 a.m.	weekdays 12 noon to 8 p.m.	other hours
Secondary Voltage			
Gen/Trans Service Credit	\$.0361	\$.0632	\$.0493
less Transmission Charge	<u>\$.0044</u>	<u>\$.0044</u>	<u>\$.0044</u>
Net Bill Credit	\$.0317	\$.0588	\$.0449
Primary Voltage			
Gen/Trans Service Credit	\$.0351	\$.0614	\$.0479
less Transmission Charge	<u>\$.0043</u>	<u>\$.0043</u>	<u>\$.0043</u>
Net Bill Credit	\$.0308	\$.0571	\$.0436
Transmission Voltage			
Gen/Trans Service Credit	\$.0345	\$.0603	\$.0471
less Transmission Charge	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Net Bill Credit	\$.0303	\$.0561	\$.0429

* See Paragraph IV.A.10, "Daylight Savings Time", on Leaf No. 99.

<u>Traffic Signal Lighting</u>	<u>All Year</u>
(Rate Code 980)	
Energy Adjustment per kWh per month	
Gen/Trans Service Credit	\$.0449
less Transmission Charge	<u>\$.0044</u>
Net Bill Credit	\$.0405

IX. Long Island Choice Program (continued):**G. D. ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):**

2. The Increases in Rates and Charges to Recover PILOT Payments will be applied to all of the charges on the Participating Customer's bill.
3. \$0.0392 per kWh of the Power Supply Charge will apply to the Participating Customers.
4. The Shoreham Property Tax Settlement Rider do not apply to the charges and credits contained in C.1 and C.2 above. The Shoreham Property Tax Settlement Rider will be calculated as if the Participating Customer was receiving Bundled Service from the Authority.
5. For Participating Customers, the discounts under LIPA's Business Development programs will be calculated pursuant to the provisions and energy rates applicable to Bundled Service, as if the Customer were taking Bundled Service.
6. Long Island Choice Customers are subject to the Delivery Service Adjustment and the Revenue Decoupling Mechanism according to their base rate Service Classification.
7. The NYS Assessment charge will be calculated as if the Participating Customer was receiving Bundled Service from the Authority. The New York State Assessment charge will be applied before the Increases in Rates and Charges to Recover PILOT payments to all of the actual or estimated charges on the Participating Customer's bill.
8. The Rates and Charges for Participating Customers will be increased by the Distributed Energy Resources Cost Recovery Rate to recover Distributed Energy Resource program costs, pursuant to their prevailing Rate Code for Bundled Service.
9. Each Customer's bill will be adjusted for the Securitization Offset Charge.
10. Each Customer's bill will be adjusted for the Securitization Charge.

11. Special Provisions**a) Choice of Suppliers**

Customers shall choose an ESCO to act as their agent from a list of ESCOs licensed by the Authority.

- 1) Customers shall select only one ESCO at a time unless the Customer has multiple eligible accounts, in which case the Customer may select a different ESCO for each account.
- 2) Customers may switch ESCOs or return to the Authority's Bundled Service on the first day of any month, after providing the Authority with not less than ten (10) calendar days' notice before that date. Customers shall pay the applicable administrative charge, as stated in A.5.b) above.
- 3) Customers who return to the Authority's Bundled Service shall pay the same rates that are applicable to Customers that never participated in the LI Choice Program. Any notification requirements or charges for terminating a contract between a Customer and an ESCO remain the responsibility of the Customer.

IX. Long Island Choice Program (continued):**~~G. D.~~ ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS****(continued):****Special Provisions (continued):****b) Customer Information**

Upon approval by the Customer, and in accordance with the Operating Procedures, the Authority will provide a requesting ESCO and DRC with:

- (1) Approximately twenty-four (24) months of hourly or bi-monthly Customer usage information including kWh usage and kW demands if available for the particular Customer Service Classification, and information as to whether each meter reading value was actual or estimated.
- (2) Additionally, if available, up to six (6) years of hourly, monthly or bi-monthly usage information electronically.
- (3) Additionally, up to six (6) years of 15 minute interval load information, depending on availability, electronically.
- (4) The customer information provided in 1. above will be provided at no charge. Customer information provided in items 2. and 3. above will be provided at a charge to the ESCO and DRC as provided in B.3.b.5 above.

c) Special Meter Reads and Meter Equipment

- (1) The Authority will perform special meter reads for ESCOs or Participating Customers and bill the requesting party. Requests for special meter readings shall be made not less than seventy-two (72) hours in advance of the requested read date, and are subject to the availability of the Authority personnel to perform the reading on the specified date. Charges for special meter reads are found in B.3.b.4 above.
- (2) Metering equipment provided by the Authority is that which the Customer would have been provided under the appropriate Bundled Service Classification. If requested, the Authority will provide additional equipment and bill the ESCO or DRC as provided in B.3.b.1 above.

IX. Long Island Choice Program (continued):**~~G. D.~~ ADJUSTMENTS TO RATES AND CHARGES FOR PARTICIPATING CUSTOMERS
(continued):****Special Provisions (continued):****d) Two Bill Option**

If an ESCO elects the Two Bill Option:

- (1) The Authority will render its bill in accordance with the provisions of this Tariff. The Authority's bill will not include charges for the Electric Generation Service provided by the ESCO, nor will it include charges or credits related to the Customer's account that are the responsibility of the ESCO or DRC under Service Classification No. 14.
- (2) The ESCO shall render a bill to the Customer for its charges after the Customer's meter is read, and in accordance with the terms of the Agreement between the Customer and the ESCO.
- (3) Where a Customer desires to make a single payment for electric service, the Customer may arrange to have its ESCO pay the Authority's charges. If the ESCO agrees to offer this service to the Customer:
 - (a) The Authority will provide the ESCO with the amount due from the Customer.
 - (b) The Authority will withdraw that amount from the ESCO's designated bank account.
 - (c) The ESCO will recover its costs from the Customer in accordance with the terms of their Agreement.
 - (d) The Customer will remain responsible for the Authority's charges, including any applicable Late Payment Charges, until the Authority receives in full its charges for service to the Customer's account.

Long Island Power Authority

Statement of Community Choice Aggregation (CCA) Fees

<u>Type of Data:</u>	<u>Fee Per Account Provided</u>
<u>Aggregated Customer Information</u>	<u>\$0.16</u>
<u>Customer Specific Information</u>	<u>\$0.64</u>

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

The Long Island Power Authority (the "Authority") is proposing an addition to Service Classification No. 13 – Negotiated Contracts to authorize a negotiated contract with sewer districts participating in the Suffolk County Coastal Resiliency Initiative to provide electric service to separately metered pumping equipment at thousands of individual customer locations as part of an effort to protect ground water sources and sustain the regional environment on Long Island that will benefit LIPA's customers and the surrounding waterways of the Great South Bay.

Background:

Under the current tariff provisions for Service Classification No. 13, negotiated contracts are not available to public entities such as the Suffolk County Department of Public Works that wish to expand their usage, regardless of the benefits that such expanded usage would create for LIPA's customers and the local environment. The only exceptions currently authorized for negotiating contracts with public entities cover traction service for the Long Island Rail Road and discounted energy provided by the New York Power Authority to Brookhaven National Laboratories which LIPA facilitates through a sale for resale agreement. Both of these exceptions provide substantial and widespread benefits to Long Island customers, and another opportunity has arisen which will provide widespread environmental benefits to Long Islanders through the attachment of thousands of homes on the south shore of Suffolk County to the public sewer system through the use of an electrically powered pumping system.

The Suffolk County Department of Public Works is eligible for grant money and has initiated a project to connect approximately 5,000 homes on the south shore of Long Island to the public sewer system as a replacement for the existing onsite septic systems that deposit untreated water and sewage directly into the ground and ultimately into Long Island's aquifers and open waters. Such onsite septic systems are responsible for extensive nitrogen and pathogen pollution of the Great South Bay and its watershed tributaries, and are subject to flooding and seepage which allowed for a direct mix of sanitary wastewater into groundwater and caused solids to wash out of the septic systems. Contaminants enter groundwater and surface waters, causing public health and water quality hazards. Coastal flooding causes a water quality crisis, but also erodes the coastal wetlands, which have been scientifically proven to reduce vulnerability from storm surge, to the point of failure.

As part of the continuing State efforts to address recovery and resiliency needs that were experienced during Superstorm Sandy, the public health and water quality projects collectively referred to as the Suffolk County Coastal Resiliency Initiative (SCCRI) aim to help the region recover from Sandy while preventing future septic system flooding, sewage backup and groundwater pollution. Additionally, the program will serve to protect valuable coastal wetlands that not only shield nearby communities, but are critically-important to their economic and environmental health.

Each of the homes that are upgraded with this equipment and connected to the public sewer systems will require a separate account in the name of the sewer district and will be billed to that district (not the homeowner) based on the existing Service Classification No. 2 (Rate Code 280). Each individual account will consume approximately 10 kWh per month, and at current rates, the daily service charge represents approximately \$12.60 per month per account, or approximately 85% of the estimated monthly bill. Since the grants available to the County cannot be used to support recurring expenses such as LIPA's charges for electric service and since the daily service charge associated with each account represents a sizable proportion of the overall charges that would apply for these accounts, the County on behalf of the sewer districts has requested a negotiated rate discount that waives the daily service charge and certain upfront connection charges, so that the service can be affordable to the County.

Without the discount requested by the County, this important and environmentally beneficial project cannot go forward and the beneficial impact on the local groundwater resources, the Great South Bay and its

tributaries would be lost for all our customers that rely on these necessary resources.

Proposal:

Staff proposes to offer a negotiated contract to the sewer districts participating in the Suffolk County Coastal Resiliency Initiative to provide electric service to establish individual accounts specific to this project and purpose. Service would be provided under Service Classification No. 13 – Negotiated Contracts using the rates, charges and terms and conditions for Service Classification No. 2 (rate code 280) with the following exceptions:

- Waive the daily service charge.
- Waive any requirements for a Security Bond.
- Waive the service initiation fee (\$220 per account).

The Power Supply Charge and other adjustments to rate and charges will apply. Consistent with the general terms of Service Classification No. 13, the proposed negotiated rate and associated discount will last for 7 years. A new service agreement may be negotiated at that time but is not guaranteed.

Also consistent with other provisions of the Tariff for Electric Service, Suffolk County Department of Public Works will be required to provide an up-front, non-refundable, contribution in aid of construction of \$150 for each account that is placed into service, to defray some of the upfront costs associated with connecting the pumping equipment to the electric system, this includes the installation of an AMI meter.

Financial Impacts:

Using a high-end estimate of approximately 5,000 accounts that may be established under this Negotiated Contract, the estimated loss of revenue associated with the proposed daily service charge discount is approximately \$1,074¹ per account over the proposed seven years, or \$5.4 million for 5,000 accounts. In addition, the proposed waiver of the service initiation charge would increase that discount by \$220 per account or \$1.1 million for 5,000 accounts. Offsetting those revenue losses, the up-front contribution in aid of construction of \$150 per account would return \$750,000 for 5,000 accounts. The net present value of lost revenue would be \$4.6 million² over the 7 year life of the discount, which consists of \$350,000 in forgone upfront payments and \$766,500 per year in forgone daily service charges for 7 years. This is a total of \$5.7 million before discounting for the time value of money.

Affected Tariff Leaf: 271.

Summary of Proposed Changes:

LIPA Staff proposes to modify the Tariff to authorize a negotiated contract with Sewer Districts participating in the Suffolk County Coastal Resiliency Initiative for the benefit of Long Island residents and businesses in order to reduce the impact of untreated sewage from cesspools and septic systems on the local groundwater supplies and to improve and sustain the regional environment on the Great South Bay and its tributaries.

¹ Cost based on per Day Rate of \$0.42 x 365(6) days x 7 years.

² NPV Calculation is based on a 6.16% discount rate

VIII. SERVICE CLASSIFICATIONS (continued):**Q. SERVICE CLASSIFICATION NO. 13****Negotiated Rate Service for Large Commercial Customers (continued):****(Rate Codes: 278)****Who is Eligible (continued):**

- c) Retention Customer An existing single-account or multiple-account Customer that is considering:
 - (1) Relocating at least 500 KW of its electric load outside the Authority's Service Area, or
 - (2) Generating or purchasing some or all of its energy (including electricity, steam, or chilled water) from sources other than the Authority or the New York Power Authority.
- d) The Metropolitan Transportation Authority for Traction Power Service to the Long Island Rail Road.
- e) The Brookhaven National Laboratories pursuant to a Sale for Resale agreement between the Authority and the New York Power Authority.

f) Sewer districts participating in the Suffolk County Coastal Resiliency Initiative.

2. Who Is Not Eligible

Retail enterprises [as defined in the New York State Tax Law, Section 210.12(k)(i) and (ii)] or local public entities, except as noted for specific purposes above, are not eligible for service under this Service Classification, unless they can show that they can or will generate their own power.

3. The Electric Service Agreement:

The Electric Service Agreement shall be negotiated and signed before service begins, and shall contain all the terms and conditions needed for the Authority to provide service, including Term of Service, Characteristics of Service, Rates and Charges, and restrictions and penalties that may apply.

4. Character of Service

- a) Continuous, 60 hertz, alternating current.
- b) Radial secondary service at approximately 120/208, 120/240, or 277/480 volts, three phase; network system 120/208 or 277/480, depending on the size and characteristics of the load and the circuit supplying the service.
- c) Radial primary service at approximately 2400/4160, 7620/13200 volts or higher, three phase, depending on the size and characteristics of the load and the circuit supplying the service.
- d) The Authority may consider loads with a minimum estimated demand of 10,000 KW for service at 69,000 volts or higher.

Proposal Concerning Modifications to LIPA's Tariff for Electric Service**Requested Action:**

The Long Island Power Authority (the "Authority") is proposing modifications to the Community Distributed Generation ("CDG"), Value of Distributed Energy Resources ("VDER"), and Net Energy Metering provisions of its Tariff for Electric Service (the "Tariff"): (1) to implement a resource capacity factor adjustment to the Community Credit component of VDER compensation, as recommended in the *Whitepaper Regarding High-Capacity-Factor Resources* ("Whitepaper")¹; (2) to exclude new non-renewable resources from eligibility for the VDER Environmental Value, as recommended in the Whitepaper; (3) to make new non-renewable resources ineligible for Net Energy Metering consistent with PSL 66-p; and (4) to clarify that a project will receive the Community Credit rate in effect at the time the project qualifies for 25 years from the project's in-service date.

The original version of this proposal was published on October 17, 2019. On December 12, 2019, the New York Public Service Commission issued an *Order Regarding Value Stack Compensation for High Capacity Factor Resources* (the "Capacity Factor Order"),² adopting in part the Whitepaper's recommendations, and an *Order Regarding Consolidated Billing for Community Distributed Generation* (the "Consolidated Billing Order").³ Authority staff updated this proposal on March 4, 2020, based on the December 12, 2019 orders.

Background:**The Value of Distributed Energy Resources**

On March 9, 2017, the Commission issued its *Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters* (the "VDER Phase One Order")⁴, which established the first phase of a plan to establish a new system for compensation of distributed energy resources based on the component values those resources provide to the electric grid (the "Value Stack"). The Value Stack consists of multiple compensation components: (1) an Energy Value, which compensates customers for the amount of energy that is injected onto the grid at the NYISO day-ahead hourly wholesale energy price for Long Island; (2) a Capacity Value, which compensates customers based on the Long Island-specific value of capacity for the amount of power a system injects during the highest system peaks; (3) an Environmental Value, which compensates customers who choose to sell the project's eligible RECs to the utility, and (4) a Demand Reduction Value, which compensates customers for injections that reduce the distribution grid's peak demand, based on the value to the Long Island grid. In addition, projects located in certain designated congestion relief areas are eligible for additional compensation, known as the Locational System Relief Value, based on the value of congestion relief in that specific part of the Long Island electric grid. On December 19, 2017, the Authority adopted Tariff changes implementing the VDER Phase One Order.

¹ Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources*, "Whitepaper Regarding High-Capacity-Factor Resources," August 13, 2019.

² Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order Regarding Value Stack Compensation for High Capacity Factor Resources*, Issued and effective December 12, 2019.

³ Case 19-M-0463, *In the Matter of Consolidated Billing for Distributed Energy Resources, Order Regarding Consolidated Billing for Community Distributed Generation*, Issued and effective December 12, 2019.

⁴ Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters*, Issued and effective March 9, 2017.

Subsequently, on April 18, 2019, the PSC issued an *Order Regarding Value Stack Compensation* (the “Value Stack Compensation Order”), which, among other things, added a Community Credit compensation component to the Value Stack for certain community distributed generation projects.⁵ The Authority adopted the changes ordered in the Value Stack Compensation Order, including the Community Credit, on July 24, 2019.

The Climate Leadership and Community Protection Act

On July 18, 2019, Governor Cuomo signed the Climate Leadership and Community Protection Act (the “CLCPA”). Among other provisions, the CLCPA added Section 66-p to the Public Service Law (“PSL”), which requires the Commission to establish a program to require that 70% or more of electricity consumed in New York come from renewable energy systems in 2030 and 100% of electricity consumed in New York be zero emissions by 2040. It defines “renewable energy systems” as “systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.”

Whitepaper Regarding High-Capacity-Factor Resources

In an effort to continuously refine and improve VDER, the Department of Public Service (“DPS”) Staff has worked with stakeholders to identify areas for improvement through the VDER proceeding. Informed by the filings, petitions and comments of stakeholders as well as information gathered in stakeholder working groups, the DPS Staff issues whitepapers containing its recommendations.

On May 10, 2019, the Joint Utilities (a stakeholder group representing the New York investor-owned utilities) filed a *Petition Seeking Clarification of the Treatment of High-Capacity-Factor Resources Eligible for Community Distributed Generation* (the “Petition”). The Petition expressed concern that the application of the Community Credit to offtakers of certain high-capacity-factor resources, particularly fuel cells, could result in excessive cost shifts inconsistent with Commission decisions and guidance. The Petition explained that this issue has become particularly relevant in light of a number of prospective fuel cell community distributed generation projects entering the interconnection queue in Con Edison’s territory. Similarly, though not the subject of the Joint Utilities’ Petition, a number of customers have applied to PSEG Long Island to become fuel cell community distributed generation hosts.

In response to the petition and the subsequently enacted CLCPA, on August 13, 2019, DPS Staff published the Whitepaper, in which DPS Staff provided its recommendations for treatment of high-capacity-factor resources used in community distributed generation projects and eligible for VDER compensation.

Community Credit Adjustment Factor

The Whitepaper addresses resources with average capacity factors above the average capacity of solar photovoltaics, including wind, small hydro, and fuel cells. The Whitepaper recommended that the Community Credit received by community distributed generation hosts should be adjusted downward based on the average capacity factor of the resource (with higher-capacity-factor resources receiving

⁵ Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Value Stack Compensation*, Issued and Effective April 18, 2019.

greater downward adjustments). The adjustments recommended by the Whitepaper are shown in the following table:

Technology	Average Capacity Factor	Adjustment Factor for Community Credit
Solar PV	14%	1.00
Wind	23%	0.61
Small Hydro	50%	0.28
Fuel Cells	87%	0.16

The Whitepaper's reasoning for recommending the adjustment was that the community credit is a transitional mechanism intended to support development of renewable and distributed generation resources and achievement of State clean energy goals while maintaining an annual net revenue impact of less than 2% in order to limit the potential cost shift to nonparticipating ratepayers. Because the net revenue impacts of the community credit were estimated assuming a solar capacity factor, and the community credit is paid on a volumetric basis (per kilowatt-hour), allowing high-capacity-factor resources to receive the full community credit without adjustment would result in a greater than intended annual net revenue impact. The Authority's tariff currently does not apply a capacity-factor-specific adjustment but does exclude fuel cells from receiving the community credit.

Order Regarding High Capacity-Factor Resources

In the December 12, 2019, Capacity Factor Order, the Commission adopted, in part, the recommendations of the Whitepaper. Specifically, the Commission approved the following changes to the tariffs of the jurisdictional utilities: (a) Fuel Cell CDG projects will receive a the Community Credit based on the average fuel cell capacity factor as compared to the average solar capacity factor, unless the resource qualified prior to August 13, 2019 (the date of the Whitepaper); (b) a resource receiving Value Stack Compensation will receive the Environmental Value only if it meets the definition of renewable energy system in PSL 66-p, unless the resource qualified before August 13, 2019; and (c) a fuel cell that qualified on or before August 13, 2019 should receive an Environmental Credit and Community Credit based on applicable values at the time of qualification.

The Commission did not adopt the Whitepaper's recommendations to apply capacity factor adjustments to wind and small hydro resources, reasoning that those resources (i) are nascent technologies not presenting a risk of significant cost shifts, (ii) have a wide range of capacity factors, and (iii) have significantly lower capacity factors on average than fuel cells. LIPA staff updated this proposal on March 4, 2020 to incorporate this aspect of the Capacity Factor Order.

Environmental Value Eligibility

In the Whitepaper, DPS Staff explained that under the CLCPA's definition of renewable energy systems (described above), fuel cells using fossil fuels will be unable to offset the utilities' CLCPA compliance costs. In addition, the Whitepaper notes that fuel cells using natural gas for generation often have greenhouse gas emissions similar to the average greenhouse gas emissions of New York's grid, which means that generation by fuel cells that replaces use of the grid may have minimal or no impact on net greenhouse gas emissions. Accordingly, the Whitepaper recommends that resources that qualify for VDER in the future receive no Environmental Value if they do not meet the definition of renewable energy systems in the CLCPA, as codified in PSL §66-p. The Commission adopted this recommendation in its Capacity Factor Order.

Applicability to Existing Projects

The Whitepaper proposed that the recommended changes to the Community Credit and the Environmental Value Eligibility apply to projects that qualified⁶ for VDER after August 13, 2019, the date of the Whitepaper. The Whitepaper's proposed grandfathering is intended to protect developers with projects in advanced stages of development who relied in good faith on existing policies. The Commission adopted this recommendation in its Capacity Factor Order.

Bill Discount Pledge Program Implementation Plan

The VDER Phase One Order directed the DPS Staff to “consider options to encourage low-income participation” in community distributed generation (“CDG”) under the VDER Phase One tariffs, “including tailored approaches for CDG projects that comprise a majority of low-income off-takers.”⁷ In accordance with that directive, a low-income working group convened over the course of several months to address barriers to low-income customer access to CDG and develop recommendations. Using information and suggestions from that collaboration, a Staff Report on Low-Income Community Distributed Generation Proposal (the “Staff Report”) was filed on December 15, 2017.

In its *Order Adopting Low-Income Community Distributed Generation Initiatives* (“Low-Income CDG Order”)⁸ issued on July 12, 2018, the Commission adopted the Staff Report's proposal to create a bill discount pledge program (“BDP Program”) and required the New York investor-owned electric utilities to file proposed implementation plans. On December 10, 2018, the Joint Utilities of New York jointly filed their *Bill Discount Pledge Program Implementation Plan* (“BDP Implementation Plan”).⁹ The BDP Program was intended to allow low-income customers to use their monthly low-income customer bill discounts toward the purchase of CDG subscriptions.

In its December 12, 2019 *Order Regarding Consolidated Billing for Community Distributed Generation*,¹⁰ the Commission determined that the BDP Program could be reasonably implemented through a net crediting model. The net crediting model requires the utility to allocate a specified fraction of the VDER Value Stack payment owed to the host facility directly to each participant's monthly utility bill, eliminating any need for the host facility to render bills to the participants and ensuring that the participants always receive net savings from their participation. LIPA staff updated this proposal on March 4, 2020 to reflect the change in Commission direction, and LIPA staff accordingly is no longer proposing a BDP Program. LIPA staff will monitor the above-cited matter and will propose plans to implement consolidated billing for CDG under a net crediting model similar to the jurisdictional utilities in time for the expected implementation date of January 1, 2021.

⁶ Per the Whitepaper, a project qualifies when it has a payment made for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required.

⁷ VDER Phase One Order, at 18.

⁸ VDER Proceeding, *Order Adopting Low-Income Community Distributed Generation Initiatives* (issued July 12, 2018).

⁹ VDER Proceeding, *Bill Discount Pledge Program Implementation Plan* (filed December 10, 2018).

¹⁰ Case 19-M-0463, *In the Matter of Consolidated Billing for Distributed Energy Resources, Order Regarding Consolidated Billing for Community Distributed Generation*, Issued and effective December 12, 2019.

Proposal:

Adoption of Whitepaper Recommendations

Upon public hearings to be held in Nassau and Suffolk counties on May 4, 2020, the Authority proposes to adopt the Whitepaper's recommendations together with any modifications made by the Commission, with the exception that the Authority's grandfathering date will be determined by the date of this proposal rather than the date of the Whitepaper. This proposal puts Long Island project developers on notice of the application of the rule changes described herein to the Authority's service territory.

Specifically, based on the Whitepaper recommendations, as adopted by the Capacity Factor Order, the Authority is proposing the following: (a) any resource that qualifies after October 17, 2019 should be eligible for the Environmental Value only if it meets the definition of "renewable energy systems" in PSL § 66-p;¹¹ (b) fuel cells that qualify after October 17, 2019, and which do not utilize a fossil fuel resource in the process of generating electricity, should receive a Community Credit, if otherwise eligible, adjusted based on the ratio of an average solar capacity factor to that resource's estimated average capacity factor pursuant to the Whitepaper's recommendations, as modified by the Commission,¹² and may be adjusted by other factors to support principles set forth in Commission orders;¹³ and (c) any resource that qualifies on or before October 17, 2019 should receive an Environmental Value and Community Credit, if otherwise eligible, based on the applicable values at time of qualification, with no adjustment.

The full record of the proceeding which includes text of the petition and the Whitepaper is available for review at the Department of Public Service web page: www.dps.ny.gov under case number 15-E-0751.

Orders issued by the Commission pursuant to the recommendations described above will be presented, together with a compendium of public comments received, for consideration and adoption by the LIPA Board of Trustees at its May 20, 2020, meeting.

Allowing Standalone Storage Facilities to be Community Distributed Generation Hosts

Per the Value Stack Eligibility Expansion Order¹⁴, the Authority proposes to update the tariff to remain consistent with the investor-owned utilities of New York State by expanding the eligibility of CDG Hosts to standalone storage. CDG projects with standalone storage will not be eligible to receive the Environmental Credit or the Community Credit of the Value Stack.

Other Tariff Modifications for CLCPA Compliance

The Authority proposes additional changes to its Tariff in light of the CLCPA's exclusion of non-renewable resources from the definition of renewable energy systems.

The Authority proposes that non-renewable resources for which a complete application is submitted after October 17, 2019 be made ineligible for net energy metering. Instead, all non-renewable resources may apply to receive compensation under VDER (without the Environmental Value) or any other

¹¹ Note that the Authority's Tariff already includes the requirement that projects must be REC-eligible and elect to transfer their RECs to the Authority in order to receive the Environmental Value.

¹² The Authority's Tariff currently excludes fuel cells from the Community Credit. Upon approval of this proposal by the LIPA Board, fuel cell CDG projects meeting the PSL's definition of a renewable energy system would be eligible to receive the Community Credit, adjusted by the capacity-factor adjustment mechanism described herein.

¹³ Additional adjustment factors based on REV and CLCPA principles, such as encouraging participation by low income customers in community distributed generation projects, may be applied to the Community Credit in consultation with the Department of Public Service.

¹⁴ VDER Proceeding, *Order on Value Stack Eligibility Expansion and Other Matters* (issued September 12, 2018).

compensation system for which the project is otherwise eligible at the time of application, such as buy-back service, a non-wires alternative solicitation, or other utility procurement. Net energy metering is an incentive intended to encourage deployment of renewable technologies that help meet the Authority's environmental compliance obligations. Non-renewable resources such as fossil-fuel-powered fuel cells no longer satisfy this requirement, pursuant to the CLCPA.

This proposed change would apply to new non-renewable community distributed generation projects. In the rest of New York State, all new community distributed generation projects are compensated exclusively through VDER so as to reflect the value such systems provide to the electric grid. According to the LIPA Tariff currently in effect, however, the mass market satellite participants in all new community distributed generation projects (including non-renewable fuel cells) applying before January 1, 2020 were eligible to be compensated under Phase One NEM, and only large commercial satellite participants were required to be compensated under VDER. However, under the CLCPA, non-renewable resources such as fossil-fuel-powered fuel cells no longer qualify as renewable energy systems. Accordingly, non-renewable community distributed generation projects that complete an application as per Step 3 of the Authority's Smart Grid Small Generator Interconnection Procedures after the date the original proposal was posted on LIPA's website, October 17, 2019, will be compensated under VDER.

Financial Impacts:

The proposal will not have a material financial impact on the Authority because the Authority's Revenue Decoupling Mechanism will true up any revenues gained or lost as a result of the proposal. New non-renewable DERs that are (a) compensated through VDER, (b) formerly REC-eligible, and (c) not qualified as renewable energy systems under the CLCPA, if any, will experience a negative financial impact resulting from the loss of eligibility for the Environmental Value (currently \$0.02741 per kilowatt-hour). New renewable fuel cell community distributed generation projects will experience a net positive financial impact of \$0.008 per kilowatt-hour, resulting from their newly proposed eligibility for the Community Credit (currently \$0.05/kWh), adjusted by the high-capacity-factor adjustment of 16%.

Affected Tariff Leaves: 16, 18, 34B, 34C, 34K, 34O, 34T, 34U, and 34V.

Additional Document Changes: VSC Statement

Summary of Proposed Changes:

LIPA Staff proposes to modify the Tariff to implement a resource capacity-factor adjustment to the VDER Community Credit; to implement a low income bill discount pledge program for community distributed generation; to make non-renewable resources ineligible for the VDER Environmental Credit; and to make new non-renewable resources ineligible for net energy metering, including with respect to the mass market satellite customers in community distributed generation projects, though such projects may continue to receive compensation under VDER.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Demand Customer: A Customer who is billed for Demand charges.

Demand Meter: The device that records the maximum amount of power used by the Customer over a 15-minute interval during a specific period, such as a month.

Department: The New York State Department of Public Service.

Deposit: A sum of money given as security for payment of service.

Distribution Facilities: Facilities used to distribute electric energy to consumers, including supply lines, distribution lines, service laterals, and accessory equipment.

Distribution Line(s): A system of poles, wires, ducts, conduits, and additional equipment used for the shared distribution of electricity to Customers.

E

Easement: (See *Right-of-way*)

Eligible Net Metering Technology/Technologies: The list of eligible technologies is: Solar Electric Generating Equipment, Wind Electric Generating Equipment, Micro-Hydroelectric Generating Equipment, Micro-Combined Heat and Power (CHP) Generating Equipment, Fuel Cell Electric Generating Equipment, Farm Waste Electric Generating Equipment, Stand Alone Storage Equipment, Regenerative Braking, Vehicle-to-Grid, or other generating equipment identified as a Tier 1 technology as defined in Appendix A of the CES Order of the New York Public Service Commission issued August 1, 2016 in Cases 15-E-0302 and 16-E-0270. Regenerative braking, vehicle to grid, and additional Tier 1 technologies identified in Appendix A of the CES Order but not specifically defined in this tariff, and any other technologies not defined by PSL §66-p as renewable energy systems are required to take compensation based on the Value Stack.

Energy: Energy is electric power, used or supplied over time, and measured in KWH.

Existing Overhead Areas: Areas in which electric distribution facilities are constructed overhead, and there are no requirements to construct facilities underground.

F

Farm Waste Electric Generating Equipment: Equipment that generates electric energy from biogas produced by anaerobic digestion of agricultural wastes, such as livestock manure, farming wastes and food processing wastes with a rated capacity of not more than five thousand (5,000) kilowatts that is manufactured, installed and operated by Customer-generator in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities, operated in compliance with the Authority's standards and requirements established therefor, fueled at a minimum of ninety (90) percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues, and food processing waste, and fueled by biogas generated by anaerobic digestion with at least fifty (50) percent by weight of its feed stock being livestock manure on an annual basis. As of October 17, 2019, all new projects with Farm Waste Electric Generating Equipment are not considered a renewable energy system as defined by PSL §66-p.

Fuel Cell Electric Generating Equipment: A solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell, with a combined rated capacity of not more than ten (10) kilowatts for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in compliance with the Authority's standards and requirements established therefor. This definition, including the capacity limits specified herein, does not apply to fuel cells participating in the Fuel Cell Feed-in Tariff. As of October 17, 2019, all new projects with Fuel Cell Generating Equipment- which utilize a fossil fuel resource in the process of generating electricity are not considered a renewable energy system as defined by PSL §66-p.

Fuel and Purchased Power Cost Adjustment Clause: See definition for Power Supply Charge.

Full-Requirements Customer: A Customer whose electric power requirements are all supplied by the Authority. (See *Customer – Full Requirements Customer*)

G

Generation Project: A specific project that is eligible to participate in the Commercial Solar or Fuel Cell Feed-In Tariff under Service Classification No. 11 – Buy-Back Service.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Load: (See *Demand*)

Load Factor: The ratio of a Customer(s) average demand to peak demand during a specified period.

Location: Property with stated boundaries which is owned or occupied by a single legal entity.

M

Manager: PSEG Long Island LLC, the entity engaged by the Authority to operate, maintain, manage and act as agent for the Authority's system pursuant to the terms and conditions of the Operations Services Agreement. Nothing herein shall be read to change or modify Manager's duties and obligations or create any liability on the part of Manager beyond that set forth in the Operations Services Agreement.

Mass Market Customer(s): Residential or Small Commercial Service Classification that are not billed for demand.

Mass Market Project(s): Projects using an Eligible Net Metering Technologies owned by a Mass Market Customer(s).

Micro-Combined Heat and Power Generating Equipment: Any Residential customer with an integrated cogenerating building heating and electrical power generation system, operating on any fuel and any applicable engine, fuel cell, or other technology, with a rated capacity of at least one kilowatt and not more than ten (10) kilowatts electric and any thermal output that all full load has a design total fuel use efficiency in the production of heat and electricity of not less than eighty percent, and annually produces at least two thousand (2,000) kilowatt hours of useful energy in the form of electricity that may work in combination with supplemental, or parallel conventional heating system, that is manufactured, installed and operated in accordance with applicable government and industry standards operated in conjunction with the Authority's transmission and distribution facilities. As of October 17, 2019, all new projects with Micro-Combined Heat and Power Generating Equipment are not considered a renewable energy system as defined by PSL §66-p.

Micro-Hydroelectric Generating Equipment: A Hydroelectric system, with a rated capacity of not more than 25 kW for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities.

Month: A Month in this document is defined as a 30-day period, and monthly rates for billing periods other than a Month are prorated.

Multi-phase: Producing, carrying, or powered by multiple alternating voltages, each of which reaches its highest level at different time intervals. (See *Alternating Voltage*)

Multiple-Occupancy or Multiple Dwelling Building: A building designed to contain three (3) or more individual residential units for permanent occupancy. Each unit should contain kitchen, bath, and sleeping areas. In some instances, the Tariff may differentiate between buildings that contain three or more units and those that contain four or more units.

N

Net Energy Metering: The use of a net energy meter to measure, during the billing period applicable to a Customer-generator, the net amount of electricity supplied by the Authority to the Customer-generator and/or the net amount of electricity provided by the Customer-generator to the Authority.

I. General Information (continued):**C. General Terms and Conditions (continued):
Net Metering (continued):****a) Requirements for Installation and Operation**

- (1) Wiring and switches for Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment, owned and/or operated by Customer-generators to supply their load and feed energy to the Authority's electric system, shall be arranged in parallel so as to permit the flow of current from the Authority to the Customer-generator and vice-versa.
- (2) Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment installed in parallel with the Authority's system must comply with the Authority's "Smart Grid Small Generator Interconnection Procedures".
- (3) The Authority shall require a Customer-generator who owns and/or operates Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind, Solar or Hybrid Electric Generating Equipment to pay for the installation of dedicated transformer(s) if it is determined that dedicated transformer(s) is (are) necessary to protect the safety and adequacy of electric service provided to other Customers.
- (4) The Authority may require a Customer-generator who owns and/or operates Solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind or Hybrid Electric Generating Equipment to comply with additional safety or performance standards than those specified in the Authority's "Smart Grid Small Generator Interconnection Procedures", perform or pay for additional tests, or purchase additional liability Insurance when the total rated generating capacity of the electric generating equipment that provides electricity to the Authority through the same local feeder line exceeds twenty (20%) of the rated capacity of the total feeder line.
- (5) Mass Market Projects subject to NEM compensation will be permitted to pair on-site energy storage with the eligible generating equipment under PSL Sections 66-j and 66-l and remain eligible under Phase One NEM. However, customers that wish to pair energy storage with a Large Onsite Project or Large Offsite Project will be required to receive compensation based on the VDER Value Stack tariff.

~~(5)~~(6) For CDG project and On-Site Mass Market customer interconnection requests made on or after January 1, 2019, a distributed generation provider must submit proof to the Manager with its initial interconnection application that its project has been registered with Department of Public Service Staff in accordance with the Uniform Business Practices for Distributed Energy Resource Suppliers in the LIPA Service Territory.

I. General Information (continued):**C. General Terms and Conditions (continued):
Net Metering (continued):****d) Interconnection and Transformer Charges**

- (1) If the Mass Market Customer's ~~Solar, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell and/or Wind~~Eligible Net Metering Technology Electric Generating Equipment has a rated capacity of equal to or less than twenty five (25) kilowatts the Customer-generator shall not be required to pay the Authority any Interconnection charges.
- (2) If the Mass Market Customer's ~~Solar, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell and/or Wind~~Eligible Net Metering Technology Electric Generating Equipment has a rated capacity of more than twenty five (25) kilowatts, the Customer-generator shall be responsible for payment to the Authority of one hundred percent (100%) of the interconnection expenses.
- (3) The Large Onsite Customers, Large Offsite Customers, and Commercial Demand NEM Customers shall be responsible for payment to the Authority of one hundred percent (100%) of the interconnection expenses of such ~~Solar, Micro-Hydroelectric Fuel Cell and/or Wind~~Eligible Net Metering Technology Electric Generating Equipment.
- (4) If the Authority determines that it is necessary to install a dedicated transformer or transformers or other equipment to protect the safety and adequacy of the electric service provided to other Customers:
 - (a) The Mass Market Customer installing Solar Generating Equipment, Micro-Combined-Heat-and-Power Generating Equipment, Micro-Hydroelectric Generating Equipment, or Fuel Cell Electric Generating Equipment with a rated capacity of equal to or less than twenty five (25) kilowatts, shall pay to the Authority the cost of installing the transformer(s) and other equipment, up to a maximum of three hundred and fifty dollars (\$350.00).
 - (b) The Residential Customer installing Farm Waste Electric Generating Equipment shall pay to the Authority the cost of installing the transformer(s) and other equipment, up to a maximum of five thousand dollars (\$5,000) per farm operation.
 - (c) The Non-residential Customer-generator installing Solar Generating Equipment with a rated capacity of equal to or less than twenty five (25) kilowatts shall pay to the Authority the cost of installing the transformer(s) or other equipment, up to a maximum of three hundred and fifty dollars (\$350.00).

I. General Information (continued):**C. General Terms and Conditions (continued):****1. Net Metering of Community Distributed Generation**

Net metering of Community Distributed Generation ("CDG") allows residential and commercial customers to collectively share in the benefits of a remotely-sited distributed generation resource as if such resource was interconnected directly to the Customer's account. The general eligibility requirements for net metering and all other terms and conditions of this Tariff apply, as modified by or in addition to the specific requirements contained in this section.

Net metering of Community Distributed Generation is available throughout the Authority's service territory. Net metering of Community Distributed Generation is available to eligible customers, on a first come, first served basis.

The Authority shall not be responsible for any contractual arrangements or other agreements between the CDG Host and CDG Satellite, including contractual terms, pricing, dispute resolution, and contract termination

a) Definitions

CDG Host: a Non-Residential Customer-Generator that owns or operates electric generating equipment eligible for net metering under this Tariff or stand-alone storage. Net energy produced by the generating equipment of a CDG Host is applied to the accounts of CDG Satellites with which it has a contractual arrangement governing the disposition of net metering credits.

CDG Satellite: A residential or commercial Customer who is participating in a CDG Project. Each CDG Satellite Customer shall own or contract for a proportion of the Excess Generation accumulated at the meter of the CDG Host.

Excess Generation: the electricity (kWh) supplied by the CDG Host to the Authority during the billing period that exceeds the electricity (kWh) supplied by the Authority to CDG Host. For purposes of net metering of Community Distributed Generation, the excess generation will be recorded by an hourly interval meter so that time-differentiated excess generation can be calculated for distribution to CDG Satellite accounts as required.

b) Initial and Subsequent Applications by CDG Hosts

The CDG Host must be a Non-Residential Customer-Generator or Non-Residential project owner of stand-alone storage that meets all the qualifications of this Tariff and must comply with any Operating Procedures for Community Distributed Generation approved by the Board of Trustees, including and in addition to the requirements listed below. The CDG Host will be assigned to an applicable Service Classification based on the greater of the load or the generation at the CDG Host site.

The terms and conditions for net metering applicable to the CDG Host Account are contained in Section I.C.15, except as modified below.

I. General Information (continued):**C. General Terms and Conditions (continued):****Net Metering of Community Distributed Generation (continued):**

- g) Projects with eligible Net Metering Technologies will receive credits calculated and applied as described in items (1) through (9) below when (1) Mass Market Projects have become Substantially Interconnected on or after January 1, 2018 (2) Large Offsite Projects have submitted complete applications as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" on or after May 1, 2018 or (3) Existing generators sized greater than two thousand (2,000) kilowatts to five thousand (5,000) kilowatts that meet the eligibility criteria and are not currently compensated under the Value Stack shall be permitted to opt-in to participation in the Value Stack compensation.
- (1) The CDG Host account will be billed in accordance with the procedures used to calculate a bill for an individually net metered Customer, except that Excess Generation remaining after the bill has been calculated will be monetized based on a calculation described in Section 1.C.18.C - Value Stack Crediting then the Excess Generation will be allocated to Mass Market Customer Satellite accounts and the monetized Value Stack Crediting will be allocated to Large Offsite Customer Satellite accounts in accordance with the CDG Host's designated allocation requests. Any monetized value remaining after the allocation will remain with the CDG Host account as a bill credit to be allocated to the Satellite accounts in future billing periods.
- (2) For Mass Market Customer Satellite accounts, as each is billed, Excess Generation allocated to the Satellite account will be applied to the Mass Market Satellite account as if the Customer were individually net metered. For Mass Market Satellite accounts served under time-of-use rates, the Excess Generation will be further allocated to the rating periods applicable to the Mass Market Satellite account in proportion to the times, days and seasons when the Excess Generation was delivered to the Authority.
- (3) For Mass Market Customer Satellite accounts, if any allocated Excess Generation remains after application to the Satellite account, the remaining allocated Excess Generation shall be carried forward on the Mass Market Satellite's account as a volumetric (kWh) credit for future bill periods.
- (4) Value Stack Crediting will apply to Mass Market Customer Satellite accounts that participate in a CDG project that has submitted a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" on or after January 1, 2020, or a non-renewable CDG project that has submitted a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" after October 17, 2019. For a Mass Market Customer Satellite account receiving Value Stack crediting, if any bill credit remains on the Satellite account, the remaining bill credit shall be carried forward for future bill periods.
- (5) For Large Offsite Customer Satellite account, as each Large Offsite Satellite account is billed the monetized Value Stack Crediting will be allocated to that account.
- (6) For Large Offsite Customer Satellite account, if any bill credit remains on the Satellite account, the remaining bill credit shall be carried forward on the Large Offsite Satellite's account for future bill periods.
- (7) Annual Allocation Requests
Once a year, following the annual anniversary of the CDG Host, after the CDG Host and all CDG Satellite accounts have been billed and credits allocated in accordance with this Tariff, the Authority shall supply the CDG Host a calculation of any excess credits returned to the CDG Host and/or any unallocated excess credits remaining at the CDG Host. By the following anniversary date, the CDG Host must provide to the Authority an annual allocation request for distributing these excess credits to one or more of the CDG Satellite Accounts. No distribution shall be made if an allocation request is not received by the required date, and undistributed credits on the CDG Host shall be subject to forfeit.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):****(d) Alternative Method Change Requests**

A request for a change in VDER Value Stack Capacity Component compensation submitted by a Customer-Generator with intermittent generation is subject to the following limitations:

- (i) A project compensated under Alternative 1 may switch to compensation under Alternative 2 or to Alternative 3;
- (ii) A project compensated under Alternative 2 may switch to Alternative 3;
- (iii) A project compensated under Alternative 2 cannot switch to Alternative 1; and
- (iv) A project compensated under Alternative 3 cannot switch to Alternative 1 or Alternative 2.

(3) Environmental Component

- (a) Customers with generation that is eligible to receive Renewable Energy Standard Tier 1 Renewable Energy Credits ("RECs") must elect, by the date of interconnection, to either retain all RECs generated, or to sell these RECs to The Authority. For customers who elect to transfer their RECs to The Authority and for CDG Satellite Accounts who's CDG Host Account elects to transfer their RECs to The Authority, will receive the Environmental Component.
- (b) The environmental component will be determined as of the in service date of the Customer-generator and will be the greater of either:
 - (i) NYSERDA posted Tier 1 REC market price or
 - (ii) Social Cost of Carbon net of the Regional Greenhouse Gas Initiative ("RGGI")
- (c) The value shall be fixed for the Customer-generator's first twenty-five (25) years of compensation under the Value Stack. The Environmental Component Credit per (\$/kWh) will be summed for all hours of the Customer-generator's billing month and added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.
- (d) For all other customers that choose to retain their RECs, the Environmental Component Rate is \$0/kWh.
- (e) For any project submitting a complete application as per Step 3 of the Authority's "Smart Grid Small Generator Interconnection Procedures" after October 17, 2019, that does not meet the definition of renewable energy systems in PSL §66-p, the Environmental Component Rate is \$0/kWh.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):****(4) Value of Distribution**

Demand Reduction Value (DRV) and Locational System Relief Value (LSRV) will be based on the utility Marginal Cost of Service (MCOS) studies per Service Classification, and will be determined as follows:

- (a) For eligible Customer-generators, the DRV compensation will be calculated by multiplying the sum of the projects net injections (kWh) for each of the DRV/LSRV Contracted Hours by the project's DRV Value Stack rate (\$/kWh). The project's DRV rate will be set at the current DRV value as of the in-service date for ten (10) years. After the first ten (10) years, eligible Customer-generators will be compensated the then applicable DRV rate and hours. The rate will be updated in a Statement of Value Stack Credits.
 - (i) Customer-generators may choose to waive the DRV compensation of the Value Stack and opt-in to the Commercial System Relief Program (CSRP). This voluntary election is a one-time, irreversible decision that may be made at any point during the project's Value Stack compensation period. The Customer-generator must notify the Authority of its intention to opt in to the CSRP.
- (b) Customer-generators located in designated project locations will receive a LSRV payment based on Load Relief when an LSRV Planned Event is called. PSEG Long Island will notify the Customer-generator of an Event twenty-one (21) hours in advance and the window may be between one (1) to four (4) hours long.
 - (i) Customer-generators will receive payments based on the lowest hourly net kW injection during each call.
 - (ii) The LSRV (\$/kW-year) is currently set at 50% of the DRV value identified in Statement of Value Stack Credits for all LSRV areas.
 - (iii) There must be a minimum of ten (10) calls each year. The \$/kW-year will be divided by ten (10) to determine the value of each call window. If there are less than ten (10) calls, at the end of the period identified in the DRV/LSRV Contracted Hours, the Customer-generator will be compensated for the calls that did not occur at the lowest hourly net kW injection for a total of ten (10) calls in their October Value Stack Bill Credit.
 - (iv) The LSRV payment shall be fixed for a ten (10) year term of compensation for the Customer-generator, after which time the LSRV payment will be reset based on the then applicable LSRV.
 - (v) The LSRV will only be available to projects located in LSRV areas. Eligible LSRV areas that have been identified by the Authority may be found on Statement of LSRV Areas.
- (c) For each Customer-generator's billing period, the sum of the above listed components from 1.C.18 (4) (a) to (b) will be added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.

(5) CDG Community Credit

~~Any~~ Large Offsite Projects, ~~other than projects with Fuel Cell Electric Generating Equipment,~~ will receive a CDG Community Credit (\$/kWh) as part of their Value Stack Calculation Bill Credit for 25 years from their in-service date.

I. General Information (continued):**C. General Terms and Conditions (continued):****Value of Distributed Energy Resources (VDER) (continued):**

(a) ~~The project's Community Credit rate will be set at the then-current Community Credit value as of the date a project has made a payment for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required. The project's Community Credit will remain at that fixed level (\$/kWh) for twenty-five (25) years from the project's in-service date. Mass Market participants in CDG projects receiving the Value Stack Calculation Bill Credit will receive an additional CDG Community Credit (\$/kWh) for 25 years from the project's in-service date.~~

(b) The value of the CDG Community Credit is identified in the Statement of Value Stack Credits. The value may vary by resource technology or other characteristic recognized by Order of the New York Public Service Commission.

a) Value Stack Billing

At the conclusion of a billing period, a Customer will be billed for the total consumption of energy measured at the rates specified in the customer's otherwise applicable Service Classification, including applicable demand charges.

If there is a Value Stack Calculation Bill Credit for the month, such credit will be applied as a direct monetary credit to the Customer's current utility bill for any outstanding energy, customer, demand, or other charges. If the Customer's current month's Value Stack Calculation Bill Credit plus any prior period Value Stack Calculation Bill Credit exceeds the current bill, the remaining monetary credit will be handled as follows:

- (1) Large On-Site Customers, See Section C.15.h).(2)
- (2) For Remote Net Metered accounts, See Section C.16.b).(5)
- (3) For CDG accounts, See Section C.17.g)

b) Storage

- (1) Customers with stand-alone storage that is sized not to exceed 115% of the customer's peak hourly consumption load may be on any rate for which they qualify and will be compensated at the Value Stack minus the Environmental credit and the CDG Community Credit for all excess generation.
- (2) Customers with stand-alone storage that is sized at 115% or above of the customer's peak hourly consumption must be on a qualifying Time Of Use rate and will be compensated at the Value Stack minus the Environmental credit and the CDG Community Credit for all excess generation.
- (3) For customers who pair energy storage systems with eligible electric generating equipment ("Hybrid Facility"), the Authority will calculate the Environmental Component Credit and the CDG Community Credit, pursuant to the rules set forth below. All other Value Stack components, including the Energy Component Credit, Capacity Component Credit, DRV Component Credit, and LSRV Component Credit, will be calculated as specified in section I.C.18.c).(4) above. Consistent with section

I.C.18.c).(3), the Environmental Component Credit will only be provided where the electric generating equipment is eligible to receive Tier 1 RECs, the Community Credit will only be provided for eligible customers and consistent with the Community Credit rate applicable to the customer and the Capacity Component will be calculated based on Alternative 1, Alternative 2 or Alternative 3 based on customer election.

Long Island Power Authority**Statement of Value Stack Credits (VSC)**Applicable to those Rate Codes and CustomersSubject to the Phase One Value Stack as set forth in the Tariff for Electric Service

Applicable to all metered accounts with Customer-generators subject to the Value Stack with rate codes within Service Classification Nos. 2-L, 2L-VMRP, 2-MRP or 12¹ as set forth in the Tariff for Electric Service.

Energy Component	
Average Monthly Energy Component (based on published day ahead NYISO hourly zonal LBMP energy prices) [averaged by zone]. http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp	

Capacity Component	
Alternative 1 October 2019 Rate	\$0.0184 / kWh
Alternative 1 Proxy Capacity Factor	34.3%
Alternative 2 Rate	\$0.2078 / kWh
Alternative 3 October 2019 Monthly Capacity Market Price	\$4.8082 / kW Monthly

Environmental Component	\$0.02741 / kWh
--------------------------------	-----------------

Demand Reduction Value (DRV)	For hourly net injections during DRV contracted hours	\$0.3433 / kWh
Demand Reduction Value (LSRV)	For the lowest hourly net injection during a LSRV events	\$5.4930 / kWh per event

Community Credit	\$0.0500 / kWh
-------------------------	----------------

Community Credit Adjustment Factors	
<u>Technology</u>	<u>Adjustment Factor</u>
Non-Fossil Fuel Cells	16%
Technologies not defined as renewable energy systems by PSL 66-p will not receive a Community Credit.	

Monthly Solar Production: for a 1 kW AC Solar System used in the calculation of Alternative 1; Consistent with monthly values issued in the State Public Service Commission Order Regarding Value Stack Compensation in Case 15-E-0751 issued April 18, 2019.

Monthly Solar Production	
Month	(kWh/kW)
1	56
2	71
3	113
4	123
5	143
6	148
7	147
8	141
9	112
10	90
11	66
12	51
Total	1260

Note 1: including only those 1) SC-12 customers that would have been eligible for service under will pay the rate of a similar size customer on SC-2L, 2L-VMRP or 2-MRP based on size, type and/or character of load.

Effective: ~~October 1~~ June 1, 2019 ~~2020~~

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

PSEG Long Island's Smart Grid Small Generator Interconnection Procedures (the "SGIP") is an addendum to the Long Island Power Authority (the "Authority")'s Tariff for Electric Service (the "Tariff"). It provides the interconnection procedures for Distributed Generators (DG) under ten megawatts and under connecting to the distribution system. The Authority's staff proposes to modify the SGIP, effective June 1, 2020, to reflect additional updates and clarifications of the New York Public Service Commission (the "Commission") to the *New York State Standardized Interconnection Requirements ("SIR") for Small Distributed Generators* as a result of the December 13, 2019 *Order Modifying Standardized Interconnection Requirements*¹ (5 MW or Less) and to extend such changes as applicable to the SGIP for five megawatts to ten megawatts.

Background:

On April 19, 2018, the Commission issued an *Order Modifying Standardized Interconnection Requirements* in Case 18-E-0018 (the "April Order"), which was subsequently implemented by the Authority on December 19, 2018.

On June 8, 2018, members of the statewide Interconnection Policy Working Group and Interconnection Technical Working Group filed a petition for clarification of the April Order (the "Petition").²

On July 13, 2018, the Commission issued an order granting clarification of the SIR (the "July Order"), which addressed some issues raised by the Petition and deferred others for additional working group consideration and public comment. Subsequently, on October 18, 2018, following additional working group consideration and public comment, the Commission issued an order addressing the previously deferred issues from the Petition (the "October Order"). The issues addressed by the Commission in the July Order and the October Order are summarized in the next section of this proposal memorandum.

On September 5, 2019, members of the Interconnection Policy Working Group (IPWG) and the Interconnection Technical Working Group (ITWG) collectively petitioned the Commission to make amendments to the current version of the SIR. On December 13, 2019, the Commission adopted the modifications proposed in the petition.

Proposal:

Staff proposes two modifications to the SGIP to apply the December Order. The proposed changes are as follows:

1. **Application Modification Process:** Under the current SGIP, any change to an application would remove that projects application from the queue. The proposed updates would add a new section to the SGIP for application process, Section I.H., to provide a formal process for applicants to submit a modification request to PSEG Long Island. Under the proposed changes, PSEG Long Island will determine if the modification is a Material Modification or not. If it is material, the initial application would be removed from the queue and a new application would be required. If

¹ Case 19-E-0566, *Joint Petition for Certain Amendments to the New York State Standardized Interconnection Requirements (SIR) for New Distributed Generators and Energy Storage Systems 5 MW or Less Connected in Parallel with Utility Distribution Systems, Order Modifying Standardized Interconnection Requirements*; Issued and Effective December 13, 2019.

² Case 18-E-0018, *In the Matter of Proposed Amendments to the New York State Standardized Interconnection Requirements (SIR) for Small Distributed Generators, Order Modifying Standardized Interconnection Requirements*; Issued and Effective April 19, 2018.).

the modification is non-material, the project will retain its queue position and undergo a study pursuant to the SGIP with some added flexibility for PSEG Long Island to manage additional work that the change will entail. The proposed changes add definitions for both Material Modification and Modification to the glossary of terms.

2. **Energy Storage Application Requirements:** The Authority proposes to update the data requirements for Energy Storage System (ESS) Applications to be consistent with the changes adopted by the Commission. The ITWG participants worked to further refine the data requirements to more effectively process ESS interconnection applications. Additionally, the Authority proposes to add optional questions in the ESS Application, as was done in the SIR, to provide potentially useful information to PSEG Long Island. The ESS will be considered complete even if these questions are not answered, as they are optional.

Financial Impacts: There are no financial impacts.

Affected Tariff Leaves: No tariff leaf changes.

Summary for Proposed Changes:

The proposed changes are to conform to recent NY PSC policy and Orders Modifying Standardized Interconnection Requirements issued December 12, 2019 where appropriate. These updates provide for a process when a modification is made to an application and additional refinements related to data requests for an Energy Storage System Application.



**Smart Grid Small Generator Interconnection Procedures
For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel
with LIPA's Radial Distribution Systems**

Revised January 1, 2020

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Section I. Application Process

Section I.A. Introduction

The Smart Grid Small Generator Standardized Interconnection Procedures (“SGIP”) administered by PSEG Long Island, as the service provider and agent for LIPA, provides a framework for processing applications for interconnection to LIPA’s Distribution System for:

- i. Interconnection of new distributed generation facilities with an AC nameplate rating of less than 10 MW (aggregated on the customer side of the point of common coupling (PCC))
- ii. Interconnection of new energy storage system (ESS) facilities with an AC inverter/converter nameplate rating of less than 10 MW ~~or less~~ aggregated on the customer side of the PCC that may be stand-alone systems or combined with existing or new DG (Hybrid Projects); however, maximum export capacity onto the utility distribution system is capped at an AC nameplate rating or AC inverter/converter nameplate rating of less than 10 MW ~~or less~~;
- iii. Modifications to existing distributed generation facilities and/or ESS facilities with an nameplate rating of less than 10 MW (aggregated on the customer side of the PCC) that have been interconnected to the LIPA Distribution System and where an existing contract between the applicant and LIPA is in place.
- iv. For new distributed generation facilities less than 10 MW, interconnection to specific voltage level of the LIPA System will be determined during the study phase of the application process.
- v. New distributed generation facilities 10 MW and above must connect to LIPA’s transmission system and make application to the NYISO under its Small Generator Interconnection Procedures (SGIP) or Large Generator Interconnection Procedures (LGIP), as applicable.
- vi. PSEG Long Island will use reasonable efforts to adhere to the specific timeline set forth in the SGIP. However, additional time may be needed to conduct research, studies, and other tasks necessary for interconnection of new technologies. Once such a system is successfully interconnected, it will no longer be considered a new technology, and PSEG Long Island will follow the timelines in accordance with this agreement.

If a Distributed Generation or Energy Storage System is neither designed to operate nor operating in parallel with LIPA’s System, such equipment is not subject to these requirements.

The application procedures set forth in Section I are organized to facilitate efficient review of potential interconnections to LIPA’s Distribution System. This document will help ensure that applicants are aware of the technical interconnection requirements and LIPA’s interconnection policies and practices. This SGIP and related procedures will also provide applicants with an understanding of the process and information required to allow PSEG Long Island to review and accept the applicants’ equipment for interconnection in a reasonable and expeditious manner.

The application procedures for up to 10 MW distributed generator interconnections to LIPA’s Distribution System are detailed in Section I and organized for three categories of generator interconnections. Section I.B addresses application procedures for systems of less than 50 kW as well as inverter-based systems above 50 kW up to 300 KW that have been certified and tested in accordance with UL 1741. Section I.C addresses application procedures for systems above 50 kW up to 5 MW. Section

I.D addresses application procedures above 5 MW up to 10 MW. All systems 0-5 MW are eligible to use web- based application procedures, which are detailed in Section I.E.

For systems sized between 0-5 MW, the time required to complete the process will reflect the complexity of the proposed project. Projects using previously submitted designs certified per the requirements of Section II.H will move through the process more quickly, and several steps may be satisfied with an initial application depending on the detail and completeness of the application and supporting documentation submitted by the applicant. Applicants submitting systems utilizing certified equipment however, are not exempt from providing PSEG Long Island with complete design packages necessary for PSEG Long Island to verify the electrical characteristics of the generator systems, the interconnecting facilities, and the impacts of the applicants' equipment on LIPA's Distribution System.

The application process and the attendant services are offered on a non-discriminatory basis. PSEG Long Island will clearly identify its costs related to the applicants' interconnections, specifically those costs PSEG Long Island would not have incurred but for the applicants' interconnections. PSEG Long Island will keep a log of all applications, milestones met, and justifications for application-specific requirements. The applicants are to be responsible for payment of all costs, as provided for herein.

All interconnections to LIPA's Distribution System are subject to the Smart Grid SGIP set forth in Section II. These requirements detail the technical interconnection requirements and PSEG Long Island interconnection policies and practices. Where specific standards or requirements are applicable to a specific type of system or to a system of a particular kW or MW value, such limitations are noted in the applicable standards.

Currently, LIPA does not allow any interconnection of Distributed Generation in Underground secondary Network Areas of the LIPA distribution system.

All application timelines shall commence the next Business Day following receipt of information from the applicant.

Additional technical references and requirements are included in "PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System" document which addresses such matters as the following:

- Voltage Response
- Frequency Response
- Reconnection to LIPA's Distribution System
- Induction Generators
- Inverters
- Minimum Protective Functions
- Metering
- Islanding
- Operating Requirements
- Disconnect Switch
- Power Quality
- Power Factor
- Equipment Certification (new section)
- Verification Testing (new section)
- Preliminary Screening Analysis
- Other technical requirements

All Interconnection Customers must comply with “PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System” document, as it may be modified by LIPA from time to time.

All SGIP applicants that are subject to the Business Practices for Distributed Energy Resource Suppliers (BP-DERS) that are in non-compliance of the BP-DERS may be subject to the suspension of their application for interconnection to LIPA’s Distribution System.

A glossary of terms used herein is provided in Section III.

Section I.B. Application Process Steps for Systems 50 kW or Less (Expedited/Fast Track Process)

Exception 1: For inverter based systems above 50 kW up to 300 kW, applicants may follow the expedited application process outlined in this section provided that the inverter based system has been certified and tested in accordance with the most recent revision of UL 1741 and its supplement A (SA), and PSEG Long Island has approved the project accordingly. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the inverter based system is not eligible for the expedited application process, the applicant can:

1) Proceed with the remaining steps of Section I.C of the SGIP (Systems above 50 kW up to 5 MW);

Exception 2: For non-inverter based system 50 kW or less, the applicant should be aware that additional information and review time may be required by PSEG Long Island (refer to Step 3). The applicant must include the items required in Step 5 of the Application Process Steps for Systems above 50 kW up to 5 MW in its original application. This exception should not be considered the rule, but used by PSEG Long Island only in justified situations. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for expedited process, and whether it is approved for interconnection if eligible for expedited process. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the non-inverter based system is not eligible for the expedited application process, the applicant can:

1) Proceed with the remaining steps of Section I.C of the SGIP (Systems above 50 kW up to 5 MW);

STEP 1: Initial Communication from the Potential Applicant

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project

Technical staff from PSEG Long Island discusses the scope of the interconnection with the potential applicant (either by phone or in person) and provide a copy of the SGIP document and any LIPA specific technical specifications that may apply. A PSEG Long Island representative will be designated to serve as the single point of contact for the applicant (unless PSEG Long Island informs the applicant otherwise) in coordinating the potential applicant’s project with PSEG Long Island.

STEP 3: Potential Applicant Files an Application

The potential applicant submits an application package to PSEG Long Island. No application fee is required for systems 50 kW or less.

A complete application package will consist of all items detailed in Appendix F. PSEG Long Island strongly prefers electronic submission of all documents, including electronic signatures, whenever possible. PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, meets the SGIP technical requirements in Section II, and approved for interconnection if all other requirements are met. PSEG Long Island shall notify the applicant by email, fax, or other form of written communication. If the application is deemed not complete by PSEG Long Island, PSEG Long Island shall provide an explanation of the deficiencies identified and a list of the additional information required from the applicant. Once it has received the required information, PSEG Long Island shall notify the applicant of the acceptance or rejection of the application within ten (10) Business days. If the applicant fails to submit the additional information requested by PSEG Long Island to address the deficiencies, PSEG Long Island within thirty (30) Business Days following the date of PSEG Long Island's written notification, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.

If PSEG Long Island accepts the application, the notification of acceptance to the applicant shall include an executed LIPA Standardized Interconnection Contract and the applicant may proceed with the proposed installation. PSEG Long Island shall also indicate in its response to the applicant whether or not it plans to witness the testing and verification process in person.

An application will be placed in PSEG Long Island's interconnection inventory once it is accepted as complete. If the final acceptance as set out in Step 6 below is not completed within twelve (12) months of receipt of such executed copy of the Standardized Interconnection Contract as a result of applicant inactivity or other failure to pursue diligently the timely completion of the interconnection, PSEG Long Island has the right to notify the applicant by email and U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from PSEG Long Island's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and justification as to why the project should remain in PSEG Long Island's interconnection inventory for an additional period of time.

With respect to an applicant proposing to install a system rated 25 kW or less, that is to be net-metered, if PSEG Long Island determines that it is necessary to install a dedicated transformer(s) or other equipment to protect the safety and adequacy of electric service provided to other customers, the applicant shall be informed of its responsibility for the actual costs for installing the dedicated transformer(s) and other safety equipment. LIPA's Tariff for Electric Service (the "Tariff") specifies the maximum responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment. The applicant will pay the cost estimate as provided in Section D.

STEP 4: System Installation

The applicant will install the system according to PSEG Long Island accepted design and the equipment manufacturer's requirements. If there are substantive design variations from the originally accepted system diagram, a revised system diagram (and other drawings for non-inverter based systems) shall be submitted by the applicant for PSEG Long Island review and acceptance. All inverter based systems will be allowed to interconnect to the LIPA system for a period not to exceed two hours, for the sole purpose of ensuring proper operation of the installed equipment.

For net metered systems as defined in Section II.B.6, any modifications related to existing metering configurations to allow for net metering shall be completed by PSEG Long Island prior to Step 5. PSEG Long Island shall complete the necessary metering changes within ten (10) Business Days of receiving a request from the applicant.

STEP 5: The Applicant's Facility is tested in Accordance with the Smart Grid SGIP

Verification testing will be performed by the applicant in accordance with the written verification test procedure provided by the equipment manufacturer. If PSEG Long Island requested to witness the testing and verification process in person as required in Step 3, the applicant shall provide a written letter of notification to PSEG Long Island that the system installation is completed, including any applicable inspections and authorization. After receipt of notification, the verification testing will be conducted within ten (10) Business Days of system installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP; PSEG Long Island - accepted design and the equipment manufacturer's instructions. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 5. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

STEP 6: Final Acceptance

Within five (5) Business Days of receiving the written notification of successful test completion from Step 5, PSEG Long Island will issue to the applicant a formal letter of acceptance for interconnection. If the test was not completed successfully, the project must be modified to pass the test, or the project shall be withdrawn from the PSEG Long Island queue. Within five (5) Business Days of the completion of the on-site verification, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system.

Section I.C. Application Process Steps for Systems above 50 KW up to 5 MW

For inverter based systems above 50 kW up to 300 kW, certified and tested in accordance with the most recent revision of UL 1741, and its supplement SA, applicants are encouraged, but not required, to use the expedited application process (Section I.B).

PSEG Long Island has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete and whether it is eligible for interconnection. PSEG Long Island shall notify the applicant in writing of its findings upon review of the application. If PSEG Long Island determines that the DG system cannot be interconnected or requires additional information be submitted and/or additional review time is needed, the applicant can work with PSEG Long Island on an appropriate timeframe and approval schedule agreeable to both parties.

Currently, LIPA does not allow interconnection of Distributed Generation in Underground secondary Network Areas of the LIPA distribution system.

STEP 1: Initial Communication from the Potential Applicant.

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project.

Technical staff from PSEG Long Island may discuss the scope of the interconnection with the potential applicant (either by phone or in person) and shall provide a copy of the SGIP and any PSEG Long Island specific technical specifications that may apply. A PSEG Long Island representative shall be designated to serve as the single point of contact for the applicant in coordinating the potential applicant's project with PSEG Long Island. At this time the applicant may also request that a Pre-Application Report (see Appendix D herein) be provided by PSEG Long Island. The applicant shall provide a non-refundable fee of \$750 with its request for completion of the Pre-Application Report. The Pre-Application Report shall be provided to the applicant within ten (10) Business Days of receipt of the form and payment of the fee. The Pre-Application Report will be non-binding and shall only provide the electrical system data and information requested that is readily available to PSEG Long Island. Should the applicant formally apply to interconnect their proposed DG project within fifteen (15) Business Days of receipt of PSEG Long Island's Pre-Application Report, the \$750 will be applied towards the application fee in Step 3.

STEP 3: Potential Applicant Files an Application.

The potential applicant submits an application to PSEG Long Island in the name of the customer. A complete application package will consist of all items detailed in Appendix F. Electronic submission of all documents is acceptable, inclusive of electronic signature whenever possible. If a Pre-Application Report has been provided to the customer, and an application is received by PSEG Long Island within fifteen (15) Business Days of the date of issue of the Pre-Application Report, a \$750 credit will be applied towards the application fee. Otherwise, payment of a non-refundable \$750 application fee is required. PSEG Long Island shall review the application to determine whether it is complete in accordance with Appendix F, and whether any additional information is required from the applicant. PSEG Long Island shall notify the applicant in writing within ten (10) Business Days following receipt of the application. If the application is not complete, PSEG Long Island's notification shall specify what is missing from the application and provide a list of additional information needed. PSEG Long Island shall notify the applicant by email, fax, or other form of written communication.

The applicant shall submit to PSEG Long Island all items required by Appendix F, and provide additional information identified by PSEG Long Island. If the applicant has failed to do so within thirty (30) Business Days following the date of PSEG Long Island's notification, the application shall be deemed withdrawn and no further action on the part of PSEG Long Island is required.

If the required documentation is presented in this step, PSEG Long Island may move to Step 4 and perform the required reviews and allow the process to proceed as expeditiously as possible.

A completed application shall be placed in the interconnection queue maintained by PSEG Long Island.

If the required documentation is presented in this step, it will allow PSEG Long Island to move to Step 4 and perform the required reviews and allow the process to proceed as expeditiously as possible.

PSEG Long Island will refund any advance payments for services or construction not yet completed should the applicant be removed from PSEG Long Island's interconnection inventory. If the costs incurred by PSEG Long Island exceed the advance payments made by the applicant prior to removal from the interconnection inventory, the applicant will receive a bill for any balance due to PSEG Long Island.

STEP 4: PSEG Long Island Conducts a Preliminary Review and Develops a Cost Estimate for the Coordinated Electric System Interconnection Review (CESIR).

PSEG Long Island shall perform a Preliminary Screening Analysis of the proposed system interconnection utilizing the technical screens A through F detailed in Appendix G. The Preliminary Analysis shall be completed and a written response detailing the results of each screen and the overall outcome of the Preliminary Analysis shall be sent to the applicant within fifteen (15) Business Days of the completion of Step 3. Depending on the results of the Preliminary Analysis and the subsequent choices of the applicant, the following process or processes will apply:

If the Preliminary Screening Analysis finds that the applicant's proposed system passes all of the relevant technical screens (*i.e.*, screens P1 through P8) and is in compliance with the Interconnection Requirements outlined in Section II, there are no requirements for Interconnection Facilities or Distribution Upgrades. As such PSEG Long Island will return an executed Standardized Interconnection Contract to the applicant and the applicant may proceed with the interconnection process.

If the Preliminary Screening Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (*i.e.*, screens P1 through P8), PSEG Long Island shall provide the technical reasons, data and analysis supporting the Preliminary Analysis results in writing. The applicant shall notify PSEG Long Island within ten (10) Business Days following such notification whether to (i) proceed to a Preliminary Screening Analysis results meeting, (ii) proceed to Supplemental Screening Review, (iii) proceed to a full CESIR, or (iv) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- i. If the applicant chooses to proceed to a Preliminary Screening Analysis results meeting and modifications that obviate the need for Supplemental Screening Analysis are identified, and the applicant and PSEG Long Island agree to such modifications, PSEG Long Island shall return a signed and executed Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. The applicant shall notify PSEG Long Island within fifteen (15)

Business Days following such notification indicating the intention of the applicant to revise its application as requested and proceed with the interconnection process.

If Interconnection Facilities or Distribution Upgrades are required and agreed to, PSEG Long Island shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Preliminary Screening Analysis results meeting. The applicant will pay the cost estimate as provided in Section D.

If the applicant chooses to proceed to a Preliminary Screening Analysis results meeting and modifications that obviate the need for Supplemental Analysis are not identified and agreed to, the applicant shall notify PSEG Long Island within ten (10) business days of the meeting of their intention to (i) proceed to Supplemental Screening Analysis, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) business days, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- ii. Applicants that elect to proceed to Supplemental Screening Analysis shall provide a nonrefundable fee of \$2,500 with their response; however, actual costs up to a maximum of \$5,000 will be billable to the applicant upon reconciliation of utility costs as defined in Step 11 or exit from the interconnection queue. PSEG Long Island shall complete the Supplemental Analysis within twenty (20) Business Days, absent extraordinary circumstances, following authorization and receipt of the fee. If the Supplemental Analysis finds that the applicant's proposed system passes all of the relevant technical screens (i.e. screens S1 through S13) and is in compliance with the Interconnection Requirements outlined in Section II, then there are no requirements for Interconnection Facilities or Distribution Upgrades. Thus, PSEG Long Island will return a signed and executed Standardized Interconnection Contract to the applicant within fifteen (15) Business Days of providing the applicant the results of the Supplemental Review and the applicant may proceed with the interconnection process. The applicant will sign and return the contract within fifteen (15) Business Days after receipt from PSEG Long Island and proceed with the interconnection process.

If the Supplemental Screening Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (i.e., screens S1 through S13), PSEG Long Island shall provide the technical reasons, data, and analysis supporting the Supplemental Analysis results in writing. The applicant shall notify PSEG Long Island within ten (10) Business Days following such notification whether to (i) proceed to a Supplemental Screening Analysis results meeting, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify PSEG Long Island of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

- i. If the applicant chooses to proceed to a Supplemental Screening Analysis results meeting, and modifications that obviate the need for a CESIR are identified, and the applicant and PSEG Long Island agree to such modifications, PSEG Long Island shall return a signed and executed Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. The applicant will sign and return the contract within 15 Business Days after receipt from PSEG Long Island and proceed with the interconnection process.

If Interconnection Facilities or Distribution Upgrades are required and agreed to, PSEG Long

Island shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Supplemental Screening Analysis results. The applicant will pay the cost estimate as provided in Section D.

- ii. If the applicant chooses to proceed to a Supplemental Review results meeting and modifications that obviate the need for CESIR are not identified and agreed to, the applicant shall notify PSEG Long Island, within ten (10) business days of the meeting, of the applicant's intention to proceed to a full CESIR or withdraw the application. If the applicant fails to notify PSEG Long Island of applicant's decision within thirty (30) Business Days of notification of the Supplemental Analysis results, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.
- iii. If the applicant and PSEG Long Island are unable to identify or agree to modifications that enable the applicant to pass either the Initial or Supplemental Analysis or if the applicant chooses at any time in the above process to proceed directly to a CESIR, PSEG Long Island shall provide the applicant with an estimate of costs associated with the completion of the CESIR within five (5) Business Days of the final notification to/from the applicant. The applicant shall notify PSEG Long Island within ten (10) business days of receiving this cost estimate of their intention to proceed to a full CESIR and move on to Step 5 or to withdraw their application.

An accepted application will be placed in PSEG Long Island's interconnection inventory upon PSEG Long Island's receipt of the Standardized Interconnection Contract executed by the applicant. If the final acceptance as set out in Step 11 below is not completed within twelve (12) months of receipt of such executed copy of the Standardized Interconnection Contract as a result of applicant inactivity, PSEG Long Island has the right to notify the applicant by email and U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from PSEG Long Island's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and justification as to why the project should remain in PSEG Long Island's interconnection inventory for an additional period of time.

STEP 5: Applicant Commits to the Completion of the CESIR

The applicant will indicate his commitment to the CESIR cost estimate by confirming agreement within ten (10) business days of receipt. If the customer declines the agreement, the application will be closed. Prior to commencement of the CESIR, the applicant shall provide the following information to PSEG Long Island:

- i. A complete detailed interconnection design package
- ii. Proof of site control and by executing the New York State Standard Site Control Certification Form, Appendix H
- iii. The name and phone number and agent letter of authorization (if appropriate) of the individual(s) responsible for addressing technical and contractual questions regarding the proposed system, and•,
- iv. If applicable, advanced payment of the costs associated with the completion of the CESIR

The complete detailed interconnection design package shall include:

- (1) Electrical schematic drawings reflecting the complete proposed system design which are easily interpreted and of a quality necessary for a full interconnection. The drawings shall show all electrical components proposed for the installation and their connections to the existing on-site electrical system from that point to the PCC and shall be clearly marked to distinguish between

new and existing equipment. For those systems proposed to be interconnected at a system voltage of 1000 volts or greater, the drawings shall be sealed by a NYS licensed Professional Engineer.

- (2) A complete listing of all interconnection devices proposed for use at the PCC. A set of specifications for this equipment shall be provided by the applicant upon request from PSEG Long Island.
- (3) The written verification test procedure provided by the equipment manufacturer, if such procedure is required by this document. For non-inverter based systems, testing equipment must be capable of measuring that protection settings operate within the appropriate times and thresholds set forth in Section II.
- (4) Three (3) copies of the following information:
 - a. Proposed three line diagram of the generation system showing the interconnection of major electrical components within the system. Proposed equipment ratings clearly needs to indicate:
 - i. Number, individual ratings, and type of units comprising the above rating;
 - ii. General high voltage bus configuration and relay functions; and
 - iii. Proposed generator step-up transformer MVA ratings, impedances, tap settings and winding voltage ratings.
 - b. Electrical studies as requested by PSEG Long Island to demonstrate that the design is within acceptable limits, inclusive and limited to the following: system fault, relay coordination, flicker, voltage drop, and harmonics. This shall include all relay, communication, and controller set points.

If PSEG Long Island determines that the detailed interconnection design package provided by the applicant is incomplete or otherwise deficient, PSEG Long Island shall notify the applicant within ten (10) Business Days and provide an explanation of the deficiencies identified and a list of what is required by the applicant. Unless otherwise notified by PSEG Long Island, the CESIR review period begins upon confirmed receipt and acceptance of the applicants interconnection design package and associated fees.

If the applicant fails to provide PSEG Long Island authorization to proceed, CESIR fee, and information requested within thirty (30) Business Days of the request, the application shall be removed from the queue and no further action on the part of PSEG Long Island is required.

STEP 6: PSEG Long Island Completes the CESIR

The CESIR will consist of two parts:

- (1) A detailed review and explanation of the impacts to the utility system associated with the interconnection of the proposed system, and
- (2) A detailed review and explanation of the proposed system's compliance with the applicable criteria set forth below.

A CESIR will be performed by PSEG Long Island to determine if the proposed generation on the circuit results in any protective coordination, fault current, thermal, voltage, power quality, or equipment stress concerns.

The CESIR shall be completed within sixty (60) Business Days of receipt of the information set forth in Step 5. For systems utilizing type-tested equipment, the time required to complete the CESIR may be reduced. PSEG Long Island shall complete the CESIR within sixty (60) Business Days, absent extraordinary circumstances, following authorization, receipt of the CESIR fee, and complete information set forth in Step 5. If the applicant fails to provide PSEG Long Island authorization to proceed, CESIR fee and information requested within thirty (30) Business Days, the interconnection request shall be removed from the queue and no further action on the part of PSEG Long Island is required.

The applicant and PSEG Long Island may agree to allow up to an additional forty (40) Business Days beyond the time specified above for completion of the CESIR, provided that no other application is adversely impacted

Upon completion of the CESIR, PSEG Long Island will provide the following, in writing, to the applicant:

- (1) LIPA system impacts, if any;
- (2) notification of whether the proposed system meets the applicable criteria considered in the CESIR process;
- (3) if applicable, a description of where the proposed system is not in compliance with these requirements;
- (4) Subject to subsections (a) through (d) below, a good faith, detailed estimate of the total cost of completion of the interconnection of the proposed system and/or a statement of cost responsibility for a dedicated transformer(s) or other required interconnection equipment which is valid for sixty (60) Business Days. This estimate must meet the following requirements:
 - (a) with respect to an applicant that is not to be net-metered, an estimate shall be provided and shall include the costs associated with any required modifications to the LIPA System, administration, metering, and on-site verification testing;
 - (b) with respect to an applicant that is to be net-metered, the costs associated with any required modifications to the LIPA System, administration, metering, and on-site verification testing;
 - (c) the applicant shall be informed that it is responsible for one-half of such costs; and
 - (d) LIPA's Tariff for Electric Service section I(C) sets forth the responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment.

PSEG Long Island cost estimates provided in the CESIR shall be detailed and broken down by specific equipment requirements, material needs, labor, overhead, and any other categories or efforts incorporated in the estimate. Contingencies associated with the cost estimates shall not exceed +/- 25%.

STEP 7: Applicant Commits to PSEG Long Island Construction of LIPA's System Modifications.

The applicant and PSEG Long Island will execute a standardized contract for interconnection as set forth in Appendix A and the applicant will provide PSEG Long Island with an advance payment of 30% of PSEG Long Island's estimated costs as identified in Step 6 within ninety (90) Business Days of the execution of the contract.

PSEG Long Island is not required to procure any equipment or materials, or perform design and engineering work associated with the project, or begin construction until 30% deposit payment has been received. Progress payments will be required during construction and any excess will be reconciled and

invoiced to the Applicant after Step 10. Invoice payments are due within thirty (30) Business Days of receipt.

STEP 8: Project Construction.

The applicant will build the facility in accordance with PSEG Long Island -accepted design. PSEG Long Island will commence construction/installation of system modifications and metering requirements as identified through the CESIR in Step 6. LIPA system modifications will vary in construction time depending on the extent of work and equipment required. The schedule for this work is to be discussed and agreed upon with the applicant in Step 6.

STEP 9: The Applicant's Facility is tested in Accordance with the Standardized Interconnection Requirements.

The verification testing will be performed in accordance with the written test procedures provided in Step 5 and any site-specific requirements identified by PSEG Long Island in Step 6. The final testing will be conducted within ten (10) Business Days of complete installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP, PSEG Long Island -accepted design, and the equipment manufacturer's instructions.

STEP 10: Interconnection.

The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 9. In addition, the applicant must have complied with and must continue to comply with the contractual and technical requirements.

STEP 11: Final Acceptance and PSEG Long Island Cost Reconciliation.

If PSEG Long Island witnessed the verification testing, then, within ten (10) Business Days of the completion of such testing, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. If PSEG Long Island did not witness the verification testing, then, within ten (10) Business Days of receiving the written test notification from Step 9, PSEG Long Island will either issue to the applicant a formal letter of acceptance for interconnection, or will request that the applicant and PSEG Long Island set a date and time to witness operation of the DG system. This witnessed verification testing must be completed within twenty (20) Business Days after being requested. Within ten (10) Business Days of the completion of any such witnessed testing, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the DG system.

At this time, PSEG Long Island shall prepare and submit to the applicant a final reconciliation statement of its actual costs minus the application fee and advance payments made by the applicant. Within twenty (20) Business Days after delivery of the reconciliation statement, the applicant will receive either a bill for any balance due or a reimbursement for overpayment as determined by the utility's reconciliation. The applicant may contest the reconciliation with the utility. If the utility's final reconciliation invoice states a balance due from the applicant, unless it is challenged by a formal complaint interposed by the applicant, it shall be paid to the utility within thirty (30) business days or the utility reserves the right to lock the generating system offline. If the utility's final reconciliation invoice states a reimbursement for overpayment to be paid by the utility, unless the reimbursement amount is challenged by a formal complaint interposed by the applicant, it shall be paid to the applicant.

Section I. D. Payment and Construction Milestones

Applicants are responsible for payment of utility system modification cost estimates in accordance with the following rules and deadlines. All project costs will be subject to Appendix E, where applicable.

The applicant and PSEG Long Island will execute a standardized contract for interconnection and the applicant will provide PSEG Long Island with an advance payment of 30% of PSEG Long Island's estimated costs as identified in Step 6 within ninety (90) Business Days. After receiving the payment, PSEG Long Island will provide the applicant, a signed Standardized Interconnection Agreement, via electronic communication. This will be provided within fifteen (15) Business Days for all projects sized five (5) megawatts and under.

PSEG Long Island is not required to procure any equipment or materials, or perform design and engineering work associated with the project or begin construction until 30% deposit payment has been received. Progress payments will be required during construction and any excess will be reconciled and invoiced to the Applicant after interconnection. Invoice payments are due within thirty (30) Business Days of receipt.

If the applicant does not return the signed contract within the time allowed, the application shall be removed from PSEG Long Island's interconnection queue, and no further action on the part of PSEG Long Island is required.

Within thirty (30) Business Days of receiving the 30% payment, the PSEG Long Island shall provide an initial construction schedule to the applicant (consistent with Appendix K). PSEG Long Island shall commence design work in accordance with its guidance and consider the developer's input on scheduling. If the applicant does not make a payment due under this section in the time required, the application shall be removed from the PSEG Long Island's interconnection queue with no further action required of PSEG Long Island.

If the applicant withdraws or is removed from the interconnection queue at any point after making a payment required under this section, any unspent portions of these payments will be refunded to the applicant consistent with the timelines described in Section C, Step 11.

If a local permitting moratorium prevents an applicant from meeting the above timelines, PSEG Long Island may grant affected project applicants an extension. To be granted an extension of the required timelines, the applicant must submit the New York State Standard Moratorium Attestation Form, Appendix I. Upon the applicant's payment of 30% expected upgrade costs, if applicant has received its CESIR, returned the executed Interconnection Contract, and submitted the Attestation Form to PSEG Long Island. If applicable, any unused portion of the 30% payment shall be refunded if the project does not move forward after receiving an extension.

If the final acceptance as set out in Section C, Step 11 is not completed within twelve (12) months of the date the applicant returns the executed New York State Standardized Contract as a result of applicant inactivity, PSEG Long Island has the right to notify the applicant by email or U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from the PSEG Long Island's interconnection queue if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the PSEG Long Island's interconnection inventory for an additional period of time.

Section I.E. Application Process for Energy Storage Systems

Except as provided in this Section, the rules in Sections B and C shall apply to applications to: construct new Hybrid Projects; construct new stand-alone storage; add an ESS to an existing DG facility; and change the operating mode of an existing Hybrid Project or stand-alone storage facility. Whether an application will be handled under Section B or C will be determined by the sum of the AC nameplate ratings of all DG facilities and ESS facilities comprising the proposed Hybrid Project

Step 1. The Application

An applicant proposing a Hybrid Project or stand-alone ESS shall complete and submit Appendix J with Appendix F.

The owner of an existing DG facility may apply to add an ESS by submitting completed Appendix J to PSEG Long Island at any time.

For all projects involving ESS, PSEG Long Island shall review the application and respond within the time frames provided in Section B or C, as applicable.

Following interconnection of a Hybrid Project or a stand-alone ESS, the owner may apply to PSEG Long Island to change the operating characteristics of the storage component. To initiate review, the owner shall submit completed Appendix J specifying the proposed new operating characteristics to PSEG Long Island.

Step 2. Protection and Control Review

When performing screening analysis and system impact studies associated with ESS, operating characteristics including maximum export and import capacity shall be utilized, except that fault current contribution shall be evaluated based on aggregate AC nameplate rating. PSEG Long Island's technical review shall determine whether the proposed facility, operating per the characteristics identified in the application (Appendix J), can be safely and reliably interconnected to the LIPA's distribution system. The applicant shall pay the costs for the utility's review in advance.

Following the completion of Step 3 in Section I.B., or upon passing the Preliminary or Supplemental Screening Analysis in Step 4 in Section I.C., based on the application and proposed operating parameters, PSEG Long Island will determine if a Protection and Control Review is required. PSEG Long Island will notify the applicant of this determination. The applicant will have thirty (30) Business Days from the notification to pay the nonrefundable fee for the review, which shall be calculated as \$500 plus \$4/kW capped at \$3000. PSEG Long Island shall have twenty (20) Business Days to perform the review and provide the results to the applicant, including a description of any modifications to the control systems that PSEG Long Island determines are necessary.

Within ten (10) Business Days of an applicant's request, PSEG Long Island shall discuss the results of the Protection and Control Review. Following the discussion, the applicant will have twenty (20) Business Days to determine whether or not to accept any required modifications to the control system and take the next step in the process as defined in Section B or C, as applicable, or to withdraw the application.

For all applications relating to ESS, PSEG Long Island's written report of its technical review shall include a completed Attachment I, as defined below, specifying the operating parameters studied for the proposed facility. PSEG Long Island and the applicant shall discuss the listed operating parameters promptly after delivery of the study results to the applicant.

For ESS applications requiring a CESIR, PSEG Long Island will provide the applicant with any additional testing procedures required in connection with the ESS, using the applicant's load management control systems to limit reverse power. PSEG Long Island will provide this information with the CESIR results.

Step 3. Contract and Payment for Utility Construction Costs

An applicant proposing a Hybrid Project, stand-alone storage, or the addition of ESS to an existing DG facility shall execute the Standardized Interconnection Contract for Systems including Energy Storage, and make payment to PSEG Long Island for its estimated construction costs within the time required by Section D.

Each contract shall include a completed Attachment I, which shall specify the operating parameters for the interconnected ESS after consultation with the applicant.

An applicant proposing to change the operating characteristics listed in Appendix J for an existing ESS shall sign an amendment to its interconnection agreement.

Section I. F. Application Process (Study Process) Steps for Systems above 5 MW and less than 10 MW

Applicability:

- i. The Study Process shall be used by an Interconnection Customer proposing to interconnect or modify its Small Generator with LIPA's Distribution System, if the Small Generator, upon interconnection or after modification, is above 5 MW and less than 10 MW.¹ The Interconnection Studies conducted under these procedures shall consist of analyses designed to identify the Interconnection Facilities and Upgrades required for the reliable interconnection of the Small Generator to the LIPA Distribution System. These Interconnection Studies will be performed in accordance with Applicable Reliability Standards.
- ii. The study process shall determine the appropriate voltage level for the interconnection of the new distributed generation facilities.

¹ New distributed generation facilities 10 MW and above must connect to LIPA's transmission system and comply with the NYISO Small Generator Interconnection Procedures (SGIP) or Large Generator Interconnection Procedures (LGIP), as applicable. This would include the following requirements:

- a. An Interconnection Customer who requests an interconnection to the LIPA Transmission System must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the NYISO. The NYISO will send a copy to the Connecting Transmission Owner.
- b. NYISO will determine whether they will direct the study process or allow the Connecting Transmission Owner to conduct the process.
- c. If NYISO allows the Connecting Transmission Owner to conduct the process the following requirements shall apply.

STEP 1: Initial Communication from the Potential Applicant.

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is reviewed by PSEG Long Island to Determine the Nature of the Project.

Technical staff from PSEG Long Island discusses the scope of the interconnection with the potential applicant (either by phone or in person) to determine what specific information and documents (such as an application, contract, technical requirements, specifications, listing of qualified type- tested equipment/systems, application fee information, applicable rate schedules, and metering requirements) will be provided to the potential applicant. The preliminary technical feasibility of the project at the proposed location may also be discussed at this time. All such information and a copy of the standardized interconnection requirements must be sent to the applicant within three (3) Business Days following the initial communication from the potential applicant, unless the potential applicant indicates otherwise. A PSEG Long Island representative will be designated to serve as the single point of contact for the applicant (unless PSEG Long Island informs the applicant otherwise) in coordinating the potential applicant's project with PSEG Long Island.

STEP 3: Potential Applicant Files an Application.

The potential applicant submits an application to PSEG Long Island. The submittal must include the completed standard Interconnection Request application form, including a copy of equipment certification to UL 1741 as applicable, a three line diagram specific to the proposed system, a letter of authorization (if applicant is agent for the customer), and payment of a non-refundable \$750 application fee. Within five (5) Business Days of receiving the application, PSEG Long Island will notify the applicant of receipt and whether the application has been completed adequately. It is in the best interest of the applicant to provide PSEG Long Island with all pertinent technical information as early as possible in the process. If the required documentation is presented in this step, it will allow PSEG Long Island to perform the required reviews and allow the process to proceed as expeditiously as possible.

STEP 4: Scoping Meeting

4.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. PSEG Long Island and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

4.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether PSEG Long Island should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a feasibility study should be performed, PSEG Long Island shall provide the Interconnection Customer, as soon as possible, but not later than five (5) Business Days after the scoping meeting, a feasibility study agreement (Appendix F1) including an outline of the scope of the study and a non- binding good faith estimate of the cost to perform the study.

4.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within fifteen (15) Business Days. If

the Parties agree not to perform a feasibility study, PSEG Long Island shall provide the Interconnection Customer, no later than five (5) Business Days after the scoping meeting, a system impact study agreement (Appendix G1) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

STEP 5: Feasibility Study

5.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generator.

5.2 A deposit of the lesser of fifty (50%) percent of the good faith estimated feasibility study costs or earnest money of \$10,000 is required from the Interconnection Customer.

5.3 The scope of and cost responsibilities for the feasibility study are described in Appendix F.

5.4 If the feasibility study shows no potential for adverse system impacts, PSEG Long Island shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, PSEG Long Island shall send the Interconnection Customer an executable interconnection agreement within five (5) Business Days.

5.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s).

STEP 6: System Impact Study

6.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generator were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

6.2 If no transmission system impact study is required, but potential electric power distribution system adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. PSEG Long Island shall send the Interconnection Customer a distribution system impact study agreement within fifteen (15) Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.

6.3 In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five (5) Business Days following transmittal of the study report, PSEG Long Island shall send the Interconnection Customer a transmission system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, if such a study is required.

6.4 If a transmission system impact study is not required, but electric power distribution system adverse system impacts are shown by the feasibility study to be possible and no

distribution system impact study has been conducted, PSEG Long Island shall send the Interconnection Customer a distribution system impact study agreement.

6.5 If the feasibility study shows no potential for transmission system or distribution system adverse system impacts, PSEG Long Island shall send the Interconnection Customer either a facilities study agreement (Appendix H1), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable interconnection agreement, as applicable.

6.6 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within thirty (30) Business Days.

6.7 A deposit of the good faith estimated costs for each system impact study will be required from the Interconnection Customer.

6.8 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.

STEP 7: Facilities Study

7.1 Once the required system impact study(s) is completed, a system impact study report shall be prepared and transmitted to the Interconnection Customer along with a facilities study agreement within five (5) Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

7.2 In order to remain under consideration for interconnection, or, as appropriate, in PSEG Long Island's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within thirty (30) Business Days.

7.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s).

7.3.1 PSEG Long Island shall determine whether the interconnection impacts the New York Transmission System and requires System Upgrade Facilities.

7.3.2 The Interconnection Customer shall be responsible for the cost of any System Upgrade Facilities only if PSEG Long Island, based on an Interconnection Study, determines (i) that System Upgrade Facilities are necessary to accommodate the Interconnection Request, and (ii) that the electrical contribution of the project to the need for those System Upgrade Facilities is greater than the *de minimis* impacts defined in Section IV.G.6.f of Attachment S to the NYISO OATT. Such Interconnection Study shall be of sufficient detail and scope to assure that these determinations can be made. If both determinations are made, then the Small Generator shall be evaluated as a member of the next NYISO Class Year, and the Interconnection Customer's cost responsibility shall be determined in accordance with the NYISO's Attachment S procedures.

If the Interconnection Customer elects Capacity Resource Interconnection Service, and its Small Generator is larger than 2 MW, it will be evaluated, by the NYISO, as a member of the next Class

Year to determine the Interconnection Customer's responsibility for System Deliverability Upgrades in accordance with Attachment S to the NYISO OATT.

7.3.3 If the determination is made that an Interconnection Customer's project must be included in the NYISO Class Year, that interconnection customer shall be entitled to expedite its interconnection process in accordance with sections 3.5.3.3 and 3.5.3.4 of the NYISO Small Generator Interconnection Procedures.

7.3.4 If PSEG Long Island determines that the interconnection impacts the New York Transmission System, PSEG Long Island shall notify the NYISO within five (5) Business Days of such determination.

7.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. PSEG Long Island may contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and PSEG Long Island may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by PSEG Long Island, under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, PSEG Long Island shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

7.5 A deposit of the good faith estimated costs for the facilities study will be required from the Interconnection Customer.

7.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.

7.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, PSEG Long Island shall provide the Interconnection Customer an executable interconnection agreement within five (5) Business Days.

STEP 8: Applicant Commits to PSEG Long Island Construction of LIPA's System Modifications.

The applicant and PSEG Long Island will execute an interconnection agreement as set forth in Appendix M and the applicant will provide PSEG Long Island with an advance payment for PSEG Long Island's estimated costs as identified in Step 6 within 90 business days of execution of the Interconnection Agreement of both parties (estimated costs will be reconciled with actual costs in Step 11).

STEP 9: Project Construction.

The applicant will build the facility in accordance with PSEG Long Island -accepted design. PSEG Long Island will commence construction/installation of system modifications and metering requirements as identified in Step 6. LIPA system modifications will vary in construction time depending on the extent of work and equipment required. The schedule for this work is to be discussed and agreed upon with the applicant in Step 6.

STEP 10: The Applicant's Facility is tested in Accordance with the Standardized Interconnection Requirements.

The verification testing will be performed in accordance with the written test procedure provided in Step 5 and any site-specific requirements identified by PSEG Long Island in Step 6. The final testing will be conducted within ten (10) Business Days of complete installation at a mutually agreeable time, and PSEG Long Island shall be given the opportunity to witness the tests. If PSEG Long Island opts not to witness the test, the applicant will send PSEG Long Island within five (5) days of the test a written notification, certifying that the system has been installed and tested in compliance with the Smart Grid SGIP, PSEG Long Island -accepted design, and the equipment manufacturer's instructions.

STEP 11: Interconnection.

The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 10. In addition, the applicant must have complied with and must continue to comply with the contractual and technical requirements.

STEP 12: Final Acceptance and PSEG Long Island Cost Reconciliation.

If PSEG Long Island witnessed the verification testing, then, within ten (10) Business Days of the test, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. If PSEG Long Island did not witness the verification testing, then, within ten (10) Business Days of receiving the written test notification from Step 9, PSEG Long Island will either issue to the applicant a formal letter of acceptance for interconnection, or will request that the applicant and PSEG Long Island set a date and time for an on-site verification and witness operation of the system. This joint on-site verification must be completed within twenty (20) Business Days after being requested. Within ten (10) Business Days of the completion of the on-site verification, PSEG Long Island will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. PSEG Long Island will reconcile its actual costs related to the applicant's project against the application fee and advance payments made by the applicant. The applicant will receive either a bill for any balance due or a reimbursement for overpayment as determined by PSEG Long Island's reconciliation after PSEG LI finishes the final reconciliation process.

Section I. G. Web-Based Standard Interconnection Application and Information (If available)

PSEG Long Island shall implement and maintain a web-based system to provide customers and contractors current information regarding the status of their Smart Grid SGIP application process. The system shall be customer specific and post the current status of the Smart Grid SGIP process. At a minimum the following content shall be provided:

- (1) The applicant's name and project/application identification number.
Description of the project, including at a minimum, the project's type (energy source), size, metering, and location.
- (2) SGIP project application status, including all the steps completed and to be completed, along with corresponding completion/deadline dates associated with each step.
 - a. If the next action is to be taken by PSEG Long Island, the expected date that action will be completed.
 - b. If the next action is to be taken by the applicant, what exactly is required and a contact for more information,

- (3) Information regarding any outstanding information request made by PSEG Long Island of the applicant, and
- (4) The status of all amounts paid and/or due to PSEG Long Island by the applicant.

Access shall be available for the customer and their contractor, such that both can access the information. The web site must be, however, secure and private from unauthorized access.

The PSEG Long Island web site shall also provide the ability for applicants to submit their application for interconnection via the web. The web based application process will be consistent with Appendix B of this Smart Grid Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in Parallel with LIPA Distribution Systems (“Smart Grid SGIP”) and include the ability to attach associated documentation or drawings associated with each project. Electronic signatures will be accepted by PSEG Long Island on associated documentation for this process. Section II. Interconnection Requirements

Section I. H. Modifications

Applicants may propose a Modification at any time by submitting a request to PSEG Long Island through the PSEG Long Island’s on-line application portal and /or via email. Submission of such a request will not suspend any deadlines applicable to the pending application. PSEG Long Island will review the request to determine whether the proposed Modification is a Material Modification and provide its determination to the applicant within ten (10) Business Days, unless PSEG Long Island first notifies the applicant that additional information is needed to make the evaluation. In that case, PSEG Long Island will have ten (10) Business Days from receipt of the additional information to determine whether the proposed Modification is a Material Modification.

A Material Modification to a project will require a new application, a new queue position, and removal of the original application if the applicant elects to move forward with the modification (if not yet interconnected).

LIPA reserves the right to make the final determination as to whether a proposed change is a Material Modification.

When making the materiality determination, PSEG Long Island will consider the posted Guidance Document on DER Material Modifications, as it may be modified by LIPA from time to time, and will provide the applicant with a written explanation of its finding. At the applicant’s request, PSEG Long Island will meet with the applicant to discuss the materiality determination. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

A Modification that is not determined to be material may still require evaluation and acceptance by LIPA through the process described below. The applicant is obligated to pay any necessary study costs of the evaluation. PSEG Long Island will notify the applicant of any additional funding and/or information that may be required to evaluate the Modification within five (5) Business Days of providing the materiality determination. The applicant shall have ten (10) Business Days to provide any requested information and pay the associated fees or choose to remain with the original interconnection application with associated uninterrupted timeline.

For Projects under 5 Megawatts:

- If the proposed change is not a Material Modification, and is proposed prior to the start of a CESIR, PSEG Long Island will study the modified project in the CESIR process.
- If the proposed change is not a Material Modification and is proposed following the start of a CESIR but no later than forty (40) Business Days after the start date, PSEG Long Island may have an additional forty (40) Business Days to complete the CESIR incorporating the change.
- If the proposed change is not a Material Modification and is proposed at a later date, or after completion of a CESIR , the change may necessitate further study and will require mutual agreement between LIPA and the applicant. PSEG Long Island retains the right to determine the extent of evaluation necessary but will endeavor to complete any necessary study within a timeframe no longer than a standard CESIR. The applicant will be responsible for any costs related to the change.

For Projects 5 Megawatts and larger:

- If the proposed change is not a Material Modification, and is proposed prior to the start a scoping meeting, PSEG Long Island will complete the study on the modified project.
- If the proposed change is not a Material Modification and is proposed at a later date, or after completion of all studies, the change may necessitate further study and will require mutual agreement between LIPA and the applicant. PSEG Long Island retains the right to determine the extent of evaluation necessary but will endeavor to complete any necessary study within a timeframe no longer than a standard study time frame. The applicant will be responsible for any costs related to the change.

Section II. Interconnection Requirements

Section II.A. Provisions that Apply to All Interconnection Requests

All interconnection requests made pursuant to these Procedures shall be subject to the following terms:

1. **Compliance with Deadlines.** PSEG Long Island shall make reasonable efforts to meet all time frames provided in these procedures unless PSEG Long Island and the Interconnection Customer agree to a different schedule. If PSEG Long Island cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.
2. **Meter Installation** Any metering necessitated by the use of the Small Generator shall be installed at the Interconnection Customer's expense in accordance with PSEG Long Island's specifications.
3. **Queue Position.** PSEG Long Island shall maintain a single queue for requests to interconnect to LIPA's Distribution System by a Small Generator. PSEG Long Island shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. At PSEG Long Island's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.
4. **Withdrawal of Application.** The applicant may withdraw its application at any time by written notice of such withdrawal to PSEG Long Island. Such withdrawal will not relieve the applicant from any costs incurred by PSEG Long Island to process the application up to the time of withdrawal.
5. **Effect of Modification to Machine Data or Equipment Configuration.** Any modification to machine data or equipment configuration or to the interconnection site of the Small Generator not agreed to in writing by PSEG Long Island and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.
6. **Infrastructure Security.** Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. PSEG Long Island complies with the recommendations offered by the President's Critical Infrastructure Protection Board (established by Executive Order 13231 of October 16, 2001) and best practice recommendations from the electric reliability authority. All small generators interconnecting to LIPA's facilities shall meet applicable standards for electric system infrastructure and operational security, including physical, operational and security practices.

In addition to any other requirements set forth in the SGIP regarding confidential information, Interconnection Customer shall comply with PSEG Long Island's requirements, as they may change from time to time, for protecting and maintaining the

confidentiality of Critical Energy Infrastructure Information, as defined in 18 CFR Section 388.113, as it may be amended from time to time, and execute such Non-Disclosure Agreements as may be required by PSEG Long Island.

7. **NYISO Matters.**

- a. PSEG Long Island shall notify the NYISO of all interconnection requests over 2 MW that are determined to have an impact on the New York Transmission System and require System Upgrade Facilities as determined pursuant to Section II of these procedures.
- b. A new Small Generator whose output may be sold into the wholesale energy, capacity and ancillary services markets operated by the New York Independent System Operator must make an election as to whether it will interconnect on a minimum interconnection basis pursuant to Energy Resource Interconnection Service or whether it will elect Capacity Resource Interconnection Service and satisfy the NYISO Deliverability Interconnection Standard.
- c. PSEG Long Island shall notify the NYISO of all interconnection requests electing Capacity Resource Interconnection Service and coordinate with the NYISO regarding necessary studies, procedures and standards applicable to such request.

8. **Site Control.** Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

- a. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generator;
- b. An option to purchase or acquire a leasehold site for such purpose; or
- c. Exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

9. **Disputes.** The Parties agree to use their commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Smart Grid SGIP through negotiation conducted in good faith between executives having authority to reach such a settlement. Either Party, may, by written notice to the other Party, refer any such dispute or claim for advice or resolution to mediation by a suitable mediator. The mediator shall be chosen by the mutual agreement of the Parties. If the Parties are unable to agree on a mediator each Party shall designate a qualified mediator who, together with the mediator designated by the other, shall choose a single mediator for the particular dispute or claim. If the mediator chosen is unable, within thirty (30) days of such referral to reach a determination, then either party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

- a. Unless otherwise agreed to in writing or prohibited by applicable law, the Parties shall continue to provide service, honor all commitments under these procedures, and continue to make payments in accordance with these procedures during the course of any dispute resolution under this Article and during the pendency of any action at law or in equity relating hereto.

- b. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

Upon execution of a contract for interconnection between the Interconnection Customer and PSEG Long Island as set forth in Appendices A and J (as applicable), the dispute resolution terms of such contract shall govern all disputes between the parties to the interconnection contract.

10. Confidentiality

a. Claim of Confidentiality

- i. In connection with the application procedures and interconnection review requirements under Sections I and II, the Parties may exchange information that is deemed to be confidential whether such information is provided in written, oral, electronic or other format ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." The Disclosing Party shall mark all written Confidential Information as "Confidential," "Proprietary" or the like and in the case of Confidential Information that is communicated orally, the Disclosing Party shall within thirty (30) days follow up such communication with a writing addressed to the Receiving Party generally describing such information and identifying it as Confidential Information. The Parties acknowledge that all information disclosed by the Interconnection Customer in connection with costs, pricing or operation of the Small Generator shall be treated as Confidential Information whether or not such information is marked or identified as Confidential Information. PSEG Long Island shall not disclose such Confidential Information without Interconnection Customer's written consent, which may be withheld in Interconnection Customer's sole discretion, unless PSEG Long Island is otherwise required by law to make such disclosure.
- ii. The Receiving Party shall protect the Confidential Information from disclosure to third parties consistent with the provisions of this Section II.A.10 and subject to applicable law, provided however, a Receiving Party may disclose Confidential Information to its Affiliates, Lenders, employees, agents or representatives of such Receiving Party, where such Affiliate, Lender, employee, agent or representative expressly agrees to be bound by the terms of this Section II.A.10 and provided further that the Receiving Party shall be liable for any breach by its Affiliates, Lenders, employees, agents or representatives.
- iii. It is further understood and agreed that money damages would not be sufficient remedy for any breach of this Section II.A.10, and that if a Party breaches this Section II.A.10, the Party disclosing Confidential Information to such breaching Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. The breaching Party agrees to waive any requirement for the posting of a bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Section II.A.10 but shall be in addition to all other remedies available at law or equity. In the event of any legal action based upon or arising out of this Section II.A.10, the

prevailing Party in such action shall be entitled to recover reasonable attorney's fees and costs from the other Party.

- b. Compliance with Law. If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded the Confidential Information by relevant third parties.
- c. Compliance with the Freedom of Information Law. If PSEG Long Island is requested by a third party to disclose Confidential Information pursuant to the Freedom of Information Law ("FOIL"), PSEG Long Island will (i) notify Generator of the request and provide Generator the opportunity to review the Confidential Information; (ii) provide Generator the opportunity to provide information regarding the need for confidential treatment; (iii) evaluate the third party's request for disclosure and Generator's request for confidential treatment; and (iv) determine if the Confidential Information is subject to disclosure under FOIL. If PSEG Long Island determines that the Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to Generator so that Generator may seek a protective order or other appropriate remedy. If Generator does not obtain a protective order or no formal proceeding has been initiated by Generator within a reasonable period of time after PSEG Long Island provides notice to Generator of its intent to make public the Confidential Information, then PSEG Long Island may disclose such information with no liability or further obligation to Generator.
- d. Treatment of Otherwise Publicly Available Documents. Notwithstanding anything to the contrary in this Article, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives. Should any person or entity seek to legally compel a Receiving Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, the Receiving Party or the Receiving Party's representative will furnish only that portion of the Confidential Information that it is legally required to disclose and the Receiving Party will request that confidential treatment be accorded the Confidential Information by relevant third parties.
- e. Term of Confidentiality. The obligations set forth in this Article shall survive expiration or termination of this Agreement.

- 11. **Application of Industry Electrical Standards.** Where the interconnection requirements set forth in Sections I and II refer to an industry electrical standard, including standards

adopted or promulgated by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE) and American National Standards Institute (ANSI) the applicable standard will be the version of that designated standard that is in effect on the date upon which the Interconnection Customer submits, and PSEG Long Island receives, a completed application for interconnection with PSEG Long Island's Distribution System.

12. **Standard Contract Terms.** Standard contract terms have been established for the contract for interconnection of a Small Generator between 0 kW and 5 MW set forth in Appendix A and the interconnection agreement for a Small Generators sized more than 5 MW and less 10 MW set forth in Appendix M. The contract for interconnection is a standard form that will be executed by PSEG Long Island and the Interconnection Customer in the form set forth in Appendix A and only supplemented as noted within such form with information specific to the Small Generator and Interconnection Customer.

With respect to the execution of an interconnection agreement for a Small Generator more than 5 MW and less than 10 MW as set forth in Appendix M, any technical standards and requirements set forth in such agreement shall not be modified to be inconsistent with requirements of Sections I and II herein. With respect to all other terms of the interconnection agreement, modifications of such non-technical terms shall be limited to those necessary to reflect any specific circumstances of the proposed Small Generator (such as the status of the Interconnection Customer as a governmental entity). PSEG Long Island reserves all rights and is under no obligation to accept requests for modification of the standard contract terms set forth in Appendix A or M.

The obligations under the Appendix A (Long Island Lighting Company D/B/A LIPA Standardized Contract for Interconnection of Distributed Generation and/or Energy Storage Equipment with Capacity of 5 MW or Less Connected in Parallel with the LIPA Distribution Systems), shall be binding on any successor owner of the Unit. If the Unit is sold LIPA may require the new Unit owner to sign an amended agreement.

Section II.B. Design Requirements

Common

The generator-owner shall provide appropriate protection and control equipment, including a protective device that utilizes an automatic disconnect device that will disconnect the generation in the event that the portion of the LIPA System that serves the generator is de-energized for any reason or for a fault in the generator-owner's system. The generator-owner's protection and control equipment shall be capable of automatically disconnecting the generation upon detection of an islanding condition and upon detection of a LIPA system fault.

The type and size of the generation facility is based on electrical generator nameplate data (AC output).

The generator-owner's protection and control scheme shall be designed to ensure that the generation remains in operation when the frequency and voltage of the LIPA System is within the limits specified by the required operating ranges. Upon request from PSEG Long Island, the generator-owner shall provide documentation detailing compliance with the requirements set forth in this document.

The specific design of the protection, control and grounding schemes will depend on the size and characteristics of the generator-owner's generation, as well the generator-owner's load level, in addition to the characteristics of the particular portion of LIPA's system where the generator- owner is interconnecting.

The generator-owner shall have, as a minimum, an automatic disconnect device(s) sized to meet all applicable local, state, and federal codes and operated by over and under voltage and over and under frequency protection. For three-phase installations, the over and under voltage function should be included for each phase and the over and under frequency protection on at least one phase. All phases of a generator or inverter interface shall disconnect for voltage or frequency trip conditions sensed by the protective devices. Voltage protection shall be wired phase to ground for single phase installations and for applications using wye grounded-wye grounded service transformers.

The settings below are listed for single-phase and three-phase applications using wye grounded- wye grounded service transformers or wye grounded-wye grounded isolation transformers. For applications using other transformer connections, a site-specific review will be conducted by PSEG Long Island and the revised settings identified in Step 6 of the Application Process.

The requirements set forth in this document are intended to be consistent with those contained in IEEE STD 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems. The requirements in IEEE STD 1547 above and beyond those contained in this document shall be followed.

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for technical requirements for interconnection of DG in parallel with LIPA's Distribution System. Applicant shall comply with PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System document, as it may be modified by LIPA from time to time. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

Interconnection Inventory

PSEG Long Island periodically provides information to the NYS Department of Public Service regarding PSEG Long Island's SGIP inventory.

Section III. Glossary of Terms

Affected System: An electric system, other than LIPA's Transmission System, that may be affected by the proposed interconnection.

Applicable Reliability Standards: The applicable criteria, requirements and guidelines of the North American Electric Reliability Council, the Northeast Power Coordinating Council, the New York State Reliability Council and related and successor organizations as well as the reliability criteria, requirements and guidelines adopted by PSEG Long Island and/or LIPA.

Automatic Disconnect Device: An electronic or mechanical switch used to isolate a circuit or piece of equipment from a source of power without the need for human intervention.

Business Day: Monday through Friday, excluding PSEG Long Island holidays.

Capacity Resource Interconnection Service: The service provided to interconnect generating facilities in accordance with the NYISO Deliverability Interconnection Standard; as such term is defined and set forth in Attachment S of the NYISO OATT, in order to qualify such generator to be an installed capacity supplier to the NYISO wholesale capacity markets.

Cease to Energize: Cessation of energy flow capability

Coordinated Electric System Interconnection Review: Any studies performed by PSEG Long Island to ensure that the safety and reliability of the electric grid with respect to the interconnection of distributed generation as discussed in this document.

Customer-Generator: A LIPA customer who owns or operates electric generating equipment located and used at the customer's premises, and/or the customer's agent.

Dedicated Transformer: A transformer with a secondary winding that serves only one customer.

Direct Transfer Trip: Remote operation of a circuit breaker by means of a communication channel.

Disconnect (verb): To isolate a circuit or equipment from a source of power. If isolation is accomplished with a solid-state device, "Disconnect" shall mean to cease the transfer of power.

Disconnect Switch: A mechanical device used for isolating a circuit or equipment from a source of power.

Distributed Energy Resources (DER): Energy sources that consist of distributed generation facilities or energy storage systems or any combination thereof.

Distributed Generation (DG): Generation facilities and Energy Storage Systems supplementing on-site load or non-centralized electric power production facilities interconnected at the distribution side of an electric power system.

Distribution System: LIPA's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. Voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades: The additions, modifications, and upgrades to LIPA's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generator and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Draw-out Type Circuit Breaker: Circuit breakers that are disconnected by physically separating, or racking, the breaker assembly away from the switchgear bus.

Electric Power System (EPS): Refers to LIPA's electric power system used to provide transmission and/or distribution services to its customers.

Energy Storage System (ESS): A commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

Energy Resource Interconnection Service: The service provided to interconnect generating facilities on a minimum interconnection standard basis which enables the delivery of energy and ancillary services from the Small Generator into the NYISO wholesale markets.

Farm Waste, Net Meter, Farm Applicant: A farm applicant who is proposing to install a farm waste anaerobic digester generating system, not to exceed 1 MW, at a farm, per the requirements of LIPA Tariff for Electric Service.

Force Majeure Event: "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: terrorism, 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 procedure, 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 procedure, other than the obligation to make payments then due or becoming due under this procedure, 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.

Fuel Cell, Net Meter, Residential Applicant: A residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 10 kW, per the requirements of LIPA Tariff for Electric Service.

Fuel Cell, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 2 MW, per the requirements of LIPA Tariff for Electric Service.

Generator-Owner: An applicant to operate on-site power generation equipment in parallel with the LIPA grid per the requirements of this document.

Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the State of New York during the term of this Agreement, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to delineate acceptable practices, methods or acts generally accepted by a significant portion of the electric utility industry operating in the State of New York.

Hybrid Project: A facility that operates, or is planned to operate, as a distributed generator paired with an energy storage system at a point of common coupling.

Interconnection Customer: The owner of the Unit or any entity that proposes to interconnect with LIPA's Distribution System.

Interconnection Facilities: The equipment and facilities on LIPA's system necessary to permit operation of the Unit in parallel with LIPA's system.

Interconnection Request: The Interconnection Customer's request, in accordance with the Smart Grid SGIP, to interconnect a new Small Generator, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generator that is interconnected with LIPA's Transmission System.

Islanding: A condition in which a portion of the LIPA System that contains both load and distributed generation is isolated from the remainder of the LIPA System. (Adopted from IEEE 929.)

LIPA System: The electric transmission and distribution system owned by LIPA and operated by PSEG Long Island Electric Utility SERVCO and consisting of all real and personal property, equipment, machinery, tools and materials, and other similar items relating to the transmission and distribution of electricity to PSEG Long Island's customers.

LIPA Transmission System: The facilities and equipment owned by LIPA, and operated by PSEG Long Island Electric Utility SERVCO that are used to provide transmission service.

Material Modification: A Modification to a facility that may have adverse impacts on subsequently queued applications in the interconnection queue, or any Modification described below (regardless of impact to a queued project):

1. A change in the physical location of the DER such that the Property Owner Consent Form or Site Control Certification Form as required by the SGIP is no longer valid.
2. A change in the PCC to a location on a different line segment or different distribution feeder for projects interconnecting to LIPA's system.
3. An increase in the nameplate kVA or kW rating of the originally proposed distributed generation facility or energy storage system of more than 2%.
4. An additional distributed generation or energy storage system (other than the 2% increase in nameplate in item 3 above) not disclosed in the original application, where a separate and distinct distributed generation facility or energy storage system already exists behind the same proposed PCC. This would include existing non-disclosed distributed generation or energy storage systems or a request for additional distributed generation or energy storage systems at the project site.

~~A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.~~

Micro-Combined Heat and Power, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-combined heat and power (Micro-CHP) generating system located and used at the applicant's premises, not to exceed 10 kW, per the requirements of LIPA Tariff for Electric Service.

Micro-Hydroelectric, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 25 kW, per the requirement of LIPA Tariff for Electric Service.

Micro-Hydroelectric, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 2 MW, per the requirement of LIPA Tariff for Electric Service.

Modification: A change to the ownership, equipment, equipment ratings, equipment configuration, or operating characteristics* of the facility, or to schedules* associated with the facility as described in the application.

**NOTE: Modifications that alter operating characteristics or schedules may be deemed material. Please consult PSEG Long Island for review and resolution.*

PSEG Long Island: PSEG Long Island LLC, acting through its subsidiary, Long Island Electric Utility Servco LLC.

PSEG Long Network Upgrades: Additions, modifications, and upgrades to LIPA's Transmission System required at or beyond the point at which the Small Generator interconnects with LIPA's Distribution System. Network Upgrades do not include Distribution Upgrades.

New York State Transmission System: New York State Transmission System shall mean the entire New York State electric transmission system, which includes (i) the Transmission Facilities under ISO Operational Control; (ii) the Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

Party or Parties means LIPA and Customer individually or jointly. T&D Manager is not a party to the agreements referenced in this SGIP, and is executing and administering such agreements on behalf of LIPA as LIPA's agent.

Maximum Export: The maximum export capacity of an Energy Storage System to the distribution grid at the Point of Common Coupling communicated by the Applicant and studied as such by PSEG Long Island per their review of the impacts on LIPA's system based on the operating characteristic of the Energy Storage System.

Maximum Import: The maximum import capacity of an Energy Storage System from the distribution grid at the Point of Common Coupling communicated by the Applicant and studied as such by PSEG Long Island per their review of the impacts on LIPA's system based on the operating characteristic of the Energy Storage System.

Point of Common Coupling: The point at which the interconnection between the electric utility and the customer interface occurs. Typically, this is the customer side of PSEG Long Island revenue meter.

Point of Interconnection: The point where the Interconnection Facilities connect with LIPA's Distribution System, which shall include the Point of Common Coupling.

Preliminary Review: A review of the generator-owner's proposed system capacity, location on the LIPA System, system characteristics, and general system regulation to determine if the interconnection is viable.

Protective Device: A device that continuously monitors a designated parameter related to the operation of the generation system that operates if preset limits are exceeded

PSEG Long Island Net Metering Rules: LIPA's Tariff for Electric Service in Tariff leaves 34A through 34H, and all other provisions of the LIPA Tariff for Electric Service also apply.

Queue Position: The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, which is established based upon the date and time of receipt of the valid Interconnection Request by PSEG Long Island.

Remote Net Metering: Remote Net Metering allows certain types of customers and/or distributed generation technology (see tables in Section II) the option to apply excess generation credits from the customer's generator to certain other meters on property that is owned or leased by the same customer and located within the service territory of the same utility to which the customer-generator's net energy meters are interconnected and within the same load zone.

Required Operating Range: The range of magnitudes of LIPA system voltage or frequency where the generator-owner's equipment, if operating, is required to remain in operation for the purposes of compliance with UL 1741. Excursions outside these ranges must result in the automatic disconnection of the generation within the prescribed time limits.

Safety Equipment: Includes dedicated transformers or equipment and facilities to protect the safety and adequacy of electric service provided to other customers.

Solar, Net Meter, Residential Applicant: A residential applicant who is proposing to install a photovoltaic generating system, not to exceed 25 kW, in an owner occupied residence per the requirements of LIPA Tariff for Electric Service.

Solar, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a solar generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to LIPA Tariff for Electric Service

Small Generator: Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. Small Generator means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of 5 MW or less located on the Interconnection Customer's premises at the time T&D Manager approves such generator for operation in parallel with LIPA's system.

Stand-Alone Storage: An energy storage system that is solely connected to a point of common coupling and not paired with a distributed generator.

Study Process: The procedure for evaluating an Interconnection Request that includes the Scoping Meeting, Feasibility Study, System Impact Study, and Facilities Study.

System Upgrade Facilities: In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO interconnection standards.

Unit: The distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of less than 10 MW ~~or less~~ located on the Interconnection Customer's premises at the time T&D Manager 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 Interconnection

Customer makes physical alterations to the Unit that do not result in an increase in its nameplate capacity. The nameplate generating and energy storage capacity of the Unit shall not exceed 10 MW in aggregate.

Upgrades: The required additions and modifications to LIPA's Distribution System or Transmission System at or beyond the Point of Interconnection. Upgrades may be System Upgrade Facilities, Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Utility Grade Relay: A relay that is constructed to comply with, as a minimum, the most current version of the following standards for non-nuclear facilities:

<u>Standard</u>	<u>Conditions Covered</u>
<u>ANSI/IEEEC37.90</u>	Usual Service Condition Ratings Current and Voltage Maximum design for all relay AC and DC auxiliary relays Make and carry ratings for tripping contacts Tripping contacts duty cycle Dielectric tests by manufacturer Dielectric tests by user
<u>ANSI/IEEE C37.90.1</u>	Surge Withstand Capability (SWC) Fast Transient Test
<u>IEEE C37.90.2</u>	Radio Frequency Interference
<u>IEEE C37.98</u>	Seismic Testing (fragility) of Protective and Auxiliary Relays
<u>Standard</u>	<u>Conditions Covered</u>
<u>ANSI C37.2</u>	Electric Power System Device Function Numbers
<u>IEC 255-21-1</u>	Vibration
<u>IEC 2555-22-2</u>	Electrostatic Discharge
<u>IEC 25 5-5</u>	Insulation (Impulse Voltage Withstand)

Verification Test: A test performed upon initial installation and repeated periodically to determine that there is continued acceptable performance.

Wind, Net Meter, Residential Applicant: A residential applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 25 kW, located and used at the applicant's primary residence, per the requirements of LIPA Tariff for Electric Service.

Wind, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a wind electric generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to LIPA Tariff for Electric Service.

Wind, Net Meter, Farm Applicant: A farm applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 500 kW, located and used at the applicant's primary residence, per the requirements of LIPA Tariff for Electric Service.

APPENDIX A

Appendix A- Standardized Contract For Systems 5MW Or Less

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARDIZED CONTRACT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION AND/OR ENERGY STORAGE
EQUIPMENT
WITH CAPACITY OF 5 MW OR LESS
CONNECTED IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEMS**

Customer Information:

Name:

Address:

Telephone:

Fax:

Email:

Installation Address (if different):

Unit Application/PAM No.

Utility Information:

Name: Long Island Electric Utility Servco LLC
("T&D Manager") as acting agent and on
behalf of **LONG ISLAND LIGHTING
COMPANY d/b/a LIPA ("LIPA")**

Address: 175 E. Old Country Road, E.O.B
Hicksville, NY 11801

Telephone: (516) 949-8295

Email: _____

Account Number: _____

APPENDIX A

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.

“Delivery Service” means the services LIPA may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

“Energy Storage System” means a commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

“Interconnection Customer” means the owner of the Unit or any entity that proposes to interconnect with LIPA’s Distribution System.

“Interconnection Facilities” means the equipment and facilities on LIPA’s system necessary to permit operation of the Unit in parallel with LIPA’s system.

“Material Modification” means a Modification to a Unit that may have adverse impacts on the LIPA’s system, LIPA customers, other projects, or applications in the interconnection queue.

“Modification” means a change to the ownership, equipment, equipment ratings, equipment configuration, or operating conditions of the Unit.

“Net energy metering” means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator. PSEG Long Island shall install an AMI smart meter for Net Metering customer-generator.

“Premises” means the real property where the Unit is located.

“Smart Meter” means advanced metering infrastructure (AMI). For additional information refer to <https://www.psegliny.com/page.cfm/SMART>

“Party” or “Parties” means LIPA and Interconnection Customer individually or jointly.

“Smart Grid SGIP” means the PSEG Long Island Smart Grid Small Generator Interconnection Procedures For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel with LIPA’s Radical Distribution System which are applicable to new and modifications to existing distributed generation units with a nameplate capacity less than 10 MW connected in parallel with the LIPA distribution system, posted at <https://www.psegliny.com/files.cfm/SGIP.pdf>.

“T&D Manager,” also referred to herein as **“PSEG Long Island,”** means PSEG Long Island LLC through its operating subsidiary, Long Island Electric Utility Servco LLC, which has managerial responsibility for the day-to-day the operational maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA as of January 1, 2014, pursuant to that Amended Restated Operations Services Agreement, dated as of December 31, 2013, as amended from time to time (the “OSA”) or any other similar agreement or arrangement, or any successor or assignee thereof providing certain operation, maintenance and other services to LIPA.

APPENDIX A

"Unit" means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of 5 MW or less located on the Interconnection Customer's premises at the time T&D Manager 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 Interconnection Customer makes physical alterations to the Unit that do not result in an increase in its nameplate capacity. The nameplate generating and energy storage capacity of the Unit shall not exceed 5 MW in aggregate.

APPENDIX A

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 Interconnection Customer may terminate this Agreement at any time, by giving T&D Manager and LIPA sixty (60) days' written notice.
- b. Failure by the Interconnection Customer to seek final acceptance by T&D Manager within twelve (12) months after completion of T&D Manager's construction process described in the Smart Grid SGIP shall automatically terminate this Agreement.
- 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 Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with any modification to the Smart Grid SGIP, unless the Interconnection Customer's installation is "grandfathered," 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 Interconnection Customer is not eligible for delivery service from LIPA.

APPENDIX A

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which LIPA and the Interconnection Customer agree that the Unit may be interconnected to and operated in parallel with LIPA's system.

2.2 Electricity Not Covered: Neither LIPA nor T&D Manager shall have any duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into LIPA's system unless the system is net metered pursuant to LIPA's Net Metering Rules.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with Smart Grid SGIP: Subject to the provisions of this Agreement, T&D Manager shall be required to interconnect the Unit to LIPA's system, for purposes of parallel operation, if T&D Manager accepts the Unit as in compliance with the Smart Grid SGIP. The Interconnection Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the Smart Grid SGIP.

3.2 Observation of the Unit - Construction Phase: T&D Manager may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the T&D Manager chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: T&D Manager may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) Business Days after system installation. The Interconnection Customer's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If T&D Manager does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection Customer will send T&D Manager within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SGIP, T&D Manager -accepted design and the equipment manufacturer's instructions. The Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, T&D Manager, on behalf of LIPA will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the Interconnection Customer and T&D Manager set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection 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: T&D Manager may conduct on-site verification of the operations of the Unit after it commences operations if T&D Manager has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of LIPA's Retail Electric Tariff relating to the verification of such installations generally.

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3.6 Costs of Dedicated Facilities: During the term of this Agreement, T&D Manager shall design, construct and install the Dedicated Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the Interconnection Customer's Unit. Except as set forth in the "Operating Instructions" for the Unit, all costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of LIPA.

3.7 Modifications to the Unit: The Interconnection Customer may request a Modification at any time after commencement of parallel operation. T&D Manager shall evaluate the request and determine whether the proposed change is a Material Modification in accordance with the rules for requesting changes to applications in the SGIP. A Material Modification will be studied pursuant to the procedures in the SGIP for new applications. In the case of a non-material modification that is accepted by T&D Manager, the Parties will execute an amendment to this Agreement describing the Unit changes that have been approved.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: T&D Manager may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Company personnel or the general public; (b) if pre-emergency or emergency conditions exist on the LIPA System; (c) if T&D Manager observes a hazardous condition relating to the Unit in an inspection; or (d) if the Interconnection Customer has tampered with any protective device. T&D Manager shall notify the Interconnection Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: T&D Manager may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Company equipment or equipment belonging to other customers of LIPA; (c) the Unit adversely affects the quality of service of adjoining customers or (d) the Energy Storage System does not operate in compliance with the operating parameters and limits described in Appendix J.

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

4.4 LIPA Obligation to Cure Adverse Effect: If, after the Interconnection Customer meets all interconnection requirements, the operations of LIPA are adversely affecting the performance of the Unit or the Interconnection Customer's premises, T&D Manager shall immediately take appropriate action to eliminate the adverse effect. If T&D Manager determines that LIPA needs to upgrade or reconfigure its system the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and LIPA.

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V. ACCESS

5.1 Access to Premises: T&D Manager shall have access to the disconnect switch of the Unit at all times. 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), T&D Manager and LIPA shall have access to the Premises.

5.2 Company and Interconnection Customer Representatives: T&D Manager shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of T&D Manager. For the purpose of allowing access to the premises, the Interconnection Customer shall provide T&D Manager with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Company Right to Access Company-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Interconnection Customer shall allow LIPA or T&D Manager access to LIPA's equipment and facilities located on the Premises. To the extent that the Interconnection 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 Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of LIPA or T&D Manager 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 dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) Business Days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure. The Parties agree to participate in good faith in the mediation for a period of up to ninety (90) days.

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; provided however, that an Interconnection Customer that is an agency or instrumentality of the Federal government, or an agency or instrumentality of the New York State government, shall not be required to place such disputed amounts into escrow if the establishment of such an escrow would be inconsistent with applicable Federal or State law or regulations.

VII. INSURANCE

7.1 Recommendation for Insurance: The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, the Smart Grid SGIP, or any other LIPA requirement. Due to the risk of incurring damages however, LIPA recommends that every distributed generation customer protect itself with insurance.

APPENDIX A

7.2 Effect: The inability of LIPA to require the Interconnection Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights LIPA may have to pursue remedies at law against the Interconnection Customer to recover damages.

7.3 With respect to an Interconnection Customer who owns and/or operates solar, Farm Waste, Micro-Combined-Heat-and-Power, Micro-Hydroelectric, Fuel Cell, Wind, or Hybrid Electric Generating Equipment (as these terms are defined in the LIPA Tariff), T&D Manager may require the Interconnection Customer to:

- (i) Comply with additional safety or performance standards in addition to those specified in LIPA's "Smart Grid Small Generator Interconnection Procedures";
- (ii) Perform or pay for additional tests;
- (iii) Purchase additional liability insurance when the total rated generating capacity of the electric generating equipment that provides electricity to LIPA through the same local feeder line exceeds twenty (20%) of the rated capacity of the total feeder line.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto, and if a party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person. T&D Manager is not a party to this Agreement, and is executing and administering this agreement on behalf of LIPA as LIPA's agent. T&D Manager shall have all rights of a Party hereunder with respect to accuracy of information, Force Majeure, limitations of liability, indemnification, and disclaimers of warranty.

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, without regard to any choice of law provisions. However, if the Interconnection Customer is an agency or instrumentality of the United States Government, this Agreement shall be governed by the applicable laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of New York, without regard to conflicts of law principles.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by T&D Manager on behalf of LIPA and the Interconnection 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

APPENDIX A

circumstances, but only to the extent they satisfy the preceding requirements: terrorism, 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 Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of T&D Manager on behalf of LIPA. Such consent will not be withheld unless T&D Manager on behalf of LIPA can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, an Interconnection 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. The obligations under the Appendix A (Long Island Lighting Company D/B/A LIPA Standardized Contract for Interconnection of Distributed Generation and/or Energy Storage Equipment with Capacity of 5 MW or Less Connected in Parallel with the LIPA Distribution Systems), shall be binding on any successor owner of the Unit. If the Unit is sold LIPA may require the new Unit owner to sign an amended agreement.

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

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8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does LIPA or T&D Manager 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 Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

**Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA**

[Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX B

Appendix B - Standardized Application For Inverter Based Systems

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARIZED APPLICATION
FOR
INTERCONNECTION OF INVERTER BASED DISTRIBUTED GENERATION AND ENERGY
STORAGE EQUIPMENT
IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEM**

CHECK IF: Standard SGIP Project _____ or Feed in Tariff Project _____

Customer:

Name: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

LIPA Account Number: _____

Installation Address (Street, City, State, ZIP): _____

Applicant Organization: _____

Applicant Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Agent (if any): _____

Agent Organization: _____

Agent Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Consulting Engineer or Contractor:

Organization: _____

Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Estimated In-Service Date: _____

Electric Service: Indicate if Existing _____ or New Service _____

Capacity: _____ Amperes _____ Voltage: _____ Volts Service Character: () Single Phase ()

Three Phase Secondary 3 Phase Transformer Connection () Wye () Delta

APPENDIX B

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

Solar Panel Information:

Panel Manufacturer: _____

Model No. _____ Version No. _____

Panel Power Rating: _____ kW (DC)

Quantity of Panels: _____

Total Rated Output: _____ kW (DC)

Energy Storage System Information:

Manufacturer: _____

Model No: _____

Total rating KW (AC): _____

Total Rating KWH : _____

Inverter Information:

Manufacturer: _____ / _____ / _____

Model No: _____ / _____ / _____

Inverter Rating kW (AC): _____ / _____ / _____

Quantity of Inverters _____ / _____ / _____

Total Rating of All Inverters kW (AC): _____

System Total Output _____ kW AC (System Total Output should be Total Rating of All Inverters)

Type: ☐ Forced Commutated ☐ Line Commutated

☐ Utility Interactive ☐ Stand Alone

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

Ramp Rate: _____

Method of Grounding: ☐ Grounded ☐ Ungrounded

Interconnection Voltage: _____ Volts

Applicable Attachments:

Detailed One Line Diagram attached ☐ Yes

If applicable, NRTL/UL 1741 Certification attached: ☐ Yes

APPENDIX B

If applicable:

Step Up Transformer Winding Configuration::

(☐) Delta (☐) Wye (☐) Wye Grounded

Other existing DG such as emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc:

(☐) Yes (☐) No

(If yes, provide information about existing generation on separate sheet and include detail on one-line diagram.)

_____	_____	_____	CUSTOMER/AGENT
SIGNATURE	TITLE	DATE	

APPENDIX C

Appendix C - Standardized Application For Non-Inverter Based Systems

**LONG ISLAND LIGHTING COMPANY D/B/A LIPA
STANDARIZED APPLICATION
FOR INTERCONNECTION OF NON-INVERTER BASED DISTRIBUTED GENERATION
EQUIPMENT
IN PARALLEL WITH THE LIPA DISTRIBUTION SYSTEM**

CHECK IF: Standard SGIP Project _____ or Feed in Tariff Project _____

Customer:

Name: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

LIPA Account Number: _____ **Installation Address** (Street, City,

State, ZIP): _____ **Applicant Organization:** _____

Applicant Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Agent (if any):

Agent Organization: _____

Agent Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Consulting Engineer or Contractor:

Organization: _____

Contact: _____ Title: _____

Address (Street, City, State, ZIP): _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Estimated In-Service Date: _____

Electric Service: Indicate if Existing _____ or New Service _____

Capacity: _____ Amperes _____ Voltage: _____ Volts Service Character: () 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) _____

APPENDIX C

Energy Producing Equipment Information:

Manufacturer:

Model No.:

Version No.:

() Synchronous () Induction () Other (Define) _____

Rating: _____ kW

Rating: _____ kVA

Rated Output: _____ VA

Rated Voltage: _____ Volts

Rated Frequency: _____ Hz

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 Tested to UL 1741 (most current version) (Total System):

() Yes () No If no, attach product literature.

Equipment Tested to UL 1741 (most current version) (i.e., Protection System):

() Yes () No

If no, attach product literature.

Three Line Diagram attached: () Yes

Verification Test Plan attached: () Yes

If applicable, Certification to UL 1741 attached: () Yes

System total size _____kW AC

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-excited

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:

APPENDIX C

Rotor Resistance (Rr): _____ ohms Exciting Current : _____ Amps

Rotor Reactance (Xr): _____ ohms Reactive Power Required: _____

Magnetizing Reactance (Xm): _____ ohms , _____ VARs (No Load)

Stator Resistance (Rs): _____ ohms , _____ VARs (Full Load)

Stator Reactance (Xs): _____ ohms

Short Circuit Reactance (X''d) : _____ ohms,

Phases: () Single Phase () Three Phase

Frame Size: _____ Design Letter: _____

Temp. Rise: _____ °C

Step Up Transformer Winding Configuration:

() Wye-Wye () Wye-Delta () Delta-Wye

Other existing DG such as emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc:

() Yes () No

(If yes, provide information about existing generation on separate sheet and include detail on one-line diagram.)

Signature:

CUSTOMER/AGENT SIGNATURE

TITLE

DATE

APPENDIX D

Appendix D -Pre-Application Report

PRE-APPLICATION REPORT FOR THE CONNECTION OF PARALLEL GENERATION EQUIPMENT TO LIPA's DISTRIBUTION SYSTEM

DG Project Information: (Provided to Utility by Applicant)
Customer name
Location of Project: (Address and/or GPS Coordinates)
DG technology type
DG fuel source / configuration
Proposed project size in kW (AC)
Date of Pre-Application Request
Pre-Application Report: (Provided to Applicant by Utility – 10 Business Days)
Operating voltage of closest distribution line
Phasing at site
Approximate distance to 3-Phase (if only 1 or 2 phases nearby)
Circuit capacity (MW)
Fault current availability, if readily obtained
Circuit peak load for the previous calendar year
Circuit minimum load for the previous calendar year
Approximate distance (miles) between serving substation and project site
Number of substation banks
Total substation bank capacity (MW)
Total substation peak load (MW)
Aggregate existing distributed generation on the circuit (kW)
Aggregate queued distributed generation on the circuit (kW)

APPENDIX E

Appendix E -Costs

COST RESPONSIBILITY FOR DEDICATED TRANSFORMER(S) AND OTHER SAFETY EQUIPMENT FOR NET METERED CUSTOMERS

Customer Cost Responsibility will be per LIPA Tariff for Electric Service. Such costs can include the total costs for upgrades to ensure the adequacy of the transmission and/or distribution system which would not have been necessary but for the interconnection of the DG resource.

APPENDIX F

Appendix F -Application Checklist

Completed standard application form	✓
Signed copy of the standard contract	✓
Letter of authorization, signed by the Customer, to provide for the contractor to act as the customer's agent, if necessary	✓
If requesting a new service, a site plan with the proposed interconnection point identified by a Google Earth, Bing Maps or similar satellite image. For those projects on existing services, account and meter numbers shall be provided	✓
Description / Narrative of the project and site proposed. If multiple DG systems are being proposed at the same site/location, this information needs to be identified and explained in detail	✓
DG technology type	✓
DG fuel source / configuration	✓
Proposed project size in AC kW	✓
Project is net metered, remote, or community net metered	✓
Metering configuration	✓
Copy of the certificate of compliance referencing UL 1741	✓
Copy of the manufacturer's data sheet for the interface equipment	✓
Copy of the manufacturer's verification test procedures, if required	✓
System Diagram - A three line diagram for designs proposed on three phase systems, including detailed information on the wiring configuration at the PCC and an exact representation of existing utility service. One line diagrams shall be acceptable for single phase installations	✓

APPENDIX G

Appendix G – Screening Analysis

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for Preliminary Screening Analysis. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

SUPPLEMENTAL SCREENING ANALYSIS

Please refer to PSEG Long Island's Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA's Distribution System for Supplemental Screening Analysis. The document can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/sgip>

APPENDIX H

Appendix H – Property Owner Consent Form

New York State Standardized Acknowledgment of Property Owner Consent Form

Project Name:

Location (Installation address):

Project/PAM Number (if available):

(Note: This Acknowledgment is to be signed by the owner of the property where the proposed distributed generation facility and interconnection will be placed, when the owner or operator of the proposed distributed generation facility is not also the owner of the property, and the property owner's electric facilities will not be involved in the interconnection of the distributed generation facility. Property Owner shall attach a copy of Tax Bill/Deed/Lease/Agreement/Other as evidence with this form)

This Acknowledgment is executed by _____, (the "Property Owner"; as used herein the term shall include the Property Owner's successors in interest to the Property), as owner of the real property situated in the City/Town of _____, _____ County, New York, known as _____ [street address] (the "Property"), at the request of _____ [name of Developer] (the "Developer"; as used herein the term shall include the Developer's successors and assigns).

This Acknowledgment does not grant or convey any interest in the Property to the Developer.

1. The Property Owner certifies as of the date indicated below that the Property Owner is working exclusively with the Developer on a proposal to install a distributed generation facility (the "Facility") on the Property.

OR

2. The Property Owner certifies as of the date indicated below that the Developer has executed with the Property Owner one of the following: a signed option agreement to lease or purchase the Property, an executed Property lease, or an executed purchase agreement for the Property granting the Developer a right to use the Property for purposes of installing the Facility.

Property Owner:

Developer/Applicant:

By: _____

By: _____ Name: _____

Name: _____ Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX I

Appendix I – Moratorium Attestation Form

New York State Standard Moratorium Attestation Form

PSEG Long Island
Manager of Power Asset Management
175 E Old Country Road
Hicksville, New York 11801

Re:	DEVELOPER	[name]
		[contact information]
	PROJECT	[Project/PAM number]
	PROPERTY	[street address]
		[municipality/county]
		[city/town and zip code]

_____ [DEVELOPER NAME] hereby attests that it will notify the
interconnecting utility identified above of the date that the moratorium on solar development in
_____ [MUNICIPALITY NAME] is lifted.

By signing below, Developer confirms that this attestation is true and correct.

By: _____

Printed Name: _____

Title: _____

APPENDIX J

Appendix J – Energy Storage System (ESS) Application Requirements

Energy Storage System (ESS) Application Requirements / System Operating Characteristics / Market Participation

Application Requirements:

- a. Provide a general overview / description and associated scope of work for the proposed project. Is the new ESS project associated with a new or existing DG facility?
- b. Identify whether this is a Stand-Alone or Hybrid ESS proposal or a change to the operating characteristics of an existing system. If Hybrid ESS, please select the configuration option:
 1. Hybrid Option A - ESS is charged exclusively by the DG
 2. Hybrid Option B - ESS will not export to the grid, only DG will.
 - a. Hybrid Option C - ESS may charge/discharge unrestricted, but grid consumption by ESS is netted out of grid exports¹.
 3. Hybrid Option D - ESS may charge/discharge unrestricted, but any consumption on the account is netted out of grid exports
 4. N/A - not Value Stack
- c. Market participation²
 1. Compensated under the LIPA Electric Service Tariff -If yes, please specify. Identify any associated use case stacking (i.e., parallel standby, net meter, VDER, import only, export only, peak shaving, generator firming, demand response, etc.) if applicable.
 2. NYISO markets? If yes, has the NYISO process been initiated? Please specify which anticipated NYISO market(s).
 3. As part of an NWA? If yes, please specify which associated NWA.
 4. Program or market not listed? If yes, please describe.
- d. Indicate whether the ESS and DG system inverter(s)/converter(s) are DC-coupled or AC-coupled and provide the following:
 1. DER Nameplate Ratings:
 - i. Storage inverter rating (kW) for AC-coupled or stand-alone systems;
 - ii. DG inverter rating (kW) for AC-coupled systems (if DG present); or
 - iii. DG + ESS inverter rating (kW) for DC-coupled systems.
 2. Storage capacity (kWh)³
- e. Provide specification data/rating sheets for both the AC and/or DC components including the manufacturer, model, and nameplate ratings (kW) of the inverter(s)/converters(s) and controllers for the ESS and/or DG system, and capacity of ESS unit(s) (kWh).

¹ ESS may have restricted charge/discharge to be defined in Question 2e

² Market participation information is non-binding but may be used to verify operating characteristics and metering configuration. Participation in NYISO markets and NWA programs may influence the technical study.

³ Kilowatt hour rating values are typically not utilized for impact review outside of a utility performance requirement under and NWA solution. However, kWh is required for utility reporting and is a mandatory data field.

APPENDIX J

f. Indicate the type of Energy Storage (ES) technology to be used. For example, NaS, Dry Cell, PB-acid, Li-ion, vanadium flow, etc.

g. Will the proposed project provide both real power and reactive power (PQ injection)?

b.h. Will the proposed project provide reactive power control, either via volt/VAR mod or specific power factor?

~~c.~~ Indicate how the ESS will be charged and/or act as a load: (1) Electrical Grid Only, (2) Unrestricted charging from Electrical Grid and/or DG system, (3) Restricted charging from Electrical Grid and/or DG Systems, or (4) charging from DG only.

~~d.~~ If the intended use case for the ES includes behind the meter backup services, please provide a description and documentation illustrating how the entire system disconnects from utility during an outage (e.g. mechanical or electronic, coordination, etc.).

~~e.~~ Provide the data sheet for the battery portion of the energy storage equipment, including the model, capacity (kWh), and manufacturer

~~f.~~ Provide specification data/rating sheets including the manufacturer, model, and nameplate ratings (kW) of the inverter(s)/converter(s) for the energy storage and/or DG system.

~~g.~~ Indicate any impacts of ambient temperatures on charging and discharging capabilities, specifically noting any restrictions on available capacity as a function of temperature and listed on the system facility's nameplate.

~~h.~~ Provide details on cycling (anticipated maximum cycles before replacement), depth of discharge restrictions, and overall expected lifetime regarding the energy storage components.

~~i.~~ Provide proposed inverter(s) power factor operating range and whether inverter(s) are single quadrant, two quadrant, or four quadrant operation.

~~j.~~ Provide details on whether the inverter(s)/converter(s) have any intrinsic grid support functions, such as autonomous or interactive voltage and frequency support. If they do, please describe these functions and default settings.

~~k.~~ Indicate whether the ES and DG system inverter(s)/converter(s) are DC coupled or AC coupled.

~~l.~~ Indicate whether the system inverter(s)/converter(s) is/are listed on the NY DPS "Certified Interconnection Equipment List"

~~a.~~ If the interconnected inverter(s)/converter(s) are not listed on the "Certified

Interconnection Equipment List" but are certified, provide a copy of the certificate of compliance.

~~b.~~ If the interconnected inverter(s)/converter(s) are not listed on the "Certified Interconnection Equipment List, or the storage and paired DG are AC coupled, please detail the use of control systems such as utility grade relays including AC and DC control schematics and relay logic.

~~c.~~ If the interconnected inverter(s)/converter(s) are not listed on the "Certified Interconnection Equipment List", please detail the verification of protection operation in equivalent deployments of the equipment configuration. For example, if this exact configuration has been previously deployed, please describe the project and reference the commissioning/test report.

~~d.~~ Identify if inverter analytical models are available for use in the utility's power flow analysis program, and if there are any restrictions on their use.

m.i. Indicate whether the interconnected inverters inverter(s)/converter(s) is/are compliant to the latest versions of the following additional standards. If partially compliant to subsections of the latest standards, please list those subsections:

1. IEEE 1547a-2018

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2. UL 1741 and its supplement SA

- j. List the system's maximum import in kW AC, including any equipment and ancillary loads (i.e., HVAC) to be installed to facilitate the ESS installation.
- k. Indicate desired ramp rates in kW/second during charging and discharging (worst case will be assumed if not provided). Please attach a charge and discharge data/curve.
- l. Is the ESS symmetrical or asymmetrical (e.g., charge magnitude equivalent to discharge magnitude)? Provide proposed inverter(s) power factor operating range and anticipated operational setpoints⁴ in the context of the expected two-quadrant or four-quadrant operation
- m. Indicate the maximum potential change in power magnitude expressed in equipment limitations such as per-second, minute, hour, or day and kW or % of kW as applicable.
- n. Indicate any specific operational limitations that will be imposed (e.g., will not charge or discharge across PCC between 2-7 pm on weekdays; ESS will not charge at any time that would increase customers peak demand, etc.). Charge/discharge at any time (24 hours) will be assumed by LIPA if not provided.
- o. Provide a summary of protection and control scheme functionality and provide details of any integrated protection of control schematics and default settings within controllers.
- p. Submit control schemes, electrical configurations, and sufficient details for PSEG Long Island to review and confirm acceptance of proposal. Detail any integrated control scheme(s) that are included in the interconnected inverter(s)/converters including a sequence of operations for expected events, energy flows, or power restrictions. For example, provide details if the ESS can be charged only through the DG input, or if the ESS can be switched to be charged from the line input, or if a control scheme is proposed to prohibit power flow directionality or peak values. Provide details on grounding of the interconnected ESS and/or DG system to meet LIPA's effective grounding requirements.
- q. Provide short circuit current capabilities and harmonic output from the hybrid ESS project or stand-alone ESS.
- ~~h~~-r. If the intended use case for the ESS includes behind-the-meter backup services, please provide a description and documentation illustrating how the entire system disconnects from the LIPA System during an outage (e.g., mechanical or electronic, coordination, etc.).

⁴ Final setpoints are subject to change per utility's direction

APPENDIX J

- ~~o. If the interconnected inverter(s)/converters are not compliant with the previously listed additional standards, please describe how utility grade protection, relay and controls are implemented between your hardware and the utility.~~
- ~~p. Detail any integrated protection that is included in the interconnected inverter(s)/converters. For example, describing over/under voltage/current frequency behavior and reconnection behavior would comply, such as solid state transfer switching or other.~~

2. Optional Questions:

Questions in this section are not required for a complete application, although any responses provided may support PSEG Long Island's decision to review the project performance in a manner that could result in less impact to the customer interconnection.

- a. Indicate whether the interconnected inverters inverter(s)/converter(s) is/are compliant to the latest versions of the following additional standards. If partially compliant to subsections of the latest standards, please list those subsections: a. SunSpec Common Smart Inverter Profile (CSIP) v2.103-15-2018
- b. Any other recognized standard or practice. Indicate the maximum frequency of change in operating modes (i.e., charging to discharging and vice-versa) that will be allowed based upon control system configurations.
- c. Provide details on standard communication as follows:
 - a. Hardware interfaces that are available, e.g., TCP/IP, serial, etc.
 - b. Protocols that are available, e.g., MODBUS, DNP-3, 2030.5, etc.
 - c. Data models that are available, e.g., 61850-90-7, SunSpec, MESA, 2030.5, OpenADR, etc.
- d. Provide details on whether the inverter(s)/converter(s) have any intrinsic grid support functions, such as autonomous or interactive voltage and frequency support. If so, please describe these functions and default settings.

System Operating Characteristics:

- ~~a. Identify the maximum nameplate rating in kW ac for each source (storage, any paired inverter-based distributed generation).~~
- ~~b. Identify the maximum net export and import of the Hybrid or Stand Alone system in kW ac~~
- ~~c. Indicate the maximum ramp rates during charging and discharging.~~
- ~~d. Indicate the maximum frequency of change of operating modes (i.e. charging to discharging and vice versa) that will be allowed based upon control system configurations~~
- ~~e. Indicate any specific and/or additional operational limitations that will be imposed (e.g. will not charge between 2-7pm on weekdays).~~
- ~~f. Provide a summary of protection and control scheme functionality and provide details of any integrated protection or control schematics and default settings within controllers.~~
- ~~g. Provide descriptions of any software functionality that enables intelligent charging and discharging of the ESS using interconnected DG, such as PV. For example, if the ESS can be charged only through the DG input, or if the ESS can be switched to be charged from the line input, provide those details in a sequence of operations. Provide details on grounding of the~~

APPENDIX J

~~interconnected energy storage and/or DG system to meet utility effective grounding requirements.
h. Provide short circuit current capabilities and harmonic output from the Hybrid Project or~~

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~~stand-alone storage system~~

- ~~i. Provide details on standard communication hardware interfaces that are available, e.g., TCP/IP, serial, etc.~~
- ~~j. Provide details on standard communication protocols that are available, e.g., MODBUS, DNP 3, 2030.5, etc.~~
- ~~k. Provide details on standard communication data models that are available, e.g., 61850-90-7, SunSpec, MESA, etc.~~

Market Participation:

- ~~a. Will the system operate in the NYISO markets? If yes, please specify.~~
- ~~b. Will the system be compensated under a utility tariff(s)? If yes, please specify.~~

~~The market participation information is non-binding; however, the operating characteristics as defined above will be used for technical study.~~

Date:

APPENDIX K

Appendix K – Project Construction Schedule

Applicant Name:

Project/PAM Number:

Developer:

*This Interconnection schedule depends upon receipt of funds along with notification to proceed, executed Interconnection Agreement, weather, equipment delivery, public opposition to right-of-way and timely Customer design submittals. Close coordination is required to sequence construction and planned interruption events. As a result, any final schedule requires mutual agreement and would be subject to change.

Milestone	Estimated Time Duration to Completion (Weeks)	Responsible Party
30 % Payment		Interconnection Customer
Administrative Setup		PSEG Long Island
Customer Submittals One Line and Three Line Diagrams Stamped Site Plans		Interconnection Customer
Review of drawings, shop drawings and Relay Setting		PSEG Long Island
Design Queue		PSEG Long Island
Permitting/Easements		PSEG Long Island
Upgrade Design – Line/POI/Substation Design		PSEG Long Island: Complete design to the point of material ordering
Progress Payment**		Interconnection Customer
Scheduling/Procurement		PSEG Long Island
Construction – Line/POI/Substation		PSEG Long Island / <u>Interconnection customer</u>
Verification Test Coordination Customer Witness Testing Energization/Permission to Operate		PSEG Long Island / <u>Interconnection customer</u> <i>Customer submittals required to be <u>approved</u> to schedule test</i>
Total Project Duration		PSEG Long Island /Interconnection Customer

- a. **The sequence of Milestone schedule might change for Non-CESIR projects.

APPENDIX L

Appendix L – Small Generator Certificate Of Completion

Is the Small Generator unit owner-installed? Yes _____ No _____

Installed System Total Output: _____ kW DC and _____ kW AC

Installed Energy Storage Total Output: _____ kW AC and _____ kWH

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generator (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by LIPA: _____

Application PAM ID number: _____

Inspection:

The Small Generator has been installed and inspected in compliance with the local

building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

APPENDIX M
INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW

Appendix M - Interconnection Agreement For A System
Greater Than 5 MW And Less Than 10 MW

INTERCONNECTION AGREEMENT
FOR A SYSTEM
GREATER THAN 5 MW AND LESS THAN 10 MW
AT [ADDRESS]

BETWEEN

LONG ISLAND LIGHTING COMPANY D/B/A LIPA

AND

[PARTY NAME]

APPENDIX M
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INTERCONNECTION AGREEMENT
FOR A SYSTEM
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THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, _____ by and between Long Island Lighting Company doing business as LIPA (“LIPA”), a corporation organized under the laws of the State of New York and a wholly-owned subsidiary of Long Island Power Authority (“Authority”) which is a corporate municipal instrumentality and political subdivision of the State of New York, each with its headquarters at 333 Earle Ovington Boulevard, Uniondale, New York 11553 and [PARTY NAME] organized under the laws of the State of [_____] (“Generator”), with its offices at [PARTY ADDRESS]. LIPA and Generator may be jointly referred to in this Agreement as the “Parties,” or individually as a “Party.” T&D Manager is not a party to this Agreement and is executing this Agreement solely on behalf of and as agent for LIPA.

WHEREAS, LIPA owns electric facilities and is engaged in the generation, transmission, distribution, and sale of electric energy in the State of New York; and

WHEREAS, T&D Manager is LIPA’s agent, will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including all attached exhibits as applicable; and

WHEREAS, Generator intends to construct, own, operate, and maintain (or cause to be constructed, operated, and maintained) an electric power generation facility (the “Plant”) to be located at [ADDRESS]; and

WHEREAS, Generator desires to interconnect the Plant with LIPA’s System; and

WHEREAS, LIPA desires to interconnect LIPA’s System with the Plant;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant, promise, and agree as follows:

ARTICLE 1
CONSTRUCTION AND DEFINITIONS

1.1 Construction. Any references herein to this Agreement, or to any other agreement, shall include any exhibits, attachments, and addenda hereto and amendments thereto, as the same may be amended from time to time.

1.2 Definitions. Any term used in this Agreement and not defined herein shall have the meaning customarily attributed to such term by the electric utility industry in the State of New York. When used with initial capitalization, unless otherwise defined herein, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below:

“**Affiliate**” means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control of a specified party. For purposes of this definition, “control” means the power to direct the management and policies of such entity or specified party, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. A voting interest of ten percent (10%) or more shall create a rebuttable presumption of control. The Parties acknowledge that the T&D Manager shall not be construed to be an Affiliate of LIPA as such term is defined and used herein.

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“Agreement” shall have the meaning identified in the Preamble and shall include all exhibits, schedules, appendices, and other attachments hereto and amendments thereto that may be made from time to time pursuant to the terms of this Agreement.

“Arbitrators” shall have the meaning set forth in Section 10.4 of this Agreement.

“Authority” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder.

“Business Day” means any day on which the Federal Reserve Member Banks in New York City are open for business, and shall extend from 8:00 a.m. until 5:00 p.m. local time for each Party’s principal place of business.

“Commercial Operation Date” means the date on which the Plant has successfully completed its Performance Test and all tests required in accordance with NYISO procedures to provide Output in the corresponding NYISO markets in accordance with the applicable rules promulgated by the NYISO, and is available and capable of delivering Output pursuant to the terms of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 15.1 of this Agreement.

“Cure Plan” shall have the meaning set forth in Section 9.2(b)(ii) of this Agreement.

“Date of Initial Interconnection” means the date on which the Plant is first electrically interconnected to LIPA’s System, which is intended to occur on or before [DATE].

“Demarcation Point” means the point of electrical interconnection between Generator’s Interconnection Facilities and LIPA’s Interconnection Facilities, located at [ADDRESS], as set forth in Exhibit A hereto.

“Disclosing Party” shall have the meaning set forth in Section 15.1 of this Agreement.

“Energy Storage System” means a commercially-available mechanical, electrical or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may stand-alone or be paired with a distributed generator at a point of common coupling.

“Environmental Law” means all former and current federal, state, local, and foreign laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives or orders (including consent orders) and Environmental Permits, in each case, relating to pollution or protection of the environment or natural resources, including laws relating to Releases or threatened Releases, or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, arrangement for disposal, transport, recycling or handling of Hazardous Substances.

“Environmental Permits” means the permits, licenses, consents, approvals and other governmental authorizations, with respect to Environmental Laws relating primarily to the operation of the Plant.

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“Event of Default” shall have the meaning set forth in Section 9.1 of this Agreement.

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“FOIL” shall have the meaning set forth in Section 15.3 of this Agreement.

“Force Majeure Event” shall have the meaning set forth in Article 12 of this Agreement.

“Generator” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder. Generator means the distributed generation facilities and Energy Storage System approved by the T&D Manager with a nameplate capacity of less than 10 MW ~~or less~~ located on the Interconnection Customer’s premises at the time T&D Manager approves such generator for operation in parallel with LIPA’s system. This Agreement relates only to such generator. The nameplate generating and energy storage capacity shall not exceed 10 MW in aggregate.

“Generator’s Interconnection Facilities” means all facilities and equipment identified on Exhibit A, that are located between the Plant and the Demarcation Point, including any modification, addition, upgrades or replacement of such facilities and equipment, necessary to Interconnect the Plant with LIPA’s System. Generator’s Interconnection Facilities are sole use facilities.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the State of New York during the term of this Agreement, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to delineate acceptable practices, methods or acts generally accepted by a significant portion of the electric utility industry operating in the State of New York.

“Hazardous Substance” means (i) any petrochemical or petroleum products, crude oil or any fraction thereof, ash, radioactive materials, radon gas, asbestos in any form, urea formaldehyde foam insulation or polychlorinated biphenyls, (ii) any chemicals, materials, substances or wastes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory affect contained in any Environmental Law or (iii) any other chemical, material, substance or waste which is prohibited, limited or regulated by any Environmental Law.

“Indemnified Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Indemnifying Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Interconnection” means the electrical interconnection of the Plant with LIPA’s System.

“Interconnection Customer” means the owner of the Generator or any entity that proposes to interconnect with LIPA’s Distribution System.

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“Interconnection Facilities” means Generator’s Interconnection Facilities, if any, and LIPA’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Plant and the Point of Attachment, including any modifications, additions, upgrades or replacements that are necessary to physically and electrically interconnect the Plant to LIPA’s System. Interconnection Facilities are sole use facilities and shall not include additions, modifications or upgrades to LIPA’s System.

“Interest Rate” shall have the meaning set forth in Section 3.4 of this Agreement.

“Lenders” means any Person, or agent or trustee of such Person, who provides financing for the Plant.

“LIPA” shall have the meaning set forth in the Preamble, including its successors and assigns as permitted hereunder.

“LIPA’s System” means the electric transmission and distribution system owned by LIPA and consisting of all real and personal property, equipment, machinery, tools and materials, and other similar items relating to the transmission and distribution of electricity to LIPA’s customers.

“LIPA’s Interconnection Facilities” means all facilities and equipment identified on Exhibit A, that are located between the Demarcation Point and the Point of Attachment, including any modifications, additions, upgrades or replacements of such facilities and equipment. LIPA’s Interconnection Facilities are sole use facilities and shall not include additions, modifications or upgrades to LIPA’s System.

“Material Modification” means a Modification to a Unit that may have adverse impacts on the LIPA’s system, LIPA customers, other projects, or applications in the interconnection queue.

“Metering Devices” means all meters, metering equipment, data processing equipment, and associated equipment used to measure, record or transmit data relating to the provision and transmission of Output from LIPA’s System to customers pursuant to the terms of this Agreement.

“Modification” means a change to the ownership, equipment, equipment ratings, equipment configuration, or operating conditions of the Unit.

“NYCA” means the New York Control Area.

“NYISO” means the New York Independent System Operator or any successor thereto that administers the wholesale electricity markets in the State of New York substantially as a whole, including without limitation, any regional transmission organization so authorized by the FERC.

“Other Party Group” shall have the meaning set forth in Section 11.10. (e) of this Agreement.

“Output” means collectively, the capacity, energy, and ancillary services produced by the Plant.

“Party” or “Parties” shall have the meaning set forth in the Preamble, together with any successor or assign, as permitted hereunder, of either.

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“Plant” shall have the meaning set forth in the Recitals, including the balance of plant equipment, fuel handling facilities, step-up transformer(s), output breakers, and necessary generation and transmission lines to connect to the Demarcation Point, and associated protective equipment.

“Performance Test” means the performance tests as more fully described in Exhibit J (D) hereto.

“Point of Attachment” means the point, as set forth in Exhibit J (A), where the Interconnection Facilities connect to LIPA’s System.

“Project Site” means that parcel of land where the Plant is located and described in the attached Appendix A; and located in [ADDRESS].

“Receiving Party” shall have the meaning set forth in Section 15.1(a) of this Agreement.

“Records” shall have the meaning set forth in Section 16.3 of this Agreement.

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment or within any building, structure, facility or fixture.

“RTO” means any regional transmission organization/independent transmission operator or organization, which is approved by the FERC pursuant to FERC Order No. 2000.

“Statute” shall have the meaning set forth in Section 16.3 of this Agreement.

“Summer Season” means, after the Commercial Operation Date, each of the periods from June 1 through September 30 of any year during the term of this Agreement.

“System Emergency” means the existence of a physical or operational condition or the occurrence of an event which, at the time of such occurrence or event that: (i) in the judgment of the Party making the claim, is imminently likely to endanger life or property, or (ii) in the case of LIPA, impairs or will imminently impair the safety and/or reliability of LIPA’s System or LIPA’s Interconnection Facilities, or (iii) in the case of Generator, impairs or will imminently impair the safety and/or reliability of the Plant or Generator’s Interconnection Facilities. System restoration and black start are part of a System Emergency, provided that Generator is not obligated to possess black start capability.

“System Pre-Emergency” means the existence of a physical or operational condition or the occurrence of an event which, at the time of such occurrence or event, could reasonably be expected, if permitted to continue, to lead to a System Emergency.

“T&D Manager” means PSEG Long Island LLC through its operating subsidiary Long Island Electric Utility Servco LLC, which has managerial responsibility for the day-to-day operation and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA, pursuant to that Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as amended from time to time (the “OSA”) or any other similar agreement or arrangement or any successor or assignee thereof providing certain operational, maintenance and other services to LIPA.

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ARTICLE 2
TERM

This Agreement shall become effective (the “Effective Date”) upon execution by both Parties, and shall remain in full force and effect, subject to termination as provided herein, for a period of ten (10) years from the Effective Date or such other longer period as the Generator may request and shall be automatically renewed for each successive one-year period thereafter. Generator shall have the right to cease operation of the Plant and terminate this agreement upon thirty (30) days’ notice to LIPA. Either Party may terminate this Agreement in accordance with Article 9.

ARTICLE 3
BILLING AND PAYMENT

3.1. Billing Procedures. Within twenty (20) Business Days after the first (1st) day of each month, each Party shall prepare an invoice for any outstanding and due costs, fees or other payments owed it by the other Party pursuant to this Agreement or otherwise subject to reimbursement by Generator. Each invoice shall delineate the month in which such costs or services were incurred or provided, shall fully describe the costs or services incurred or rendered, and shall be itemized to reflect the incurrence of such costs and the provision of such services. Each Party shall pay the undisputed invoiced amount, if any, to the other Party on or before the thirtieth (30) day following receipt of the other Party’s invoice. Payment of invoices by either Party shall not relieve the paying Party from any responsibilities or obligations it has under this Agreement, nor shall it constitute a waiver of any claims arising hereunder nor shall it prejudice either Party’s right to question the correctness of such billing.

3.2 Billing Payment Addresses

- i. T&D Manager:
PSEG Long Island
Power Asset Management (PAM)
175 East Old Country Road
Hicksville, New York 11801
Attention: Manager, PSEG Long Island Power Asset Management

With a copy to LIPA:
Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Vice President of Power Markets

- ii. Generator:
[NAME]
[ADDRESS]
Attention:
Fax: _____

or such other and different addresses as may be designated in writing by the Parties.

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3.3 Billing Disputes.

- (a) Notice. A Party receiving any invoice from the other Party shall examine same to ensure that it has been calculated correctly, and shall promptly notify the billing Party of any errors therein which the receiving Party in good faith believes have been made, along with the facts providing the basis for such belief. The billing Party will promptly review such complaint and reply to the specific claims made by the receiving Party.
- (b) Dispute Resolution. If the Parties are unable to settle the contested portion of any invoice, such dispute shall be settled in accordance with Article 10.
- (c) Obligation to Pay Uncontested Amounts. The existence of a dispute with regard to any payment due shall not relieve the indebted Party of any obligation to timely pay any uncontested amounts due under this Agreement or from fulfilling any other obligation under this Agreement.
- (d) Payment of Disputed Amounts. Upon resolution of a dispute in respect to any disputed amount, a party shall pay interest on any unpaid amount determined to be owed to the other party from the date due under the original invoice until date of payment. Such interest shall be computed at the effective interest rate as established by Section 2880 of the Public Authorities Law of the State of New York, and any successor thereto (the "Interest Rate").
- (e) Deadline for Disputing Amounts. Except in instances where it is demonstrated that fraud hindered the discovery of billing errors, any claims for adjustments must be made within two (2) years of when the invoice was issued.

3.4 Interest. If either Party fails to make any payment required by this Agreement when due, including contested portions of invoices, or if due to an incorrect invoice issued by a Party, the other Party may request an overpayment requiring a refund by the billing Party, such amount due shall bear interest at the Interest Rate for each day from the due date of the payment or the date on which the overpayment was made until the date of payment. Payments mailed on or before the due date shall not be charged interest for the period of mailing. If the due date of any payment falls on a Sunday or legal holiday, the next Business Day shall be the last day on which payment can be made without interest charges being assessed.

3.5 Survival. The provisions of this Article 3 shall survive termination, expiration, cancellation, suspension, or completion of this Agreement to the extent necessary to allow for final billing and payment.

ARTICLE 4
REGULATORY APPROVALS

4.1 Generator shall be responsible for obtaining and maintaining the effectiveness of all necessary governmental permits required for Generator to construct, operate maintain and replace Generator's Interconnection Facilities. LIPA shall be responsible for obtaining and maintaining the

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effectiveness of all necessary governmental permits required for LIPA to construct, operate, maintain, and replace LIPA's Interconnection Facilities.

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ARTICLE 5
SALE OF ELECTRICITY

There shall be no sale of electricity to LIPA under this Agreement.

ARTICLE 6
INSTALLATION, OPERATION, AND MAINTENANCE
OF THE INTERCONNECTION FACILITIES

6.1 LIPA shall interconnect the Plant with LIPA's System at the Point of Attachment, permit the Plant to operate in parallel with LIPA's System, and shall provide all services reasonably necessary to achieve these purposes.

6.2 Generator shall be responsible, for (a) all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, operating, maintaining, and replacing the Generator's Interconnection Facilities and for providing data acquisition and control interfaces to permit the safe and reliable operation of the Interconnection Facilities in accordance with Good Utility Practice and the NYISO Tariff and Rules, and (b) all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, operating, maintaining, and replacing LIPA's Interconnection Facilities. An estimate of the initial cost of LIPA's Interconnection Facilities is set forth in Exhibit E. Generator shall reimburse LIPA for all costs of designing, engineering, procuring, constructing, installing, commissioning, testing, and replacing LIPA's Interconnection Facilities. Generator shall reimburse LIPA on a monthly basis for maintenance costs of the Interconnection Facilities in accordance with the applicable Service Classification tariff in LIPA's retail electric tariff (presently Service Classification No.11). LIPA, through its T&D Manager, will invoice Generator for the foregoing costs.

6.3 Generator shall design, engineer, procure, construct, install, commission, test, operate, maintain, and replace Generator's Interconnection Facilities in conformance with: (a) the design specifications, construction standards, performance requirements, and operating standards specified in Appendices B, C, and D to this Agreement; (b) the testing procedures for the Generator's Interconnection Facilities, specified in Exhibit D to this Agreement; (c) all applicable laws, rules and regulations of federal, state and local governmental authorities that have jurisdiction over Generator with respect to the Generator's Interconnection Facilities; (d) Good Utility Practice.

6.4 Generator shall design, engineer, procure, construct, install, commission, test, operate, and maintain the Plant in accordance with: (a) the design specifications, construction standards, performance requirements, and operating standards specified in Appendices B, C, and D to this Agreement; (b) the testing procedures for the Plant, specified in Exhibit D to this Agreement; (c) all applicable laws, rules and regulations of federal, state, and local governmental authorities that have jurisdiction over Generator with respect to the Plant; and (d) Good Utility Practice.

6.5 Prior to the Date of Initial Interconnection, the Parties shall jointly develop detailed testing procedures for the Interconnection Facilities, to the extent any such procedures are not adequately specified as part of the applicable NYISO Tariff and Rules or within Exhibit D.

6.6 Prior to the date of Initial Interconnection, the Parties shall also jointly develop a detailed set of coordinated operating instructions. The operating instructions shall be developed in accordance

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with this Agreement and any other binding agreement between the Parties in effect during operation of the Plant.

6.7 If applicable, LIPA shall undertake design of and performance of verification studies for the Plant.

6.8 In order for LIPA to make a timely assessment of Generator's compliance with the requirements of Section 6.4 of this Agreement, prior to the Date of Initial Interconnection, Generator will submit to LIPA for LIPA's review, engineering drawings of the Plant, including detailed one-line functional relaying drawings, three-line alternate current ("AC") schematics, and all AC and direct current control schematics associated with the Plant. Such engineering drawings shall be of sufficient scope and detail to permit LIPA to reasonably assess Generator's compliance with the design requirements of Section 6.4 of this Agreement. Generator will send final engineering drawings to LIPA at least one (1) month prior to the Date of Initial Interconnection. LIPA shall provide written approval of the final engineering drawings promptly after Generator's submission to LIPA and prior to the Date of Initial Interconnection, which written approval shall not be unreasonably withheld or delayed. The Plant shall not be interconnected with LIPA's System until the Generator's Interconnection Facilities and the Plant have been approved by the New York Board of Fire Underwriters (or other similar body having jurisdiction).

6.9 Generator shall have the right to install its own meters at the Plant and shall maintain them according to Good Utility Practice. Prior to the Commercial Operation Date, Generator shall install, to specifications provided by LIPA and at Generator's expense, adequate metering and communications equipment as described in Appendices A and B. Generator shall pay the monthly charges associated with such communication channel(s).

6.10 Except as otherwise provided herein, each Party shall maintain its equipment and facilities and perform its maintenance obligations that could reasonably be expected to affect the operations of the other Party, according to Good Utility Practice. Unless the Parties mutually agree to a different arrangement, neither Party shall be responsible for performing the maintenance of the other Party's equipment, regardless of the location of said equipment.

6.11 Each Party may request, pursuant to Good Utility Practice, that the other Party test, calibrate, verify or validate its telemetering, data acquisition, protective relay equipment, control equipment or systems, or any other equipment or software pursuant to Good Utility Practice or for the purpose of troubleshooting problems on interconnected facilities, consistent with the other Party's obligation to maintain its electric generation equipment and facilities.. In the event that such testing reveals that no problems exist with the equipment or systems in question, the Party requesting such testing shall be responsible for all costs and expenses related to the requested test(s). Each Party shall be responsible for all costs to test, calibrate, verify or validate its own equipment or software at intervals required by NYISO or any successor RTO. Each Party shall supply the Party requesting the test, at no cost to such Party, with copies of the resulting inspection reports, installation and maintenance documents, test and calibration records, verification and validations of the telemetering, data acquisition, protective relay, or other equipment or software.

6.12 From time to time, modifications may be required of the Interconnection Facilities due to, but not limited to, general usage, unforeseen damage, operating requirements of the Plant, or operating requirements of LIPA's System. When such modifications are required, the Parties will jointly determine

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the reason for the modification. Generator shall be responsible for all costs associated with modifications to the Interconnection Facilities that are required to accommodate the interconnection of Generator's Plant. Any modifications to the Interconnection Facilities during the term of this Agreement must conform to the requirements of Exhibit B to this Agreement. If deemed to be a Material Modification, the modification will be studied pursuant to the procedures in the SGIP for new applications.

ARTICLE 7
ISOLATION RIGHTS

7.1 LIPA shall be responsible for installing such equipment or control system as determined by LIPA to allow for the disconnection of the Plant from LIPA's System. LIPA shall at all times during the term of this Agreement have access to the disconnect switch as indicated in Exhibit A to this Agreement, to electrically isolate the Plant from LIPA's System pursuant to Section 7.4.

7.2 LIPA shall design, operate, and maintain LIPA's Interconnection Facilities so such equipment or control system automatically disconnects the Plant from LIPA's System in the event of: (a) the occurrence of a fault on that portion of LIPA's System serving the Plant, in accordance with the requirements specified in this Agreement; (b) de-energization of the portion of LIPA's System that interconnects with the Plant; (c) an equipment failure or other condition occurring in the Interconnection Facilities or the Plant which creates or contributes to a System Emergency or System Pre-Emergency.

7.3 LIPA shall design, operate and maintain LIPA's Interconnection Facilities to fail in an open position, so that the Plant and LIPA's System will disconnect if there is any failure of a disconnect device on the Interconnection Facilities.

7.4 LIPA shall give advance notice to Generator of the need for disconnection of the Plant from LIPA's System, and coordinate with Generator on any such disconnection of the Plant, provided however, that LIPA may, in accordance with Good Utility Practice, disconnect the Plant without prior notice to Generator and maintain such disconnection if:

- (a) failing to disconnect the Plant from LIPA's System would create or contribute to a System Emergency or System Pre-Emergency;
- (b) immediate maintenance operations are required on LIPA's System to prevent a System Emergency or System Pre-Emergency; or
- (c) isolation is required to facilitate restoration of system outages or for safety considerations.

7.5 Whenever LIPA disconnects the Plant without prior notice to Generator, LIPA shall provide immediate oral notice, to be followed by written notice to Generator within one (1) day of such disconnection, which oral and written notice shall provide the reason, and, if possible, the expected duration of such disconnection.

7.6 LIPA may also request Generator to disconnect the Plant to perform non- immediate maintenance operations on LIPA's System that (a) are consistent with Good Utility Practice, including disconnecting the Plant in order to interconnect another generator to LIPA's System, and (b) require the Plant to be disconnected in order for LIPA to perform such maintenance on LIPA's System, provided that

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a minimum of twenty-four (24) hours of advance notice and an estimate of the duration of such disconnection are provided to Generator by LIPA. To the extent possible, LIPA will schedule all such maintenance operations of LIPA's System and LIPA's Interconnection Facilities at times that are mutually convenient for LIPA and Generator and in accordance with Good Utility Practice and taking into consideration Generator's schedule of planned outages.

7.7 Following any LIPA disconnection of the Plant, reconnection shall occur when:

- (a) all existing System Emergency or System Pre-Emergency conditions have been corrected; or
- (b) in the case of maintenance required on LIPA's System, such maintenance has been completed; and
- (c) it is safe to do so in accordance with Good Utility Practice.

7.8 Generator shall give advance notice to LIPA of the need for disconnection of the Plant from LIPA's System (other than regularly planned disconnections as required under LIPA Tariff SC-13), and coordinate with LIPA on any such disconnection of the Plant, provided however, that Generator may disconnect the Plant without prior notice to LIPA and maintain such disconnection if:

- (a) failing to disconnect the Plant from LIPA's System would create or contribute to a System Emergency or System Pre-Emergency;
- (b) immediate maintenance operations are required to prevent a System Emergency or System Pre-Emergency; or
- (c) isolation is required for safety considerations.

7.9 Whenever Generator disconnects the Plant without prior notice to LIPA, Generator shall inform LIPA as quickly as possible of the time, reason, and, if possible, the expected duration of such disconnection.

7.10 Following any Generator disconnection of the Plant, reconnection shall occur when:

- (a) all existing System Emergency or System Pre-Emergency conditions have been corrected; or
- (b) in the case of maintenance, such maintenance has been completed; and
- (c) it is safe to do so in accordance with Good Utility Practice.

ARTICLE 8
INSPECTION AND ACCESS RIGHTS

8.1 Generator shall provide LIPA with access to the Interconnection Facilities located on the Project Site at reasonable times, including weekends, and upon reasonable prior notice. The notice condition does not apply in the case of a System Emergency, and LIPA shall at all times during the term

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of this Agreement have access to the disconnect switch, as indicated in Exhibit A to this Agreement, to electrically isolate the Plant from LIPA's System pursuant to Article 7.

8.2. While at the Project Site, all representatives of LIPA shall observe such safety precautions as may be required by law or by Generator, and shall conduct themselves in a manner that is consistent with Good Utility Practice and that will not interfere with the operation of the Plant or the Generator's Interconnection Facilities.

8.3 Neither Party shall construct any facilities or structures or engage in any activities that will interfere with the rights granted to the other Party under this Agreement or rights-of-way, licenses, or easements secured by and/or for the other Party.

8.4 The access rights granted hereunder shall be effective for the term of this Agreement and shall neither be revoked, nor shall either Party take any action that would impede, restrict, diminish, or terminate the rights of access or use granted by such access rights.

8.5 Each Party shall have the right to inspect or observe, at its own expense, the maintenance activities, equipment tests, installation, construction, or other modifications to the other Party's Interconnection Facilities and associated telecommunication facilities, as the case may be, which may reasonably be expected to adversely affect the observing Party's operations or liability. The Party desiring to inspect or observe shall notify the other Party in accordance with the notification procedures set forth in Article 13 of this Agreement. If the Party inspecting the equipment, systems, or facilities observes any deficiency or defects that may be reasonably be expected to adversely affect the operations of the observing Party's system or facilities, the observing Party shall notify the other Party, and the other Party shall make any corrections necessitated by Good Utility Practice.

8.6 Subject to the provisions of Section 11.1, each Party shall be solely responsible for and shall assume all liability for the safety and supervision of its own employees, agents, representatives, and subcontractors. All work performed by either Party that reasonably could be expected to affect the operations of the other Party shall be performed in accordance with all applicable laws, rules, and regulations pertaining to the safety of persons or property, including, without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970, as amended from time to time, the National Electrical Safety Code, as amended from time to time, and Good Utility Practice.

ARTICLE 9
EVENTS OF DEFAULT; TERMINATION

9.1 Event of Default. The occurrence of one or more of the following events so long as the same is continuing shall constitute an "Event of Default" under this Agreement:

- (a) Failure by either Party to substantially perform any material obligation under this Agreement, and which failure continues for a period of forty-five (45) days after notice thereof has been received by such Party from the non-defaulting Party; or

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- (b) Failure by either Party to pay any undisputed amount due under this Agreement which continues for a period of thirty (30) days after notice of such non-payment is delivered to the defaulting Party; or
- (c) The dissolution or liquidation of a Party or the issuance of any order, judgment or decree by a court of competent jurisdiction under the bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction whether now or hereafter in effect adjudicating a Party bankrupt or insolvent or otherwise granting relief under any such law; or
- (d) A Party petitions or applies to any tribunal for, or consents to the appointment of or taking possession by, a receiver, liquidator, custodian, trustee or similar official of such Party or of a substantial part of the assets of such Party; or any such petition or application is filed or any such proceedings are commenced against a Party and such Party by any act indicates its approval thereof, consent thereto or acquiescence therein or such petition or application remains undismissed for sixty (60) days; or
- (e) A Party makes a general assignment for the benefit of its creditors or makes an admission in writing that it is unable to pay its debts generally as they become due; or
- (f) The revocation or loss of any license, permit, or other governmental approval (i) materially affecting Generator's ability to operate the Plant or Generator's Interconnection Facilities, or (ii) materially affecting LIPA's ability to operate LIPA's Interconnection Facilities, provided that but for Generator's or LIPA's negligence, as the case may be, no such revocation or loss of such license, permit or other governmental approval would have ensued.

9.2 Notice and Opportunity to Cure Event of Default. Upon actual discovery of an Event of Default, a Party claiming the occurrence of such Event of Default must promptly provide the alleged defaulting Party with a Notice of Default and the defaulting Party shall have, in the case of failure to pay any undisputed amount, thirty (30) days and, in other defaults, forty-five (45) days to complete one of the following:

- (a) cure the Event of Default; or
- (b) if such default reasonably requires additional time to cure then such defaulting Party will, from the date such Party receives the Notice of Default, have (i) such longer time as is reasonable under the circumstances, not to exceed the greater of one hundred and eighty (180) days or to the mid-point of the next Summer Season to complete such cure or (ii) if the defaulting Party provides a commercially reasonable cure plan acceptable to the other Party that requires more time than provided in Section 9.2 above ("Cure Plan"), then the defaulting Party shall be extended such additional time provided for in the Cure Plan to cure the Event of Default and the other Party shall have no right to terminate this Agreement, provided that the defaulting Party diligently pursues such Cure Plan; or
- (c) undertake dispute resolution pursuant to Article 10.

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9.3 Dispute of Claim of Event of Default. If, within thirty (30) days of the service of a Notice of Default pursuant to Section 9.2, the Party alleged to be in default disputes in writing that an Event of Default has occurred, either Party may seek resolution of such dispute pursuant to the terms of Article 10, and this Agreement shall not be terminated by the Party claiming the occurrence of the Event of Default prior to such resolution of such dispute pursuant to the procedures of Article 10.

9.4 Remedies. This Agreement may be terminated by the non-defaulting Party effective immediately upon the non-defaulting Party providing written notice to the defaulting Party of termination if: (a) the defaulting Party or its Lenders fail to cure the Event of Default within the cure periods provided under Section 9.2 and any action for dispute resolution under Article 10 with respect to the alleged Event of Default has been completed and not determined favorably to the allegedly defaulting party; or (b) through the dispute resolution process under Article 10, it is determined that an Event of Default has occurred and the defaulting Party, pursuant to terms of this Agreement has not cured or diligently endeavored to cure, the default, as the case may be. Upon termination, the non-defaulting Party shall be entitled to such damages as are available at law and equity, subject to Article 11 hereof. The termination of this Agreement under this Section 9.4 shall not discharge either Party from any obligations, which may have accrued under this Agreement prior to such termination.

ARTICLE 10
DISPUTE RESOLUTION

10.1 Any dispute arising out of, or relating to, this Agreement, with the exception of termination pursuant to Section 9.4 or a breach of a Party's indemnity obligations under Article 11 or a Party's obligations under Article 15 of this Agreement, shall be subject to the dispute resolution procedures specified in this Article 10 which shall constitute the sole and exclusive procedures for the resolution of such disputes.

10.2 The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through negotiation conducted in good faith between executives of the Parties having authority to reach such a settlement. Either Party may by written notice to the other Party, refer any such dispute or claim for advice or resolution to mediation by a suitable mediator. The mediator shall be chosen by the mutual agreement of the Parties. If the Parties are unable to agree on a mediator, each Party shall designate a qualified mediator who, together with the mediator designated by the other, shall choose a single mediator for the particular dispute or claim. If the mediator chosen is unable, within thirty (30) days of such referral to reach a determination that is acceptable to the Parties, the matter shall be referred to arbitration as set forth below. All negotiation and mediation discussions pursuant to this Section 10.2 shall be confidential, subject to applicable law, and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and applicable state rules of evidence.

10.3 Except for claims for temporary injunctive relief under Section 10.5, neither Party shall bring any action at law or in equity to enforce, interpret, or remedy any breach or default of this Agreement without first complying with the provisions of this Article 10; provided however, that if the Arbitrators (as defined below) fail to issue a decision within one hundred eighty (180) days after the commencement of arbitration under Section 10.4, then either Party may bring any action at law or in equity to seek enforcement, interpretation or remedy of any breach of this Agreement.

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10.4 Any dispute subject to resolution under this Article 10, which has not been resolved by discussion or mediation within thirty (30) days from the date that either negotiations or mediation shall have commenced and which is not subject to the FERC's jurisdiction shall be settled by arbitration before three (3) independent and impartial arbitrators (the "Arbitrators") in accordance with the then current commercial arbitration rules of the American Arbitration Association, except to the extent that such rules are inconsistent with any provision of this Agreement, in which case the provisions of this Agreement shall be followed, and except that the arbitration under this Agreement shall not be administered by the American Arbitration Association without the express agreement of the Parties. The Arbitrators shall be (i) independent of the Parties and disinterested in the outcome of the dispute, (ii) persons otherwise experts in the electric utility industry, including bulk power markets and transmission systems, and (iii) qualified in the subject area of the issue in dispute. The Parties shall choose the Arbitrators within thirty (30) days, with each Party choosing one Arbitrator and those two Arbitrators choosing the third Arbitrator. Judgment on the award rendered by the Arbitrators may be entered in any court in the State of New York having jurisdiction thereof. If either Party refuses to participate in good faith in the negotiations or mediation proceedings described in Section 10.2, the other Party may initiate arbitration at any time after such refusal without waiting for the expiration of the applicable time period. Except as provided in Section 10.5 relating to provisional remedies, the Arbitrators shall decide all aspects of any dispute brought to them including attorney disqualification and the timeliness of the making of any claim.

10.5 Either Party may, without prejudice to any negotiation, mediation or arbitration procedures, proceed in the courts of the State of New York to obtain provisional judicial relief if, in such Party's sole discretion, such action is necessary to protect public safety, avoid imminent irreparable harm, provide uninterrupted electrical and other services, or preserve the status quo pending the conclusion of any dispute resolution procedures employed by the Parties or pendency of any action at law or in equity. Except for temporary injunctive relief under this Section, neither Party shall bring any action at law or in equity to enforce, interpret, or remedy any breach or default of this Agreement without first complying with the provisions of this Article; provided, however, that if the Arbitrators fail to issue a decision within one hundred eighty (180) days after the commencement of arbitration under Section 10.3, then either Party may bring any action at law or in equity to seek enforcement, interpretation or remedy of any breach of this Agreement.

10.6 The Arbitrators shall have no authority to award damages excluded under Article 11 or any other damages aside from the prevailing Party's actual, direct damages plus interest at the Interest Rate for each day commencing on the date such damages were incurred through date of payment. The Arbitrators shall not have the authority to make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The Arbitrators' award shall be in writing and shall set forth the factual and legal bases for the award. The Parties to the arbitration shall each bear their own litigation expenses for the arbitration and shall evenly divide the common costs of the arbitration.

10.7 Unless otherwise agreed to in writing or prohibited by applicable law, the Parties shall continue to provide service, honor all commitments under this Agreement, and continue to make payments in accordance with this Agreement during the course of any dispute resolution under this Article and during the pendency of any action at law or in equity or any arbitration proceeding relating hereto.

10.8 All applicable statutes of limitation and defenses based upon the passage of time and similar contractual limitations shall be tolled while the procedures specified in this Article 10 are pending.

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The Parties will take such action, if any, required to effectuate such tolling. Without prejudice to the procedures specified in this Article 10, a Party may file a complaint for statute of limitations purposes, if in its sole judgment such action may be necessary to preserve its claims or defenses. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Article 10.

10.9 The Arbitrators shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, the production of requested documents, the exchange of summaries of testimony of proposed witnesses, and the examination of the Parties by deposition. The Parties hereby agree to produce all such information as ordered by the Arbitrators and shall certify that they have provided all applicable information and that such information was true, accurate and complete

10.10 The site of any arbitration brought pursuant to this Agreement shall be in a location in Nassau County, New York County or Suffolk County as is mutually agreed to by the Parties.

ARTICLE 11
INDEMNITY, LIMITATION OF LIABILITY; INSURANCE

11.1 Indemnity. Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold the other Party and T&D Manager (the “Indemnified 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, the alleged violation of any Environmental Law, or the release or threatened release of any Hazardous Substance, demands, suits, recoveries, costs and expenses, court costs, attorneys’ fees, and all other obligations by or to third parties, arising out of or resulting from (a) the Indemnifying Party’s performance of its obligations, or its actions or inactions, under this Agreement, except as expressly provided otherwise herein, (b) the Indemnified Party’s actions or inactions in performing obligations on behalf of the Indemnifying Party in accordance with this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party or (c) the violation by the Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of any Hazardous Substance.

11.2 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 11 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article 11, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

11.3 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 11, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party’s actual loss, net of any insurance or other recovery, except that any insurance carrier shall be subrogated to the Indemnified Party’s interest to the extent of any insurance recovery paid to the Indemnified Party.

11.4 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 11 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless and to the extent that such failure or delay is materially prejudicial to the Indemnifying Party.

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11.5 Except as stated below, the Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

11.6 The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

11.7 LIPA Equipment Design and Review. Notwithstanding any other provisions of this Agreement, neither LIPA or T&D Manager, or their officers, trustees, employees, and agents nor those of their parents shall be liable to Generator, or its contractors or subcontractors, for any claims, costs, expenses, losses, lawsuits, judgments, attorney's fees or damages arising out of LIPA's or T&D Manager's equipment design and review, except for instances arising out of LIPA's failure to act in accordance with Good Utility Practice, gross negligence or willful misconduct. Generator shall indemnify and hold LIPA and T&D Manager, and their officers, trustees, employees, and agents, harmless from any claims, costs, expenses, losses, damages or judgments made against LIPA and/or T&D Manager or incurred by any of Generator's contractors or subcontractors except for instances arising out of LIPA's failure to act in accordance with Good Utility Practice, gross negligence or willful misconduct. This indemnification and hold harmless obligation shall be separate from and independent of any other obligations of Generator to indemnify and hold harmless LIPA and its officers, directors, employees, and agents.

11.8 Consequential Damages. Except for indemnity and defense of action obligations set forth in this Article 11, in no event shall either Party or T&D Manager be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages (including attorney's fees or litigation costs), including but not limited to loss of profit, revenue or opportunity, loss of the use of equipment or facilities, cost of capital, cost of temporary or substitute equipment, facilities, services or replacement power, down time costs; and claims of customers of either Party, connected with, or resulting from, performance or non-performance of this Agreement or any action undertaken in connection with, or related to this Agreement, including, without limitation, any such damages which are based upon causes of action for breach of contract, tort (including negligence and misrepresentation), breach of warranty or strict liability.

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11.9 Survival. Each Party's indemnification and defense of action obligations under this Article for acts or occurrences prior to the expiration, termination, completion, suspension or cancellation of this Agreement shall continue in full force and effect regardless of whether this Agreement expires, terminates, or is suspended, completed or canceled. Except as noted above, such obligations shall not be limited in any way by any limitation on insurance, by the amount or types of damages, or by any compensation or benefits payable by the Parties under workers' compensation acts, disability benefits acts or other employee acts, or otherwise.

11.10 Insurance. Prior to the commencement of this Agreement, Certificates of Insurance from Generator and LIPA and / or all of Generator's and LIPA's contractors / subcontractors that perform activities on the Project Site relative to this Agreement, shall be furnished to Generator and LIPA, as the case may be. Each Party shall, at its own expense, maintain in force throughout the term of this Agreement, and until released by the other Party, the following minimum insurance coverage, with insurers authorized to do business in the State of New York. The generator must have added T&D Manager, LIPA, and the Authority as additional insureds under the following coverages:

- (a) Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Attachment is located.
- (b) Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000.00) per occurrence/one million dollars (\$1,000,000.00) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- (c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and property damage.
- (d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of twenty million dollars (\$20,000,000.00) per occurrence/twenty million dollars (\$20,000,000.00) aggregate.
- (e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. For LIPA, Other Party Group shall include the Authority and T&D Manager and its affiliates. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to the Other Party

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Group prior to anniversary date of cancellation or any material change in coverage or condition. Insurance as specified herein must be maintained at all times during the life of this Agreement. Each Party shall provide the other Party with renewal certificates if said insurance policies are to expire prior to the expiration or termination of this Agreement. Said certificates must be provided within ten (10) days after the renewal date. Insurance as specified herein must be maintained at all times throughout the term of this Agreement.

- (f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one (1) insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- (g) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall be on an occurrence basis.
- (h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.
- (i) Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- (j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Article 11 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of this Article 11. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Article 11. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Article 11.
- (k) The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

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ARTICLE 12
FORCE MAJEURE

12.1 The term “Force Majeure Event” as used herein means those acts, omissions or circumstances which are outside of the affected Party’s control and which could not be reasonably anticipated or avoided in accordance with Good Utility Practice, including without limitation any act of God, strikes or other labor disputes, acts of the public enemy, accidents, war (declared or otherwise), invasion, civil disturbance, riots, fires, storms, flood, ice, earthquakes, explosions, or action or inaction of a Governmental Authority (other than LIPA) that precludes the construction, interconnection or operation of the Plant. A Force Majeure Event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

12.2 If a Force Majeure Event causes either Party to be rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments under this Agreement when due, that Party shall be excused from performance or liability for damages to the other Party solely to the extent and during such period such Party’s performance is affected.

12.3 Any Party claiming Force Majeure shall: (i) provide prompt oral notice followed by written notice to the other Party within three (3) Business Days of such Force Majeure Event giving a detailed written explanation of the event and estimate of its expected duration and probable effect on the performance of that Party’s obligations hereunder, and (ii) use due diligence in accordance with Good Utility Practice to continue to perform its obligations under this Agreement to the extent unaffected by the Force Majeure Event and to remove promptly the condition that prevents performance and to mitigate the effects of the same, except that settlement of any strike or labor dispute shall be in the sole judgment of the affected Party.

12.4 No obligations of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance are excused as a result of the occurrence.

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**ARTICLE 13
NOTICES**

All notices shall be in writing and shall be deemed sufficiently given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, hand-delivered, sent by facsimile transmission (confirmed in writing) or sent by recognized overnight courier service, addressed as follows:

To LIPA:

PSEG Long Island
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Vice President of T&D Operations

With a copy to:
Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: General Counsel
Fax: (516) 222-9137

To T&D Manager:

PSEG Long Island
Power Asset Management (PAM)
175 East Old Country Road
Hicksville, New York 11801
Attention: Manager, Power Asset Management

To Generator:

[NAME]
[ADDRESS]
Attention: **[NAME AND TITLE]**
Fax: _____

or such other and different addresses as may be designated in writing by the Parties.

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ARTICLE 14
ASSIGNMENT OR TRANSFER

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred, by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed; provided that this Agreement may be assigned to an Affiliate with the understanding that no such assignment shall relieve the assigning Party from its obligations hereunder; and further provided that the restrictions on assignment contained in this Article shall not in any way prevent either Party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness.) Except as otherwise provided in this Article, a Party shall only consent to an assignment by the assigning Party if, in the non-assigning Party's reasonable judgment, the assignee is fully capable of performing all of the assigning Party's obligations under this Agreement and possesses the technical capability, experience, and financial capability to perform in the manner required. At least thirty (30) days prior to the effective date of the proposed assignment, the assigning Party shall deliver to the non-assigning Party an assignment and assumption agreement, duly executed, in which the assignee unconditionally assumes all of its assignor's obligations to the non-assigning Party and agrees to be bound by all of the terms and conditions of this Agreement, and whereby the assignee makes certain additional representations and warranties as appropriate for assignee as contained in this Section. Any purported assignment of this Agreement not in accordance with this Article shall be of no force and effect. Provided however, that a proposed assignment, notice of which is provided less than thirty (30) days prior to its proposed effective date shall be effective thirty (30) days following such notice.

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ARTICLE 15
CONFIDENTIALITY

15.1 Claim of Confidentiality.

- (a) In connection with this Agreement, the Parties and T&D Manager may exchange information that is deemed to be confidential whether such information is provided in written, oral, electronic or other format ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." The Disclosing Party shall mark all written Confidential Information as "Confidential," "Proprietary" or the like and in the case of Confidential Information that is communicated orally, the Disclosing Party shall within thirty (30) days' follow up such communication with a writing addressed to the Receiving Party generally describing the information and identifying it as Confidential Information. The Parties acknowledge that all information disclosed by Generator in connection with costs, pricing or operation of the Plant shall be treated as Confidential Information whether or not such information is marked or identified as Confidential Information. LIPA shall not disclose such Confidential Information without Generator's written consent, which may be withheld in Generator's sole discretion, unless LIPA is otherwise required by law to make such disclosure.
- (b) The Receiving Party shall protect the Confidential Information from disclosure to third parties consistent with the provisions of this Article 15 and subject to applicable law, provided however, a Receiving Party may disclose Confidential Information to its Affiliates, Lenders, employees, agents or representatives of such Receiving Party, where such Affiliate, Lender, employee, agent or representative expressly agrees to be bound by the terms of this Article 15 and provided further that the Receiving Party shall be liable for any breach by its Affiliates, Lenders, employees, agents or representatives.
- (c) It is further understood and agreed that money damages would not be sufficient remedy for any breach of this Article 15, and that if a Party breaches this Article 15, the Party disclosing Confidential Information to such breaching Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. The breaching Party agrees to waive any requirement for the posting of a bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Article 15 but shall be in addition to all other remedies available at law or equity. In the event of any legal action based upon or arising out of this Article 15, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees and costs from the other Party.

15.2 Compliance with Law. If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not

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pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded the Confidential Information by relevant third parties.

15.3 Compliance with the Freedom of Information Law. If LIPA is requested by a third party to disclose Confidential Information pursuant to the Freedom of Information Law ("FOIL"), LIPA will (i) notify Generator of the request and provide Generator the opportunity to review the Confidential Information; (ii) provide Generator the opportunity to provide information regarding the need for confidential treatment; (iii) evaluate the third party's request for disclosure and Generator's request for confidential treatment; and (iv) determine if the Confidential Information is subject to disclosure under FOIL. If LIPA determines that the Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to Generator so that Generator may seek a protective order or other appropriate remedy. If Generator does not obtain a protective order or no formal proceeding has been initiated by Generator within a reasonable period of time after LIPA provides notice to Generator of its intent to make public the Confidential Information, then LIPA may disclose such information with no liability or further obligation to Generator.

15.4 Treatment of Otherwise Publicly Available Documents. Notwithstanding anything to the contrary in this Article, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives. Should any person or entity seek to legally compel a Receiving Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, the Receiving Party or the Receiving Party's representative will furnish only that portion of the Confidential Information that it is legally required to disclose and the Receiving Party will request that confidential treatment be accorded the Confidential Information by relevant third parties.

15.5 Term of Confidentiality. The obligations set forth in this Article shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

ARTICLE 16
MISCELLANEOUS

16.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

16.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

16.3 Records. Each Party shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement

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(hereinafter, collectively, the “Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The New York State Comptroller, the New York State Attorney General, and any other person or entity authorized to conduct an examination, as well as the New York State agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at Generator’s or LIPA’s offices, as the case may be, within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing, and copying. LIPA shall take reasonable steps to protect from public disclosure any of the Records that are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”), provided that: (i) Generator shall timely inform LIPA, in writing, that said Records should not be disclosed; (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, Generator’s or LIPA’s right to discovery in any pending or future litigation.

16.4 Amendments. This Agreement may not be amended, changed, modified or altered except in writing and signed by the Parties.

16.5 Severability. If any article, phrase, provision, or portion of this Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, phrase, provision or portion so adjudged shall be deemed separate, distinct, and independent, and only deemed invalid in that particular instance, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated, rendered illegal, unenforceable, or otherwise affected by such adjudication.

16.6 Prior Agreements Superseded. This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

16.7 Survival. Provisions of this Agreement which by their nature would survive termination or expiration of the Agreement shall survive. Without limitation of the preceding sentence, applicable provisions of this Agreement shall continue in effect after expiration or termination of this Agreement as specifically provided herein and to the extent necessary to provide for final billings, billing adjustments, and payments pertaining to liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

16.8 Dispute Resolution. Any disputes arising under this Agreement shall be resolved in accordance with the procedures established in Article 10 of this Agreement.

16.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding its conflict of laws provisions.

16.10 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. If 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.

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16.11 Taxes. The Parties shall use reasonable efforts to administer this Agreement and implement the provisions thereof in accordance with their intent to minimize taxes.

16.12 Non-interference. Each Party agrees that it will not construct any facilities or structures at the Project Site or engage in any activity at the Project Site that will materially interfere with the rights granted to the other Party under this Agreement.

16.13 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional documents or instruments (including easements and other rights in land), in recordable form, and provide other assurances, obtain any additional permits, licenses, and approvals required, and shall do any and all acts and things reasonably necessary, to carry out the intent of the Parties hereto and to confirm the continued effectiveness of this Agreement.

16.14 Headings. The headings used for the articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

16.15 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any prior or contemporaneous undertakings, commitments, or agreements, oral or written, as to its subject matter. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

[Signature pages to follow on next page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LONG ISLAND ELECTRIC UTILITY SERVICE LLC
Acting as agent for and behalf of
LONG ISLAND LIGHTING COMPANY d/b/a LIPA

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

[PARTY NAME]

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

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EXHIBIT A
SYSTEM ONE-LINE / POINT OF ATTACHMENT
AND INTERCONNECTION AND INTERCONNECTION
FACILITIES / DEMARCATION POINTS

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EXHIBIT B
INTERCONNECTION AND METERING REQUIREMENTS

Interconnection Procedures and Requirements

The Interconnection Facilities shall be subject to the interconnection standards provided in the “Smart Grid Small Generator Interconnection Procedures For Distributed Generators and Energy Storage Systems Less than 10 MW Connected in Parallel with LIPA’s Radial Distribution Systems”, “PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System” and “Specification & Requirements for Electric Installation (Red Book)”

Metering Requirements

Metering pursuant to the terms of this Agreement shall be subject to the PSEG Long Island’s Smart Grid Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System”, “Specification & Requirements for Electric Installation (Red Book)” and “Revenue Metering Requirements for Generating Facilities interconnection to the LIPA Transmission System”

Add other procedures and requirements as applicable.

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EXHIBIT C
FACILITY DESIGN AND VERIFICATION STUDIES

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**EXHIBIT D
COMMISSIONING, STARTUP, AND MAINTENANCE
PROCEDURES FOR INTERCONNECTION FACILITIES**

Introduction

Testing of all protective devices shall be performed on the Generator's Interconnection Facilities prior to the final functional testing of the interconnection scheme. The testing shall be performed by Generator. Relay and operational tests shall be performed with maintenance intervals consistent with the latest version of NERC PRC-005 or any applicable reliability requirements. A certified relay test report shall be furnished to LIPA/T&D Manager within two weeks after completion of all testing. Generator shall notify LIPA/T&D Manager at least seven (7) business days in advance of the protective device testing to provide an opportunity for LIPA/T&D Manager to be present during the testing.

Submitted documentation of the operational relay testing shall include graphic or digital recordings of actual current and voltage levels obtained during the test(s). Each relay test shall include a calibration check and an actual trip of the circuit breaker from the relay being tested.

A log of all relay target indications resulting from automatic circuit breaker operations shall be maintained. The relay target information is utilized to verify cause of the failure and to determine if relays operated as expected to isolate the Generator's Interconnection Facilities from LIPA's transmission system. This data shall be reviewed periodically, and upon request, shall be made available for Generator's inspection.

Operational Testing

Detailed and coordinated operational test procedures shall be developed jointly by LIPA/T&D Manager and Generator. These test procedures must include relay settings, continuity of relay circuits, breaker trip and close coils (AC and DC circuits), insulation impedances of protective circuits and current and voltage transformers.

To the maximum degree practicable, the components used in protection systems shall be of proven quality, as demonstrated either by actual experience or by stringent tests under simulated operating conditions, to ensure that the reliability of the protection system shall not be degraded or reduced.

The test procedures must demonstrate that:

- (a) All relays operate from all possible sources of trip signals or voltage.
- (b) All relays trip the desired breaker(s).
- (c) The Generator's Interconnection Facilities will be isolated from the LIPA system for complete loss of the Facility.
- (d) The ratio and polarity of relay and instrument transformers are correct.
- (e) The phase angle characteristics of directional and other relays are correct.
- (f) Relays have been tested at pick-up and three multiples of minimum pick-ups (e.g., three, five, and eight times).

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All relays must be field verified and bench tested to meet the following tolerance criteria:

Test Parameter	Tolerance of Specified Settings
Current	+/- 5%
Voltage	+/- 5%
Time	+/- 5%
Frequency	+0.05 hertz
Phase Angle	+/- 3 degrees

The actual operational tests shall be performed after all equipment is installed and repeated every two years thereafter. Certified test results shall be submitted to LIPA/T&D Manager. Periodic inspections of AC and DC control power for all circuit breaker, reference single-line diagrams, relay protection diagrams, and coordination test data must accompany test reports.

LIPA/T&D Manager shall be notified by Generator at least seven (7) business days prior to the operational tests.

Maintenance

All equipment associated with the Generator's Interconnection Facilities shall be maintained by the Generator in accordance with the latest maintenance intervals in NERC PRC-005 or any applicable reliability requirements.

Add other procedures and requirements as applicable.

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EXHIBIT E INTERCONNECTION COST ESTIMATE

The current interconnection estimate is [INSERT DOLLAR AMOUNT]

The illustration above represents an estimate of reimbursable cost. Upon execution of this Agreement, generator will provide the T&D Manager with an advance payment of 30% of the T&D Manager's estimated costs, due within 90 business days of the fully executed Interconnection Agreement. Progress payments will be required during construction and any excess will be reconciled and invoiced upon completion of all work and final accounting of all costs.

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Appendix N - Metering Requirements

Refer to the document entitled “Revenue Metering Requirements for Generator Facilities Interconnecting to the LIPA Transmission System” for PSEG Long Island’s interconnection technical requirements for Small Generators up to 10 MW.

Add other procedures and requirements as applicable.

APPENDIX O

Appendix O -Left Blank Intentionally

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Appendix P1 -Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Long Island Lighting Company d/b/a LIPA ("LIPA"). Interconnection Customer and LIPA each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generator with LIPA's Distribution System; and

WHEREAS, Interconnection Customer has requested LIPA to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generator with LIPA's Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the PSEG Long Island Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause to be performed an interconnection feasibility study consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. LIPA reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the PSEG Long Island Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

5.0 In performing the study, LIPA shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

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6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generator as proposed:

- 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
- 6.3 Initial review of grounding requirements and electric system protection; and
- 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generator and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Small Generator regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generator is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or earnest money of \$10,000 may be required from the Interconnection Customer.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within thirty (30) Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the actual costs associated with the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

13.0 Miscellaneous.

- 13.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.

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- 13.2 Disclaimer of Warranty. In preparing the system impact study, LIPA and any subcontractor or consultant to LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor or consultant to LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the system impact study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.
- 13.3 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.
- 13.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the system impact study or any reliance on the system impact study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 13.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 13.6 Third-Party Beneficiaries. Without limitation of Sections 13.2, 13.3 and 13.5 of this Agreement, Interconnection Customer further agrees that a subcontractor or consultant hired

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by LIPA to conduct or review, or to assist in the conducting or reviewing, an Interconnection Feasibility Study shall be deemed third party beneficiaries with respect to Sections 13.2, 13.3, 13.4 and 13.5.

- 13.7 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.7, shall continue in effect for a term of one year or until the system impact study for Interconnection Customer's Small Generator is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of the Interconnection Customer's Application under Section II.A.4 of PSEG Long Island's Small Generator Interconnection Procedures.
- 13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 13.9 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 13.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.11 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 13.12 Survival. All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.13 Independent Contractor. LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 13.14 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 13.15 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, except with the consent of the affected Party.
- 13.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 14.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures.

APPENDIX P1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Long Island Electric Utility Servco LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA**

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX P2

Appendix P2 – Assumptions Used-In Conducting System Impact Study

Attachment A to Feasibility Study Agreement

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and LIPA.

APPENDIX Q1

Appendix Q1 – System Impact Study

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and Long Island Lighting Company d/b/a LIPA (“LIPA”). Interconnection Customer and LIPA each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generator with LIPA’s Distribution System;

WHEREAS, LIPA has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested LIPA to perform a system impact study(s) to assess the impact of interconnecting the Small Generator with LIPA’s Distribution System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the PSEG Long Island Small Generator Interconnection Procedures for Distributed Resources less than 10 MW Connected in parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause to be performed a system impact study(s) consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. LIPA reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

APPENDIX Q1

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and LIPA has twenty (20) additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If LIPA uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced -

8.1 Are directly interconnected with LIPA's System; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with LIPA's System.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within thirty (30) Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within forty-five (45) Business Days after this Agreement is signed by the Parties, or in accordance with LIPA's queuing procedures.

10.0 The Interconnection Customer shall provide to LIPA a deposit of \$10,000 or other commercially reasonable security in an amount equivalent to the good faith estimated cost of a Distribution System impact study and the good faith estimated cost of a transmission system impact study

11.0 Any study fees shall be based on the actual costs of the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study

APPENDIX Q1

work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

13.0 Miscellaneous.

- 13.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.
- 13.2 Disclaimer of Warranty. In preparing the system impact study, LIPA and any subcontractor or consultants to LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor or consultant to LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the system impact study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.
- 13.3 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.
- 13.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the system impact study or any reliance on the system impact study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 13.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out

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- of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 13.6 **Third-Party Beneficiaries.** Without limitation of Sections 13.2, 13.3 and 13.5 of this Agreement, Interconnection Customer further agrees that subcontractor consultant hired by LIPA to conduct or review, or to assist in the conducting or reviewing, an Interconnection Feasibility Study shall be deemed third party beneficiaries with respect to Sections 13.2, 13.3, 13.4 and 13.5.
- 13.7 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.7, shall continue in effect for a term of one year or until the system impact study for Interconnection Customer's Small Generator is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of Interconnection Customer's application pursuant to Section II.A.4 of LIPA's Small Generator Interconnection Procedures.
- 13.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 13.9 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 13.10 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.11 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 13.12 **Survival.** All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.13 **Independent Contractor.** LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 13.14 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 13.15 **Successors and Assigns.** This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective

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successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, except with the consent of the affected Party.

13.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

14.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures for Distributed Generation Less than 10 MW Connected in Parallel with LIPA Distribution Systems.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA**

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX Q2

Q2 – Assumptions Used In Conducting The System Impact Study

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and LIPA.

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Appendix R1 – Facilities Study Agreement

Facilities Study Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Long Island Lighting Company d/b/a LIPA ("LIPA"). Interconnection Customer and LIPA each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generator or generating capacity addition to an existing Small Generator consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generator with LIPA's Distribution System;

WHEREAS, LIPA has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested LIPA to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generator with LIPA's Distribution System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Long Island Power Authority Small Generator Interconnection Procedures for Distributer Generation less than 10 MW Connected in parallel with LIPA Distribution Systems (PSEG Long Island Small Generator Interconnection Procedures).

2.0 The Interconnection Customer elects and LIPA shall cause a facilities study consistent with the PSEG Long Island Small Generator Interconnection Procedures.

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of LIPA's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

APPENDIX R1

5.0 LIPA may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generator if it is willing to pay the costs of those facilities.

6.0 The Interconnection Customer shall provide to LIPA a deposit of \$10,000 or other commercially reasonable security in an amount equal to the good faith estimated facilities study costs.

7.0 In cases where Upgrades are required, the facilities study must be completed within forty-five (45) Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within thirty (30) Business Days. Projects that are subject to the NYISO OATT Attachment S cost allocation process shall be processed in accordance with the NYISO's Attachment S procedures

8.0 Once the facilities study is completed, a facilities study report shall be prepared and promptly transmitted to the Interconnection Customer.

9.0 Any study fees shall be based on the actual costs of the study and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, LIPA shall refund such excess within thirty (30) calendar days of the invoice without interest. LIPA shall not be obligated to perform or continue to perform any Interconnection Study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.

11.0 Miscellaneous.

11.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to LIPA under this Agreement, Interconnection Customer represents and warrants that the information it provides to LIPA shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide LIPA with any additional information needed to update information previously provided.

11.2 Disclaimer of Warranty. In preparing the system impact study, LIPA and any subcontractors or consultants employed by LIPA shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither LIPA nor any subcontractor consultant employed by LIPA makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties or merchantability and fitness for a particular purpose, with regard to the accuracy, content or system impact conclusions of the system impact study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representation or warranties have formed the basis of its bargain hereunder.

APPENDIX R1

- 11.3 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.
- 11.4 Limitations of Liability. In no event shall any Party or its subcontractor consultant be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the system impact study or any reliance on the system impact study by Developer or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall LIPA be liable for any delay in delivery or for the non-performance or delay in performance of LIPA's obligations under this Agreement.
- 11.5 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless LIPA, and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by LIPA under this Agreement, any bankruptcy filings made by Interconnection Customer, or the actions or omissions of Interconnection Customer in connection with this Agreement, except to the extent such Losses arise from the gross negligence or willful misconduct by LIPA or their respective directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify LIPA shall be several, and not joint or joint and several.
- 11.6 Third-Party Beneficiaries. Without limitation of Sections 11.2, 11.3 and 11.5 of this Agreement, Interconnection Customer further agrees that subcontractor or consultant to LIPA to conduct or review, or to assist in the conducting or reviewing, an Interconnection Feasibility Study shall be deemed third party beneficiaries with respect to Sections 11.2, 11.3, 11.4 and 11.5.
- 11.7 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.7, shall continue in effect for a term of one year or until the ~~system impact~~facilities study for Interconnection Customer's Small Generating Facility is completed, whichever event occurs first. Interconnection Customer or LIPA may terminate this Agreement upon the withdrawal of the Interconnection Customer's application pursuant to Section II.A.4 of PSEG Long Island's Small Generator Interconnection Procedures.

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- 11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 11.9 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null or void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 11.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 11.11 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 11.12 Survival. All warranties, limitations of liability, indemnification and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 11.13 Independent Contractor. LIPA shall at all times be deemed to be an independent contractor and none of their employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of this Agreement.
- 11.14 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 11.15 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment shall be permitted where the assignee is currently in litigation with one of the Parties to this Agreement, except with the consent of the affected Party.
- 11.16 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 12.0 All disputes shall be resolved in accordance with the procedures set forth in Section II.A.9 of the PSEG Long Island Small Generator Interconnection Procedures.

APPENDIX R1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Long Island Electric Utility Service LLC
acting as agent of and on behalf of
Long Island Lighting Company d/b/a LIPA

[Insert name of Interconnection Customer]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Appendix R2 – Facilities Study Agreement Input Data Requirements

Attachment A to the Facilities Study Agreement

Data to Be Provided by the Interconnection Customer

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing LIPA station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generator?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to LIPA's System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with LIPA.

Is the Small Generator located outside of LIPA's service area?

Yes _____ No _____ If Yes, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

The Long Island Power Authority ("LIPA" or the "Authority") Staff proposes to modify the Tariff for Electric Service ("Tariff") effective June 1, 2020, to authorize 25 MW (DC)¹ of purchases of renewable resources under a new Solar Communities Feed-In Tariff ("Solar Communities FIT").

Background:

The Authority has a long history of promoting the expansion of renewable energy resources on Long Island. The Authority began offering net energy metering and other solar incentives nearly two decades ago. Since then, the Authority has supported the development of over 48,000 distributed solar projects totaling 598 megawatts (DC) of capacity, more than any other utility in the State of New York. In addition, the Authority has over 100 MW (DC) of completed utility scale solar projects and over 80 MW (DC) of additional utility scale projects in its development pipeline.

The Authority is also currently engaged in expanding the availability of renewable solar resources to customers that cannot install solar panels on their property for many reasons, such as not having suitable exposures to capture the solar rays (e.g., orientation and shading situations), living in multi-family buildings or shared living spaces (such as a condominium) where the customer cannot access the roof space, the high upfront investment needed for rooftop solar, or renting a home and therefore being unable to make the long-term commitment that solar installations require.

To reach these customers, the Authority offers community solar, where a larger solar facility is built at some host site, and the output of the solar system is distributed to the participants for their benefit. There are currently 3 megawatts of community solar on Long Island, comprising less than 1% of the almost 600 megawatts of completed distributed solar projects on Long Island.

Value of Distributed Energy Resources ("VDER") Community Solar

On March 9, 2017, the New York Public Service Commission ("PSC") issued its *Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters* (the "VDER Phase One Order")², which established the first phase of a plan to establish a new system for compensation of distributed energy resources, including community solar, based on the component values or avoided costs those resources provide to the electric grid (the "Value Stack"). On December 19, 2017, the Authority adopted

¹ The megawatt quantities in this Board memorandum are expressed in direct current (DC) for ease of comparison to New York's six-gigawatt distributed solar goal. However, kilowatt and megawatt quantities referenced in the Tariff and Purchased Power Agreement are expressed in alternating current (AC) for consistency with contracted values and PSEG Long Island's administrative processes. In this memo 1 MW (DC) is assumed to be equivalent to 0.8 MW (AC).

² Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters*, Issued and effective March 9, 2017

Tariff changes implementing the VDER Phase One Order.

Subsequently, on April 18, 2019, the PSC issued an *Order Regarding Value Stack Compensation* (the “Value Stack Compensation Order”), which, among other things, added a “Community Credit” compensation component to the Value Stack for certain community distributed generation projects including community solar.³ The Authority adopted the changes ordered in the Value Stack Compensation Order, on July 24, 2019, including a Community Credit of 2.25 cents/kWh.

Following further observation of the community solar market, evaluation of the Community Credit amount, and discussions with local industry stakeholders, the Authority announced plans on February 6, 2020 to increase the Community Credit to 5 cents and to introduce a limited upfront “Community Adder” rebate of \$200/kW for small projects.

Solar Communities to Target Low- and Moderate-Income Customers

As a complement to the increased incentives for VDER Community Solar described above—the Authority is proposing the Solar Communities FIT, which is designed specifically to create additional community solar development, to enable cost efficiencies by utilizing the Authority’s customer acquisition and marketing functions, to lower the cost of project financing by offering a stable price for the duration of the project’s contract, and to provide enhanced energy cost savings opportunities to participating LMI customers.

Proposal:

The Authority Staff is proposing to launch a new feed-in tariff, the Solar Communities FIT, to further develop community solar primarily dedicated to LMI customers. The Solar Communities FIT has the potential to greatly increase the community solar projects currently in the pipeline and to offer the benefits of these projects specifically to LMI customers. The Solar Communities FIT is proposed to award up to 25 megawatts of DC capacity through a newly-specified Solar Communities FIT Project Award Process, with discretion to extend the feed-in-tariff by an additional 15 megawatts at or below the price cap described in this proposal. This proposal outlines, but does not at this time propose, tariff modification to execute the customer engagement process. The customer engagement process will be proposed at a later date in coordination with other Community Distributed Generation (“CDG”) billing modifications being implemented by the State’s investor-owned utilities by order of the Public Service Commission.

Solar Communities FIT Award Process:

Solar Developers will have the opportunity to apply for the Solar Communities FIT during the initial enrollment period of June 1, 2020 to September 30, 2020. There will be a non-refundable application fee which will be the higher of either \$1 per kilowatt (AC) or \$1,000. The application fee will be waived for unsuccessful applications that are re-

³ Case 15-E-0751, *In the Matter of the Value of Distributed Energy Resources, Order on Value Stack Compensation*, Issued and Effective April 18, 2019.

submitted with only a pricing change in subsequent enrollment phases.

All applications received during the initial enrollment will first be ranked from the lowest to the highest price bid, and from the smallest to the largest project size for bids at the same price. Bids will be evaluated against a downward sloping offer price cap that declines from \$0.1649 per kWh to \$0.1300 per kWh, depending on the AC capacity of the proposed projects. The more capacity clearing in the program, the lower the offer cap will be for each successive offer. The slope declines linearly for the first 15 megawatts (AC) starting at \$0.1649 and ending at \$0.1450. The slope then becomes steeper for the last 5 megawatts (AC) so that the price accepted for the 20th MW will be no more than \$0.1300 per kWh.⁴ More details on the proposed price capping mechanism will be made available to bidders on PSEG Long Island's website.

Under the award process, a limitation will be imposed of 10 MW (AC) capacity at a single sub-station. This will ensure that not all available capacity will be proposed in a single location.

Under the proposed Award Process, accepted projects will be paid their bid price, so long as it doesn't exceed the price cap as detailed above. Since the lowest cost bid will be evaluated first against the starting point price of \$0.1649 per kWh, it is expected to be selected at a price that is well below the price cap. Successive bids will likewise be evaluated against the ever-declining price cap curve, so that these additional projects will also be accepted at prices that are below the declining price cap. Bids will stop being accepted at the point where the declining price cap equals the higher bid prices, so that every accepted project except for the last one will be paid a price that is below the "clearing price", which is the price cap for the last accepted bid.

Applicants must propose the size of their project and its interconnection point within the LIPA system, by circuit and substation. The application must also include their offer price to the fourth decimal place per kilowatt hour (\$0.0000/kWh). An applicant proposing multiple projects of the same size and price will be required to identify a project's priority⁵ to be used in the evaluation of the declining price cap formula.

After the initial enrollment period, applicants will be notified of their acceptance into the program and selected to advance to the next stage, which includes execution of a Power Purchase Agreement (PPA) at their proposed offer price. Once notified and accepted into the program, the successful applicants cannot lose their position based on bids submitted after their award. Applicants not successful in the initial enrollment period will be placed on a waiting list. Applicants placed on the waiting list will be encouraged but not required to resubmit bids at a lower price point. New, wait listed and resubmitted bids will be evaluated against the remaining available program capacity on a quarterly basis after the initial enrollment window until the program requirements are met or the program expires in June 30, 2022 or otherwise terminated in accordance with the proposed tariff provisions.

⁴ 20 MW AC is approximately equivalent to 25 MW DC.

⁵ Each application will be denoted with a number referencing its priority. The highest priority project should be given a value of 1.

Low and Moderate Income Customer Enrollment:

The program rules concerning LMI customer eligibility and benefits will be the subject of future Board action. Accordingly, the following information concerning the customer enrollment process is provided for the Board's general information only. Subject to available quantities of contracted solar resources under this program, all LMI customers in Tiers 1-3 of the Authority's LMI discount program will be eligible to participate. LMI customers on Tier 4 will not be eligible to participate.⁶ Eligible LMI customers will have the opportunity to opt-in to the Solar Communities program and receive a discount on their bill each month. For ease of administration, we expect the twelve monthly discounts will be roughly consistent with the amount of solar generation received from the participating Solar Communities FIT projects and any discrepancies in solar output will be balanced using other solar resources available to the Authority.

LMI customer enrollments will be awarded on a first come, first serve basis dependent on the available kWh in the Solar Communities program. Available kWh in the Solar Communities program will be based on the expected output in kWh of projects that reach commercial operation. Available kWh will be updated each quarter as new projects reach commercial operation. Customers who apply when the program does not have available kWh will be assigned to a waiting list and will be contacted to complete the enrollment process when capacity in the program becomes available. When the available capacity in the program exceeds 20 MW (DC), the program may be open to enrollment from other (non-LMI) residential customers to the extent that no LMI participants remain on the wait list.

Available kWh may be reduced if a project is removed from the program, however, no already accepted customers will lose their Solar Community FIT benefits as the result of a particular project's removal. LIPA Staff will propose tariff amendments prior to January 1st, 2021 to implement LMI customer enrollment in the Solar Communities FIT as well as net billing for projects participating in the Solar Communities FIT or the Authority's CDG tariff.

Financial Impacts:

The proposed Solar Communities FIT is intended to procure the specified resources at the lowest achievable price through a competitive auction process. The selected resource providers will be paid monthly based upon the output of their facility each month and their bid price. The payments made to the resource provider will be recovered from all customers through the Power Supply Charge (PSC) on a monthly basis, as the payments are incurred. This practice is similar to the treatment of the existing feed-in tariffs and payments made to other generators under Service Classification No. 11 Buy-Back Service.

LIPA expects to purchase approximately 30 GWh per year from the 20 MW (AC) of solar generation that is being solicited, which displaces generation that would have been

⁶ Tier 4: The Tier 4 discount is reserved for customers with Direct Voucher/Guaranteed Payment.

purchased from other sources. Because the auction has not yet occurred, the bid price of accepted resources has not yet been ascertained. However, by way of example, if the auction produces an average accepted bid price of 13¢ per kWh with an average Load Factor of 17%, the purchase would cost LIPA approximately \$3.9 million per year. Using an average cost of power at 10.2¢ per kWh, based on the 2020 approved budget, this renewable power alternative will increase power supply costs by an estimated \$0.8 million per year.

20 MW (AC) of Solar Communities FIT is expected to provide enough generation to serve over 3,000 LMI participants. At full solar development the program will provide an estimated \$0.6 million in discounts to our LMI Customers. The estimated annual administrative cost is \$0.3 million. The Solar Communities FIT program totals an estimated \$1.7 million per year (\$0.8 + \$0.6 + \$0.3).

Affected Tariff Leaves:

Revised Tariff Leaves: 16, 256
New Tariff Leaves: 255W – 255AE

Summary of Proposed Changes:

In summary, the proposed changes to LIPA's Tariff for Electric Service will authorize the Solar Communities Feed-in Tariff for up to 25 MW DC, with authorization for Staff to increase the program to 40 MW DC.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Demand Customer: A Customer who is billed for Demand charges.

Demand Meter: The device that records the maximum amount of power used by the Customer over a 15-minute interval during a specific period, such as a month.

Department: The New York State Department of Public Service.

Deposit: A sum of money given as security for payment of service.

Distribution Facilities: Facilities used to distribute electric energy to consumers, including supply lines, distribution lines, service laterals, and accessory equipment.

Distribution Line(s): A system of poles, wires, ducts, conduits, and additional equipment used for the shared distribution of electricity to Customers.

E

Easement: (See *Right-of-way*)

Eligible Net Metering Technology/Technologies: The list of eligible technologies is: Solar Electric Generating Equipment, Wind Electric Generating Equipment, Micro-Hydroelectric Generating Equipment, Micro-Combined Heat and Power (CHP) Generating Equipment, Fuel Cell Electric Generating Equipment, Farm Waste Electric Generating Equipment, Stand Alone Storage Equipment, Regenerative Braking, Vehicle-to-Grid, or other generating equipment identified as a Tier 1 technology as defined in Appendix A of the CES Order of the New York Public Service Commission issued August 1, 2016 in Cases 15-E-0302 and 16-E-0270. Tier 1 technologies are required to take compensation based on the Value Stack.

Energy: Energy is electric power, used or supplied over time, and measured in KWH.

Existing Overhead Areas: Areas in which electric distribution facilities are constructed overhead, and there are no requirements to construct facilities underground.

F

Farm Waste Electric Generating Equipment: Equipment that generates electric energy from biogas produced by anaerobic digestion of agricultural wastes, such as livestock manure, farming wastes and food processing wastes with a rated capacity of not more than five thousand (5,000) kilowatts that is manufactured, installed and operated by Customer-generator in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities, operated in compliance with the Authority's standards and requirements established therefor, fueled at a minimum of ninety (90) percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues, and food processing waste, and fueled by biogas generated by anaerobic digestion with at least fifty (50) percent by weight of its feed stock being livestock manure on an annual basis.

Fuel Cell Electric Generating Equipment: A solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell, with a combined rated capacity of not more than ten (10) kilowatts for a residential customer or with a rated capacity of not more than five thousand (5,000) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in compliance with the Authority's standards and requirements established therefor. This definition, including the capacity limits specified herein, does not apply to fuel cells participating in the Fuel Cell Feed-in Tariff.

Fuel and Purchased Power Cost Adjustment Clause: See definition for Power Supply Charge.

Full-Requirements Customer: A Customer whose electric power requirements are all supplied by the Authority. (See *Customer – Full Requirements Customer*)

G

Generation Project: A specific project that is eligible to participate in the Commercial Solar, Fuel Cell, or Solar Communities Feed-In Tariffs under Service Classification No. 11 – Buy-Back Service.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):
(Rate Code: 289)****9. Solar Communities Feed-in Tariff:**

The Authority establishes a Solar Communities Feed-in Tariff ("Solar Communities FIT") to obtain solar photovoltaic renewable resources to support the Solar Communities program under the terms defined below.

a) Who Is Eligible

Solar generation projects that qualify under and satisfy all the requirements of this Tariff including the Smart Grid Small Generator Interconnection Procedures ("Smart Grid SGIP"), and NYISO's Small Generator Interconnection Procedures as applicable, with a minimum output of 200 kW and maximum output of less than 5,000 kW, and will enter into a Solar Power Purchase Agreement for the Solar Communities FIT (the "Power Purchase Agreement").

- (1) Generation is limited to solar photovoltaic (PV) systems that generate electricity directly from sunlight.
- (2) Projects must be connected directly to the Authority's electric system with a dedicated meter.
- (3) PV systems are required to use smart inverters that conform to LIPA's technical interconnection requirements. The operation of the smart inverters may limit the amount of energy that the Generation Project provides to the system and correspondingly limit the compensation received by the Generation Project.
- (4) PV systems are precluded from participating in the Commercial System Relief Program or the Distribution Load Relief Program.
- (5) Projects are limited to renewable generating technologies that are approved for the Renewable Energy Standard (as defined in the Power Purchase Agreement) at the time the project is accepted.

b) Who Is Not Eligible

- (1) Generation Projects that were interconnected to the Authority's system as of the date of applying for this Solar Communities FIT are not eligible to participate.
- (2) Generation Projects that are in the Smart Grid SGIP queue or NYISO interconnection queue prior to being accepted for this Solar Communities FIT are not eligible to participate unless they withdraw from such queue.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- c) The Power Purchase Agreement will be available on the Manager's website and at its business offices.
- d) All of the Solar Products (as defined in the Power Purchase Agreement) from the facility will be sold to the Authority pursuant to the Power Purchase Agreement. Solar Products include all solar PV electric capacity and energy, ancillary services (as defined in the Power Purchase Agreement), and environmental attributes (as defined in the Power Purchase Agreement).
- e) The Authority will purchase Solar Products at a fixed price per kWh for a fixed term of 20 years.
- f) The solar generation project owner will be responsible for all interconnection costs and all other costs of developing, installing, operating and maintaining the renewable generating and all other costs and charges, as specified in this Service Classification or elsewhere in the Tariff. Solar generation projects intending to connect to the distribution system (point of interconnection on 13 kV or lower) must meet all the requirements of the Smart Grid SGIP. Solar generation projects intending to connect to the transmission system (Point of Interconnection on 23 kV or higher) must adhere to the NYISO's Small Generator Interconnection Procedures as applicable.
- g) Solar generation project will be subject to the Maintenance Charges for Interconnection Equipment as per VIII.O.10.a).(5)
- h) Non-synchronous solar generation projects proposing to connect to the transmission system must comply with the requirements listed in the document "Statement for Performance Requirements for Transmission-Connected Resources Using Non-Synchronous Generation," found on the Manager's website under "About Us" and then "Legal and Regulatory Documents". The requirements of this document do not supersede the requirements of the Smart Grid SGIP, or NYISO's Small Generator Interconnection Procedures. This requirement is in addition to those documents.
- i) In addition to the foregoing requirements, all solar generation projects and associated interconnection facilities must be designed to withstand 130 mph winds and have equipment elevations to accommodate updated one-in-500 year flood zones.
- j) The solar generation project owner shall be responsible for obtaining any and all necessary permits and approvals for solar generation project facilities and interconnection facilities and for conducting all necessary public outreach.
- k) Solar generation projects that are not selected for the program may sell their generation to the Authority under the general terms of this Service Classification No.11 - Buy-Back Service, if they meet the qualifications or may apply for Net Metering or Community Net Metering pursuant to the Authority's rules for Net Metering or Community Net Metering.
- l) The solar generation project owner will be paid on a monthly basis for each kilowatt-hour delivered to the Authority as measured by the dedicated meter at applicable rates. If the Authority determines that more than an incidental amount of energy (1% of gross output of the generator in a given month) is flowing to the solar generator project's site under this arrangement, then purchases and payments may be terminated until such time as the cause of the amount flowing to the site can be determined and remedied by the solar generator project owner to the Authority's satisfaction or agrees to pay for Station Service on all inflows of power to the Generation Project

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):****m) Sloped Bid Price Cap**

The maximum price of bids that will be accepted declines as a piecewise linear function of accepted capacity. The Sloped Bid Price Cap can be found in the Statement of Solar Communities Feed-in Tariff.

n) Rates and Charges for Purchase

The Authority will pay for the purchase of Solar Products for 20 years at the as-bid rate submitted in each Generator Project's bid as defined below. The rate will be a fixed price expressed in \$/kWh to the nearest \$0.0000 for any specific solar generator project selected by the Authority for the term of the Power Purchase Agreement.

At the end of every evaluation period, which will take place from time to time, the Authority will publish the amount that has been accepted in the Solar Communities FIT project in the Statement of Solar Communities Feedin Tariff.

o) The enrollment target is set at 20 MW (AC rating). The Authority may at any time increase the enrollment target up to 30 MW (AC) at which time it will determine the changes to the Sloped Bid Price Cap and provide that information sixty days prior to a quarterly evaluation period.**p) Generator Bidding Process for the Enrollment Period from 6/1/2020 to 9/30/2020**

The Authority will solicit standardized bids from eligible Generation Projects between June 1, 2020 and September 30, 2020, inclusive. Bids must be submitted electronically to the Authority at the address shown on the Manager's website. The Manager is authorized to establish limitations on the size and format of applications or establish other restrictions as it deems appropriate for the operation of its website.

(1) The Authority will provide non-binding guidance with respect to estimates of available capacity to prospective bidders with regards to potential points of interconnection within the Authority's electric system through information posted on the Manager's website. Substations that are at or near their maximum injection capacity would necessitate extensive modification to incorporate the injection of new resources. The cost of all modifications shall be borne solely by the bidder.

(2) The bidder will specify the bidder's proposed capacity in AC rating to the nearest whole Watt, proposed connection point (including substation and circuit designation or interconnection point), and proposed fixed price per kWh. Bidders may, but are not required to, specify alternative capacity amounts smaller than the proposed capacity. If a bidder is submitting multiple bids with identical price and capacity, the bidder will also specify a preferred priority order for such bids in the event that some but not all may be accepted under the evaluation process specified below.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- (3) The Authority will not accept a bid whose fixed price exceeds \$0.1649/kWh ("Maximum Price Cap"). A Generation Project's bid will be rejected as nonresponsive if the fixed price bid exceeds the Maximum Price Cap or if it is incomplete or otherwise not in conformance with the provisions of this Tariff.
- (4) The Authority will evaluate the Generation Project's bids for responsiveness as they are received. For bids received prior to September 16, 2020, and if time allows, the Authority will attempt to inform the bidder in the event that a bid is deemed non-responsive or may be subject to additional interconnection costs. Notified bidders will be given the opportunity to remedy the deficiency by resubmitting the bid on or before September 30, 2020. The Authority does not guarantee that sufficient time will be afforded to the bidder for resubmittal.
- (5) The Authority will evaluate bids as follows:
 - Step 1 Complete and responsive bids will be ranked in price order with the lowest bid price given the highest priority. Where multiple bids are received with the same bid price, the bid with the smaller capacity will be prioritized ahead of the bid with the larger capacity. Where multiple bids are received with the same bid price and the same capacity, priority will be given to the single highest priority ranked bid of each individual bidder among the group of bids with identical bid price and capacity. One bid per bidder with identical bid price and capacity in AC rating may be considered equal in priority, and will be evaluated as a single combined project for purposes of bid evaluation only.
 - Step 2 Bids will be reviewed by the Authority using the SGIP's preliminary screening process to determine if the Generation Project can be integrated into the system at that location based on the proposed size. If the Generation Project passes the preliminary screening at its proposed size or at a level above its minimum proposed size the project will be advanced for further evaluation at the highest level of capacity that satisfies the preliminary screening process. If the Generation Project fails the preliminary screening process it will be excluded from further evaluation and the excluded Solar Feed-in Tariff bid(s) will be added to the waiting list (see Section VIII.O.9.q).

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

Step 3 Complete and responsive bids will be evaluated sequentially in order from highest priority to lowest priority as determined in Steps 1 and 2.

Step 4 Starting from the highest priority, the first bid will be accepted into the Solar Communities FIT for further consideration if it satisfies all three of the following conditions:

- a) The bid capacity does not exceed 5 MW or the remaining available capacity for the substation as determined in Step 2; and
- b) The bid capacity does not exceed the remaining available capacity for the circuit as determined in Step 2; and
- c) The bid price is less than or equal to \$0.1649 per kWh.

If the bid fail to satisfy one or more of the conditions above, the bid will not be accepted and will be removed from the evaluation process and added to the waiting list (see Section VIII.O.9.q below).

Step 5 Moving to the next highest priority bid, the amount of accepted capacity will be set to the accepted capacity of the first bid. The maximum bid price will be determined by evaluating the Sloped Bid Price Cap, as found in the Statement of Solar Communities Feed-in Tariff, at the point that reflects the acceptance of the first bid. The next highest priority bid will be accepted into the Solar Communities FIT for further consideration if it satisfies all of the following conditions:

- a) The bid capacity, combined with the aggregate capacity of all higher priority accepted bids proposing to interconnect to the same substation, does not exceed 10 MW or the remaining available capacity for the substation as determined in Step 2; and
- b) The bid capacity, combined with the aggregate capacity of all higher priority accepted bids proposing to interconnect to the same distribution circuit, does not exceed the remaining available capacity for the circuit as determined in Step 2; and
- c) The bid price is less than or equal to the newly determined price cap based on prior accepted capacity; and
- d) The total accepted bid capacity, including the particular bid being evaluated does not exceed the enrollment target (see Section VIII.O.9.o above) plus up to 2 MW more as required to accept the proposed capacity of the latest accepted bidder.

If the bid fails to satisfy one or more of the conditions above, the bid will not be accepted and will be removed from the evaluation process and added to the waiting list (see Section VIII.O.9.q below).

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

Step 6 The same sequence of lowering the price cap to reflect the latest accepted bid and then moving to the next project on the priority list will continue until one of the following criteria have been met:

- a) Accepted capacity meets or exceeds the enrollment target (see Section VIII.O.9.o above);
- b) The bid price of the next highest priority project exceeds the price cap as determined based on total capacity from all of the previously accepted bids; or
- c) No complete and responsive bids remain to be evaluated.

Step 7 A Power Purchase Agreement at the rate proposed in each bid will be offered to all successful bidders for a term of twenty (20) years. The terms of the Power Purchase Agreement are non-negotiable.

- (6) Upon completion of Step 7 above, the Authority will notify solar generation project owners of their acceptance or non-acceptance into the Solar Communities FIT. Solar generation project owners with responsive bids that were not accepted will be placed on a waiting list unless the bidder requests otherwise in a written request to the Authority.
- (7) Once notified of acceptance, solar generation projects then must apply within 10 business days for interconnection with the Authority's system under the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. Accepted Generation Projects will be expected to complete the interconnection process in accordance with the timelines in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. The solar generation project owner shall be responsible for any and all interconnection and system upgrade costs.
- (8) The Authority will apply the procedures in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable, to determine how long an applicant may take to complete the interconnection process before forfeiting its acceptance in the Solar Communities FIT.
- (9) Requirements for the execution of the Power Purchase Agreement include:
 - (i) Completion of the Smart Grid SGIP and NYISO Small Generator Interconnection Procedure, as applicable
 - (ii) Completion of the Interconnection Agreement
 - (iii) Demonstration of site control
 - (iv) Submission of a Certificate of Insurance

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff for Solar Photovoltaic Renewable Resources (continued):****q) Waiting List for the Enrollment Period from 10/1/2020 to 6/30/2022**

The Authority will continue to accept applications from eligible solar generation projects until June 30, 2022. For the duration of this enrollment period, all responsive bids that have not been accepted into the Solar Communities FIT nor withdrawn by the Generation Project owner will be on the waiting list.

- (1) In order to provide guidance to prospective applicants with regards to potential points of interconnection within the Authority's electric distribution system, remaining available capacity on specific distribution circuits and substations will be displayed on the website of the Manager, and updated from time to time as circumstances warrant.
- (2) At any time after the initial award of Power Purchase Agreements and before June 30, 2022, the Authority may offer a Power Purchase Agreement for a complete 20 year term to projects on the waiting list that allow the Authority to achieve but not exceed the Authority's enrollment target.
- (3) These subsequent enrollment periods will consist of quarterly evaluation periods ending March 31, June 30, September 30 and December 31, beginning after the initial award of Power Purchase Agreements on or before January 1, 2021 and continuing until June 30, 2022. The Authority will evaluate bids on the wait list after the conclusion of each quarterly evaluation period according to the same Steps 1, 2, 3, 5, 6 and 7 specified in Section VIII.O.9.p.5 The price cap for the highest priority bid in each evaluation period will be determined according to the definition in the Statement of Solar Communities Feed-in Tariff, evaluated for total capacity of accepted Generation Projects that have not withdrawn or forfeited acceptance in the Solar Communities FIT.
- (4) Upon completion of any quarterly evaluation period, the Authority will notify successful Generation Project owners, if any, of their acceptance into the Solar Communities FIT. Solar generation project owners with wait list bids that were not accepted will remain on the wait list unless the bidder requests otherwise in a written request to the Authority.
- (5) Applicants in the waiting list will be evaluated for remaining available capacity on the designated circuit and substation. Applicants that exceed the remaining available capacity on a given circuit or substation will be removed from consideration, but may remain in the waiting list. In the event that multiple applicants propose to interconnect to the same circuit or substation leading to an exceedance of available capacity, the applicants will be evaluated in priority order to determine which applicants are removed from consideration.

An applicant subject to the SGIP, that fails the SGIP preliminary screen may request that the Authority complete, at the applicant's expense, the appropriate interconnection study required by the Smart Grid SGIP. If the Smart Grid SGIP interconnection review process concludes that the project can be interconnected to the system it will be advanced for further evaluation on the Solar Communities FIT waiting list. Projects applying for interconnection above 13KV should follow the NYISO SGIP process.

VIII.SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):****(Rate Code: 289)****Solar Communities Feed-in Tariff (continued):**

- (6) Once notified of acceptance from the Solar Communities FIT wait list, solar generation projects then must apply within 10 business days for interconnection with the Authority's system under the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. Accepted solar generation projects will be expected to complete the interconnection process in accordance with the timelines in the Smart Grid SGIP and NYISO's Small Generator Interconnection Procedures, as applicable. The Generation Project owner shall be responsible for any and all interconnection and system upgrade costs.
- c) Without waiving or limiting any other rights of the Authority, the Authority reserves the right to withdraw its acceptance of a Generation Project into the Solar Communities FIT in the event that: 1) a solar generation project with an expected rated capacity of 200 kW to 1 MW fails to demonstrate site control within six (6) months following the date on which a Power Purchase Agreement is offered to such solar generation project in accordance with Step 7 in Section VIII.O.9.p.5; 2) a solar generation project with an expected rated capacity greater than 1 MW fails to demonstrate site control within twelve (12) months following the date on which a Power Purchase Agreement is offered to such solar generation project in accordance with Step 7 in Section VIII.O.9.p.5; or 3) a solar generation project fails to comply with the Tariff, the Smart Grid SGIP, NYISO's Small Generator Interconnection Procedures, as applicable, or the Interconnection Agreement.
- d) Solar generation projects in active consideration during the evaluation process will be considered to have priority over any projects submitted to the SGIP process after September 30, 2020 until such time as solar generation projects are notified of acceptance and are afforded the 10 days to submit their applications into the Smart Grid SGIP process.
- e) The application fee is the higher of (a) \$1,000; or (b) \$1 per kilowatt capacity (AC rating) of the proposed project, to be submitted at the time of application by certified check made payable to PSEG Long Island. The fee is non-refundable.
- f) The application fee will be waived for previously rejected Solar Communities FIT applications that are resubmitted with no modifications other than price.
- g) The Authority reserves the right, in its sole discretion, to reject and/or cancel any and all applications and/or bids, including those that have been accepted into the Solar Communities FIT following Step 7 in Section VIII.O.9.p.5, at any time prior to the execution of both the Power Purchase Agreement and Interconnection Agreement by all parties for any reason.

VIII. SERVICE CLASSIFICATIONS (continued):**O. SERVICE CLASSIFICATION NO. 11 - Buy-Back Service (continued):
(Rate Code: 289)**10. Rates and Charges

a) Charges to be paid by the Customer to the Authority

(1) Service Charge per Installation per Month

- (a) A Customer who is interconnected at the distribution voltage level and taking service under this and another Service Classification, shall pay a monthly charge for the additional metering devices required for this Service Classification. This charge is in addition to the Contract-Demand Charges in (2) (c) below. However, Special Provision 10.(c) below may apply.

	<u>Regular Meter</u>	<u>Off-Peak Meter</u>
Secondary Voltage (7 KW and less)	\$7.50	\$12.75
Secondary Voltage (above 7 KW)	\$12.25	\$15.00
Primary Voltage:	\$65.00	\$87.50

- (b) A Customer interconnected at the distribution voltage level and taking service only under this Service Classification, shall pay a monthly charge for local facilities (meter, service, line extension plant). This charge is in addition to the Contract-Demand Charges in (2) (c) below.

	<u>Regular Meter</u>	<u>Off-Peak Meter</u>
Secondary Voltage (7 KW and less)	\$21.00	\$35.00
Secondary Voltage (above 7 KW)	\$52.50	\$60.00
Primary Voltage:	\$105.00	\$120.00

- (c) A Customer who is interconnected at the subtransmission or transmission voltage level shall pay the full cost of metering devices and any other Local Facilities as part of the Interconnection Charge in (4) below and will not pay a monthly Service Charge.

Long Island Power Authority

Statement of Solar Communities Feed-In Tariff (SCF)

Applicable to qualified Solar Communities Feed-in Tariff Projects under Service Classification No. 11.

Total Accepted MW of targeted 20 MW..... 0 MW

Slope Bid Price Cap:

When accepting between 0 and 15 MW, the price cap declines linearly from \$0.1649/kWh to \$0.1450/kWh. When accepting between 15 and 20 MW, the price cap declines linearly from \$0.1450/kWh to \$0.1300/kWh. Specifically, the price cap (PMax) in \$/kWh for any given quantity of accepted capacity in MW (Q) is given by the set of formulas below depending on the applicable range:

For $0 \text{ MW} < Q \leq 15 \text{ MW}$: $P_{\text{Max}} = 0.1649 - 0.0013267 * Q$
For $15 \text{ MW} < Q \leq 20 \text{ MW}$: $P_{\text{Max}} = 0.1900 - 0.0030000 * Q$

All MW quantities are AC rating.



Department of Public Service

125 East Bethpage Road, Plainview, NY 11803
www.dps.ny.gov/longisland

John B. Rhodes
Chair and
Chief Executive Officer

Thomas Congdon
Deputy Chair and
Executive Deputy

Robert Rosenthal
General Counsel

Michelle L. Phillips
Secretary

May 12, 2020

Via Email and U.S. Mail

Honorable Ralph V. Suozzi, Chairman
Board of Trustees
Long Island Power Authority
333 Earle Ovington Blvd.
Uniondale, New York 11553
boardoftrustees@lipower.org

Re: Matter No. 20-00587 - Recommendations Regarding Long Island Power
Authority's Proposed Modifications to its Tariff for Electric Service.

Dear Chairman Suozzi:

I am pleased to provide the recommendations of the New York State Department of Public Service (DPS or the Department) regarding the Long Island Power Authority's (LIPA or the Authority) proposed modifications to its Tariff for Electric Service (Tariff), effective January 1, 2020. The LIPA Reform Act (LRA) authorizes the Department to make recommendations regarding the operations and terms and conditions of service provided by the Authority and its Service Provider PSEG Long Island (PSEG LI).¹ The Department recommends that the tariff proposals be adopted in accordance with the discussion set forth herein.

LIPA is proposing a number of modifications to its Tariff for Electric Service. These include 1) Modifying the Community Distributed Generation (CDG), Value of Distributed Energy Resources (VDER), and Net Energy Metering provisions of its Tariff; 2) Modifications to authorize 25 megawatts (MW) of purchases of renewable resources under a new Solar Communities Feed-In Tariff; 3) Modifications to authorize Sewer Districts participating in the Suffolk County Coastal Resiliency Initiative (SCCRI) to seek service under Service Classification No. 13; 4) Modifications to effectuate Community Choice Aggregation (CCA) on Long Island; and 5) Modifications the Standard Generation Interconnection Procedures (SGIP).

¹ Public Service Law (PSL) §3-b(3)(a).

Community Distributed Generation (CDG), Value of Distributed Energy Resources (VDER), and Net Energy Metering

LIPA proposes modifications to the Community Distributed Generation (CDG), Value of Distributed Energy Resources (VDER), and Net Energy Metering provisions of its Tariff to implement a resource capacity factor adjustment to the Community Credit component of VDER, as recommended in the Whitepaper Regarding High-Capacity-Factor Resources and as adopted in the Public Service Commission's (the Commission) High Capacity Factor Resources Order.² These modifications also exclude new non-renewable resources from eligibility for the VDER Environmental Value, and would establish consistent eligibility requirements with Public Service Law (PSL) §66-p. Staff recommends the LIPA Board of Trustees adopt the proposals, as discussed below.

High-Capacity-Factor Resource Adjustment:

On May 10, 2019 the Joint Utilities (JU) filed a Petition Seeking Clarification of the Treatment of High-Capacity-Factor Resources eligible for CDG.³ The JU expressed concern that application of the Market Transition Credit (MTC) and Community Credit to resources such as fuel cells may result in excessive cost shifts.⁴ The JU recommended that the Commission: establish a ratio counting the contributions of these resources toward the MTC or Community Credit, consistent with the expected production of solar, i.e., at 15 percent; or reduce compensation to a dollar per kW (\$/kW) value on an installed basis comparable with solar systems.⁵

On August 13, 2019, DPS Staff provided its recommendations for treatment of high-capacity-factor resources used in CDG projects eligible for VDER compensation.⁶ The Whitepaper addressed resources with capacity factors greater than that of solar photovoltaics (PV), including wind, small hydro, and fuel cells, and recommended that the Community Credit be adjusted to reflect an equivalent capacity factor to that of solar PV.⁷ The Whitepaper recommended grandfathering existing projects which qualified for the unadjusted MTC or Community Credit on or before August 13, 2019.⁸ The Whitepaper also provided recommendations regarding eligibility for the Environmental Value under VDER, discussed further below.

² Case 15-E-0751, In the Matter of the Value of Distributed Energy Resources, Whitepaper Regarding High-Capacity-Factor Resources (filed August 13, 2019). Case 15-E-0751, supra, Order Regarding Value Stack Compensation for High-Capacity-Factor Resources (issued December 12, 2019).

³ Case 15-E-0751, supra, Joint Utility Petition Seeking Clarification of the Treatment of High-Capacity-Factor Resources (filed May 10, 2019).

⁴ Id., pp. 2-3.

⁵ Id., p. 4.

⁶ Case 15-E-0751, supra, DPS Staff Whitepaper Regarding High-Capacity-Factor Resources (filed August 13, 2019).

⁷ Id., p. 4.

⁸ Id., pp. 5-6.

The Commission subsequently issued its Order regarding Value Stack Compensation for High-Capacity-Factor Resources.⁹ The Commission Order adopted the recommendations contained of the Whitepaper with slight modification.¹⁰ As it relates to adjustment of the High-Capacity-Factor Resource compensation, the Commission agreed with Staff's recommendations and ordered that new fuel cell CDG projects receive an adjusted MTC or Community Credit, based on the ratio of the average PV solar capacity factor as compared to the average fuel cell capacity factor.¹¹ Further, the Commission adopted Staff's recommended adjustment factor of 0.16.¹² The Commission, however, did not adopt specific recommendations regarding wind and small hydro resources.¹³

LIPA's proposal will implement the aspects of the Commission's Order concerning the MTC and Community credit, in accord with the Commission's directives to the JU. In addition, LIPA's proposal would also adopt an adjustment factor of 0.16 or 16% consistent with the Order. Staff notes that these modifications will result in LIPA no longer excluding fuel cell technologies under CDG.

Staff recommends that the LIPA Board of Trustees adopt the proposal to align the Authority with the directives of the Commission's High-Capacity-Factor Resource Order. In accordance with the Commission Order, these modifications will, "drive the development of clean and distributed energy projects for the benefit of customers and the utility system, while appropriately managing impacts on nonparticipating ratepayers."¹⁴ Further, LIPA's proposal is in accordance with its intention to further align the Authority with the JU, to provide consistent treatment and compensation for CDG projects throughout New York State. LIPA's proposed modifications are consistent with the Commission's Order and should, therefore, be adopted.

Environmental Value Exclusion for New Non-Renewables:

As discussed in Staff's Whitepaper, a project receives the Environmental Value under VDER only if the project is an eligible resource under the Clean Energy Standard (CES) rules.¹⁵ Further, resources such as fuel cells using natural gas and anerobic digestors are excluded under the definition of renewable energy systems contained in PSL §66-p, but remain eligible for the Environmental Value under the CES rules. As such, these resources do not contribute to the State's goals under the Climate Leadership and Community Protection Act (CLCPA), as the CLCPA only recognizes resources as defined in PSL §66-p. Staff recommended that, going forward, resources which do not meet the definition of renewable energy systems under PSL §66-p should not receive the Environmental Value compensation.

⁹ Case 15-E-0751, supra, Order regarding Value Stack Compensation for High-Capacity-Factor Resources (issued December 12, 2019).

¹⁰ Id., p. 3.

¹¹ Id., pp. 12-15.

¹² Id., pp. 14-15.

¹³ Id., p. 15.

¹⁴ Id.

¹⁵ Case 15-E-0751, supra, Whitepaper Regarding High-Capacity-Factor Resources (filed August 13, 2019) p. 5. See also, Case 15-E-0302, Clean Energy Standard, Order Adopting a Clean Energy Standard (issued August 1, 2016) Appendix A.

Staff's Whitepaper states:

“[t]he elements of the Value Stack, including Environmental Value, reflect actual, calculable cost reductions for the interconnecting utility based on the injection of electricity. Because the CES requires utilities to purchase [Renewable Energy Credits] RECs from eligible generators, the interconnecting utility offsets CES compliance costs when it purchases RECs from an eligible VDER participant. For that reason, projects only receive the Environmental Value if they are eligible resources under CES rules.”

Staff also acknowledged that under the definition of PSL §66-p, certain resources eligible under the CES rules, have minimal to no impact on net greenhouse gas emissions.¹⁶ Over time these resources are expected to produce greater than average carbon emissions. As such, further compensating technologies which are ineligible under PSL §66-p, does not clearly reflect utility savings and would not reflect actual environmental benefits.¹⁷ The Commission adopted Staff's recommendations concerning the Environmental Value in its High-Capacity-Factor Resource Order.¹⁸ As the Commission stated, compensating these resources would create “increased costs for ratepayers without concomitant reductions in utility costs.”¹⁹

LIPA's proposed modifications are consistent with the Commission's Order. Staff recommends that the LIPA Board of Trustees adopt the proposal to align the Authority with the directives of the Commission's High-Capacity-Factor Resource Order.

Bill Discount Pledge Program Net Crediting Model:

In its original proposal, LIPA proposed implementation of a Bill Discount Pledge (BDP) Program to allow low-income customers to use their monthly low-income customer bill discounts toward the purchase of CDG subscriptions, consistent with the Commission's Low-Income CDG Order.²⁰ However, in its December 12, 2019, Order Regarding Consolidated Billing for Community Distributed Generation, the Commission determined that the BDP Program could be reasonably implemented through a net crediting model.²¹

The net crediting model requires a utility to allocate a specified fraction of the VDER Value Stack payment owed to the host facility, directly to each participant's monthly utility bill, eliminating any need for the host facility to render bills to the participants and ensuring that the participants always receive net savings from their participation.

On March 4, 2020, LIPA amended its original proposal for implementation of a BDP program, stating it is no longer proposing a BDP. LIPA will monitor the matter and propose

¹⁶ Case 15-E-0751, supra, Whitepaper Regarding High-Capacity-Factor Resources (filed August 13, 2019) p. 5.

¹⁷ Id.

¹⁸ Case 15-E-0751, supra, Order regarding Value Stack Compensation for High-Capacity-Factor Resources (issued December 12, 2019) p. 17.

¹⁹ Id.

²⁰ Case 15-E-0751, supra, Order Adopting Low-Income Community Distributed Generation Initiatives (issued July 12, 2018).

²¹ Case 19-M-0463, In the Matter of Consolidated Billing for Distributed Energy Resources, Order Regarding Consolidated Billing for Community Distributed Generation (issued December 12, 2019) p. 3.

plans to implement consolidated billing for CDG under a net crediting model in time for the expected implementation date of January 1, 2021. Staff does not provide any specific recommendations concerning LIPA's proposal to implement a BDP program or similar net crediting model at this time.

New Solar Communities Feed-In Tariff Proposal

The Authority proposes to modify its Tariff to authorize purchase of 25MW of renewable resources under a new Solar Communities Feed-in Tariff, otherwise known as the "Solar Communities FIT." LIPA states that this proposal will continue its more than twenty-year history of supporting the development of more than 48,000 distributed solar projects totaling 598 megawatts (DC) of capacity couple with more than 100 MW (DC) of completed utility scale solar projects and more than 80 MW (DC) of additional utility scale projects in its development pipeline.

LIPA proposes to launch this new feed-in tariff, the Solar Communities FIT, to further develop community solar capacity primarily dedicated to LMI customers. The Solar Communities FIT will award up to 25 megawatts of DC capacity through a new Solar Communities FIT Project Award Process, with a discretion to acquire an additional 15 MW. DPS Staff notes that LIPA is not currently proposing tariff modifications to execute the customer engagement process. Rather, LIPA states that a separate proposal will be issued later this year in coordination with other CDG and billing modifications to effectuate this process. LIPA's current proposal will initiate the process of securing community solar development capacity through a market bidding mechanism.

Under LIPA's proposal, developers can apply for the Solar Communities FIT during the initial enrollment period of June 1, 2020 to September 30, 2020. Applications will be ranked from the lowest to the highest price bid, and from the smallest to the largest project size for bids with the same price. Bids will then be evaluated against a downward sloping offer price cap that declines from \$0.1649 per kWh to \$0.1300 per kWh, depending on the AC capacity of the proposed projects. The more capacity clearing in the program, the lower the offer cap will be for each successive offer. The slope declines linearly for the first 15 MW (AC) starting at \$0.1649 and ending at \$0.1450. The slope then becomes steeper for the final 5 MW (AC) so that the price accepted for the 20th MW will be no more than \$0.1300 per kWh.²²

Accepted projects will be paid their bid price, provided their bid price does not exceed the price cap. Since the lowest cost bid will be evaluated first against the starting point price of \$0.1649 per kWh, it is expected to be selected at a price well below the price cap. Successive bids will likewise be evaluated against the ever-declining price cap curve, thus all acceptable projects will remain under the declining price cap. Bids will no longer be accepted when the declining price cap equals the higher bid prices, so that every accepted project excluding the final accepted project will be paid below the "clearing price," the price cap for the last accepted bid. LIPA's proposal also includes discretion for its Staff to expand the auction up to 40 MW.

²² 20 MW AC is approximately equivalent to 25 MW DC.

The Solar Communities FIT will procure the specified resources at the lowest achievable price through a competitive auction process. The selected resource providers will be paid monthly based upon the output of their facility each month and their bid price. The payments made to the resource provider will be recovered from all customers through the Power Supply Charge (PSC) on a monthly basis, as the payments are incurred. This practice is similar to the treatment of the existing feed-in tariffs and payments made to other generators under LIPA's Service Classification No. 11 Buy-Back Service.

LIPA states it will propose tariff amendments prior to January 1st, 2021 to implement Low to Moderate Income (LMI) customer enrollment in the Solar Communities FIT and net billing for projects participating in the Solar Communities FIT as well as those enrolled in the Authority's CDG tariff. While the Department recommends that the LIPA Board of Trustees adopt the Solar Communities FIT and begin the auction starting June 1, 2020, the Department stresses the importance of pursuing further Tariff amendments to effectuate LMI customer enrollment.

The Department recognizes that further development of LMI enrollment should coincide with additional enhancements such as net billing, however, the Solar Communities FIT represents a significant opportunity to expand the availability of renewable solar resources to LIPA's customers and more specifically to its LMI customers. There are currently 3 MW of community solar on Long Island, comprising less than 1% of the almost 600 MW of completed distributed solar projects on Long Island. Increasing or enhancing the saturation of community solar is a key component in aligning LIPA with State goals while also providing LMI customers with reasonable access to renewable resources. The Department, therefore, recommends that the LIPA Board of Trustees adopt the Solar Communities FIT as discussed above.

Suffolk County Sewer Districts Negotiated Contract

LIPA proposes to modify its Tariff to authorize entrance into a negotiated contract with Sewer Districts participating in the Suffolk County Coastal Resiliency Initiative (SCCRI) under Service Classification (SC) No. 13 (SC-13). Under the contract, LIPA will provide electric service to separately metered pumping equipment for thousands of individual customer locations. This will protect ground water sources and sustain the regional environment on Long Island and the surrounding waterways of the Great South Bay to the benefit of LIPA's customers. The Department recommends that the LIPA Board adopt this proposal to modify SC No. 13 as proposed.

Currently, the Suffolk County Department of Public Works (SCDPW) is eligible for SCCRI grant funding to connect approximately 5,000 homes on the south shore of Long Island to the public sewer system. This project would replace existing on-site septic systems, thereby, avoiding untreated water and sewage seeping directly into the ground and ultimately into Long Island's aquifers and open waters.

Under terms of the SCCRI grant agreement, each connected home will require a separate account in the name of the SCDPW, to be billed to the County and not each individual homeowner based on SC No. 2, i.e., Rate Code 280. The estimated usage for each individual

account is 10 kWh per month. At current rates, LIPA expects to receive approximately \$2 per month, per account, which is consistent with the terms of the contract, however, LIPA will waive the daily service charge, security bond requirements, and the service initiation fee.

In return, SCDPW will provide an up-front, non-refundable, contribution in aid of construction in the amount of \$150 per customer to recover the cost and installation of an AMI meter. The term of the proposed negotiated contract rate will be 7 years. LIPA estimates the net present value of lost revenue is \$4.6 million over the term of the contract. DPS Staff notes that the contribution in aid of construction recovers any incremental metering costs. In addition, Suffolk County will fund the cost of meter pans. The meter is expected to be located directly next to the existing house meter, enabling use of the customer's existing service drops. Tapping into the existing service drop is an operational efficiency.

The Department recommends that the LIPA Board adopt the proposal to expand SC-13 to include the negotiated contract with SCDPW. The SCDPW's project, funded by the SCCRI grant, is one of many efforts to address recovery and resiliency post-Superstorm Sandy, by preventing future septic system flooding, sewage backup, and groundwater pollution. The project also serves to protect valuable coastal wetlands. In addition, the project would increase AMI meter installations in the area. LIPA's proposal enables SCDPW to offer critical environmental protection and resiliency benefits, and as such, the Department recommends the proposal be adopted as proposed.

Community Choice Aggregation

On April 21, 2016, the Commission issued an Order Authorizing Framework for Community Choice Aggregation (CCA) Opt-Out Program, known as the CCA Framework Order.²³ More recently, on August 26, 2019 the Department issued the CCA Guidance Document to "to assist and inform CCA administrators, participating utilities, Energy Service Companies (ESCOs), Distributed Energy Resource (DER) developers, and other stakeholders on the existing rules and regulations of New York State's CCA program."²⁴

Several municipalities within the Authority's service territory have expressed interest in exploring the adoption of CCA within their communities.²⁵ In that regard, Suffolk County Legislator Fleming met with the Department, LIPA and PSEG LI to consider the adoption of CCA.²⁶ Suffolk County Legislators Fleming, Calarco, and Lindsay then sponsored Resolution No. 170-2019, Establishing a Task Force to Examine Community Choice Aggregation as an

²³ Case 14-M-224, Community Choice Aggregation, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 21, 2016) (CCA Framework Order).

²⁴ Id., CCA Guidance Document (issued August 26, 2019); Id., Guidance Document Filing Letter (filed August 26, 2019).

²⁵ Mark Harrington, *Brookhaven wants to be able [to] seek cheaper supplier of Electricity*, NEWSDAY, December 11, 2019. <https://www.newsday.com/long-island/suffolk/lipa-brookhaven-1.39450624>.

²⁶ Letter from Suffolk County Legislator Fleming to Guy Mazza, Thomas Falcone, et. al., re: East Hampton and Community Choice Aggregation, dated April 26, 2019.

Energy Procurement Strategy in Suffolk County.²⁷ These efforts also included the Town of Southampton.²⁸

In response to the interest in CCA, the Authority proposes to modify its Tariff to establish a CCA program on Long Island. LIPA's proposal implements CCA in alignment with the requirements of the Commission's CCA Framework Order and the Department's Guidance Document.²⁹ The proposal also includes certification of Data Protection Plans and dispute resolution by the Department's Long Island Office. LIPA's proposed CCA program includes the core customer protections and processes to ensure effective enrollment and opt-out procedures.

The Department recommends that the LIPA Board of Trustees adopt the CCA Tariff proposal, to enable the development of CCA on Long Island. Adoption of CCA on Long Island is a significant step toward facilitating the benefits that can be provided by CCA. CCA programs, generally, "educate, encourage, and empower communities and individuals to take control of their energy future."³⁰ CCA programs have the "potential to reduce costs and create benefits for customers, as well as promote a cleaner and more economically dynamic and efficient energy system."³¹ LIPA's adoption of CCA on Long Island will enable its customers and stakeholders to realize these benefits.

LIPA's adoption of CCA also reflects the collective efforts of multiple stakeholders, PSEG LI, and the Department. We welcome the positive and cooperative effort of the Authority to pursue CCA. As a part of this effort, the Suffolk County CCA Task Force has engaged with multiple State and Local stakeholders, including the Authority and the Department. Multiple stakeholders added value and we welcome their support through their input. The Task Force is expected to issue its Final Report in the second quarter of 2020. To the extent further consideration of the Task Force's report impacts the future development of CCA, the Department welcomes such input and encourages the Authority to consider the report's findings in its future CCA development. For the reasons stated above, the Department recommends that the LIPA Board adopt the proposal to modify its Tariff to implement CCA on Long Island.

Smart Grid Small Generator Interconnection Procedures

PSEG Long Island's Smart Grid Small Generator Interconnection Procedures (SGIP) is an addendum to the Authority's Tariff. The SGIP provides the interconnection procedures for Distributed Generators (DG) 10 MW and under. LIPA proposes to modify the SGIP, effective June 1, 2020, to reflect additional updates and clarifications consistent with the Commission's

²⁷ Resolution No. 170-2019, Establishing a Task Force to Examine Community Choice Aggregation as an Energy Procurement Strategy in Suffolk County, approved and adopted March 8, 2019.

²⁸ Letter from Town of Southampton Supervisor Jay Schneiderman and Councilman Bouvier to Thomas Falcone, LIPA CEO, re: Proposed 2020 LIPA Budget, dated December 10, 2019.

²⁹ Case 14-M-224, Community Choice Aggregation, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 21, 2016). *Id.*, CCA Guidance Document (issued August 26, 2019).

³⁰ CCA Framework Order, p. 3.

³¹ *Id.*, p. 8.

December 13, 2019, Order Modifying Standardized Interconnection Requirements (SIR).³² The Department recommends that the proposal to amend the SGIP be adopted as proposed.

LIPA and PSEG LI continue to update the requirements of the SGIP, consistent with Commission Orders and the Department's recommendations regarding SIR, aligning with the Commission's April 2018 Order.³³ Recently, LIPA and PSEG LI also implemented clarifications and modifications consistent with the Commission's July and October 2018 SIR Orders.³⁴ However, on September 5, 2019, members of the statewide Interconnection Policy Working Group (IPWG) and Interconnection Technical Working Group (ITWG) petitioned the Commission to further clarify and amend the SIR.³⁵ On December 13, 2019, the Commission adopted the modifications proposed in the working groups' petition in its December SIR Order.³⁶

LIPA's current proposal seeks to align the SGIP with the requirements of the Commission's December SIR Order. The proposal modifies the SGIP to allow interconnection applicants to submit application modification requests to PSEG LI without being removed from the queue as is currently the practice. PSEG LI will determine if the modification is a material and determine whether the application should be removed from the queue and a new application be required. Non-material modifications will be reviewed and accommodated based upon the additional work required to implement the change. LIPA's proposal also modifies the glossary of terms contained in the SGIP to codify these terms.

In addition, pursuant to the December SIR Order, the current proposal implements changes to the data requirements for Energy Storage Systems (ESS) Applications, to more effectively process these applications.³⁷ Adding more questions in the ESS Application is expected to provide useful information to PSEG LI regarding energy storage. LIPA also modifies the definition of the term "Net energy metering" clarifying that PSEG LI will install an AMI meter for "Net Metering customer-generator[s]."

These modifications will enhance the efficiency and effectiveness of the SGIP and further align LIPA's Tariff with the SIR administered by New York's Utilities. For these reasons, the Department recommends that the LIPA Board of Trustees adopt the modifications as proposed and that it continue to develop the Authority's interconnection procedures consistent with future Commission Orders.

³² Case 19-E-0566, Joint Petition – SIR Requirements, Order Modifying Standardized Interconnection Requirements (issued December 13, 2019) (December SIR Order).

³³ Matter 18-02999, Tariff Filings of the Long Island Power Authority to Modify its Tariff for Electric Service, DPS Recommendations (issued December 14, 2018) pp. 3-4. See, Cases 15-E-0557 et al., SIR, Order Modifying Standard Interconnection Requirements for Small Distributed Generators (issued April 19, 2018) (April Order).

³⁴ Matter 19-01145, Tariff Filings of the Long Island Power Authority to Modify its Tariff for Electric Service, DPS Recommendations (issued December 13, 2019) pp. 1-3. See, Cases 15-E-0557 et al., supra, Order Granting Clarification (issued July 13, 2018) (July SIR Order); Order Modifying Standard Interconnection Requirements for Small Distributed Generators (issued October 18, 2018) (October SIR Order).

³⁵ Case 19-E-0566, Joint Petition – SIR Requirements, Petition for Amendment (filed September 5, 2019).

³⁶ December SIR Order.

³⁷ December SIR Order, pp. 10-11.

Conclusion

LIPA's proposed modifications appropriately update and streamline the Authority's Tariff consistent with the practices and provisions established by the Commission and implemented by New York State's IOUs. LIPA's proposed modifications comport with the spirit and intent of the LRA to ensure that the Authority and the Service Provider provide safe and adequate service at the lowest level consistent with sound fiscal operating practices. In accordance with the discussion herein, DPS recommends approval of the proposed tariff modifications.

Sincerely,

A handwritten signature in black ink, appearing to read "John B. Rhodes". The signature is stylized with a large initial "J" and "B".

John B. Rhodes,
Chief Executive Officer

CC: Thomas Falcone, LIPA Chief Executive Officer
Anna Chacko, LIPA General Counsel
Bobbi O'Connor, LIPA Secretary to the Board of Trustees
Dan Eichhorn, PSEG LI President and Chief Operating Officer
Guy Mazza, DPS LI Director

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LONG ISLAND POWER AUTHORITY

-----x

VIRTUAL ZOOM

TARIFF PUBLIC COMMENT SESSION

-----x

May 4, 2020

10:07 A.M.

B e f o r e :

JUSTIN BELL,

Director of Rates and Regulations,

LIPA

1

2 **A P P E A R A N C E S :**

3

4 FROM LIPA

5 Justin Bell

6 Director of Rates and Regulations 4

7

8 Scott Brown

9 PSEGLI..... 11

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11 Dan Taylor

12 Daymark Energy Advisors 13

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P R O C E E D I N G S

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MR BELL: Good morning,

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everyone.

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Welcome to today's public comment

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session.

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The purpose of this session is to

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receive public comments on proposed changes to the

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Long Island Power Authority's Tariff. Copies of

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the proposals are available on the Authority's

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website and are incorporated into the record of

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this hearing.

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My name is Justin Bell, and my

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role today will be to briefly summarize each of the

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proposals. Then representatives from PSEG Long

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Island will discuss the Solar Communities proposal

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in more detail.

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Lastly, I will call the names of

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members of the public who have signed up to make

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comments. If you want to speak but haven't yet

21

signed up, please send an e-mail to tariffchanges,

22

that's all one word, tariffchanges@lipower.org,

23

indicating your name, the organization you're

24

speaking on behalf of, if any, and whether you want

25

to speak at this morning's session or afternoon

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2 session, which will be on at 2:00.

3

4 When you're called to speak,
5 please start by unmuting your phone or computer.

6

7 Please note that as the purpose of this hearing is
8 to receive your comments, we will not be responding
9 to comments at today's hearing. Instead, your
10 comments will be relayed to the Authority's staff,
11 the Board of Trustees, and to PSEG Long Island for
12 their consideration before the next board meeting.
13 And questions will be relayed to the Authority
14 staff and PSEG Long Island staff to be responded
15 to.

16

17 Please note that today's session
18 is being recorded and transcribed. Members of the
19 public may also submit comments in writing to the
20 same e-mail address. Again, that's, tariffchanges,
21 all one word @lipower.org. Written comments need
22 to be received by May 11th in order to -- for the
23 board to have time to consider them before its next
24 meeting.

25

26 I will now give a brief summary of
27 the each of the proposals, beginning with the
28 Community Choice Aggregation proposal.

29

30 Just a note on procedure, this is

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2 the Authority's first virtual public comment
3 session. So please bear with us as we work through
4 any technical difficulties that may come up and
5 please excuse any background noise as we are
6 conducting from our own homes.

7

Now moving on to Community Choice
8 Aggregation. In a Community Choice Aggregation
9 Program, local municipalities may aggregate the
10 load of their residents and small businesses on an
11 opt-out basis and procure energy on their behalf.

12

In April 2016, the New York Public
13 Service Commission authorized the establishment of
14 a generic municipal CCA programs statewide and set
15 forth the framework for those programs.

16

In August 2019, the New York
17 Department of Public Service published the
18 "Community Choice Aggregation Guidance Document,"
19 providing guidance for all parties' rules and roles
20 in the administration of a CCA. Several
21 municipalities within the LIPA territory have
22 expressed interest in exploring the creation of
23 CCAs for their municipalities.

24

LIPA staff is proposing to adopt
25 the CCA Framework in the LIPA Tariff so that, if

1

2 approved by the board, Community Choice Aggregation
3 will be available in the LIPA Service Territory.
4 The Tariff proposal sets forth the requirements
5 applicable to a CCA, the obligations of PSEG Long
6 Island, and rules and governance of the CCA
7 program.

8 The CCA program is proposed to use
9 the existing Long Island Choice program, which is
10 LIPA's retail choice program. CCA Administrators
11 would need to select an Energy Service Provider
12 that meets the requirements of Long Island Choice.
13 Staff believes the proposal will enable
14 municipalities to choose energy providers that
15 advance the objectives and priorities of their
16 local residents and businesses.

17 Another note on procedure, I'm
18 going to keep going through all these proposals and
19 then after we're finished, Scott and Dan from PSEG
20 are going to present some more detail on the Solar
21 Communities Tariff and then we will take all of the
22 comments at the end. So please hold your comments
23 until we summarize each of the proposal.

24 I'll turn next to the Suffolk
25 County Coastal Resiliency Initiative. The Suffolk

1
2 County Department of Public Works has launched a
3 project to connect approximately 5,000 homes on the
4 south shore of Long Island to the public sewer
5 system as a replacement for the existing onsite
6 septic systems that deposit untreated water and
7 sewage directly into the ground during flooding
8 events and ultimately into Long Island's aquifers
9 and open waters. The Initiative has the potential
10 to prevent nitrogen and pathogen pollution of the
11 Great South Bay and its watershed tributaries from
12 existing septic systems, which are subject to
13 flooding.

14 Since the grants available to the
15 County cannot be used to support recurring
16 expenses, the County, on behalf of the sewer
17 districts, has requested a negotiated rate that
18 waives LIPA's daily service charge and certain
19 upfront connection charges in exchange for an
20 upfront contribution in aid of construction. LIPA
21 staff is proposing changes to the Tariff to enable
22 the sewer districts participating in the Coastal
23 Resiliency Initiative to negotiate rates with the
24 Authority.

25 I'll next turn to the high

1
2 capacity factor resources proposal. This proposal
3 concerns the incentives available to non-renewable
4 fossil fuel powered fuel cells. Anticipating that
5 such resources will not be eligible to help satisfy
6 Long Island's goals under the Climate Leadership
7 and Community Protection Act, LIPA staff is
8 proposing to make non-renewable fossil fuel cells
9 ineligible for net energy metering because they're
10 part of an incentive available to certain
11 distributor resources and they're ineligible for
12 the Environmental Credit under the Value of
13 Distributed Energy Resources Tariff.

14 In addition, the Community
15 Distributed Generation projects, which are proposed
16 to be powered by non-renewable fossil fuel cells,
17 will receive a community credit, which will be
18 adjusted by a capacity factor adjustment,
19 consistent with recent actions of the Public
20 Service Commission. The result will be to lower the
21 community credit that is available for
22 non-renewable fuel cells.

23 Projects for which a completed
24 application was submitted before October 17th, the
25 date these changes were proposed, would be

1

2 grandfathered under the prior rules, since project
3 developers would not have been on notice of these
4 changes prior to that date.

5

Next I'll turn to the proposal to
6 update the Smart Grid Small Generator
7 Interconnection Procedures. Consistent with recent
8 changes to the New York State Standardized
9 Interconnection Requirements, LIPA Staff is
10 proposing to modify the SGIP to enable applicants
11 to make modifications to their applications while
12 in the interconnection queue. If the modifications
13 are not material, the applicant will not lose its
14 spot in the queue.

15

In addition, staff is proposing to
16 modify the energy storage interconnection
17 application to add storage-specific questions that
18 will make processing of these applications more
19 efficient. We think that the combination of these
20 changes will have the effect of making the
21 interconnection procedure application a little bit
22 easier and the process a little bit better for
23 participants.

24

Finally, LIPA staff is proposing
25 changes to the Tariff to add a new Solar

1
2 Feed-in-Tariff that would procure additional solar
3 resources to supply a new program called PSEG Long
4 Island Solar Communities. Solar Communities will
5 allow customers who do not have the roof space or
6 financial means to add solar to their own rooftops
7 to participate in utility-administered community
8 solar projects. The benefits will be streamed to
9 customers and the program will be primarily
10 dedicated to low-and-moderate income customers.

11 Now I don't want to steal Scott
12 and Dan's thunder, so let me turn it over to them
13 to provide more information about how the solar
14 power will be procured. After their presentations
15 we will begin the public comment portion of this
16 session.

17 Scott, please take it away. And
18 remember to unmute yourself.

19 MR. BROWN: Justin, can you guys
20 hear me now?

21 MR. BELL: Yes, I can now.

22 MR. BROWN: Okay.

23 Thank you.

24 Yeah, thank you very much.

25 Yeah, we're going to go over the

1

2 newest Feed-In Tariff Program, which is our FIT --
3 FIT program. This one is called the Solar
4 Communities Program. It's starting out as a 20
5 megawatt program. We're looking to, once the
6 Trustees approve it, to have applications be
7 accepted between the period of June 1st through
8 September 30th.

9 What we're going to do is
10 redevelop the lessons learned approach from our
11 past Feed-In Tariff programs and we applied these
12 to this program here.

13 We have put some additional
14 information on the program on our psegliny website.
15 If you go to that site, we have a sample
16 application for this program already there. We've
17 included a sample Purchase Power Agreement, PPA, on
18 that site.

19 And we've also put together a list
20 of frequently asked questions. We have about 46 of
21 them right now. So many of the questions are
22 probably already addressed in that area. Again,
23 that's on our psegliny website with information on
24 the program.

25 To describe this program, I've

1

2 invited Dan Taylor, he's our consultant from
3 Daymark Energy Advisors, to go through it and we
4 put together some slides, mostly with regard to the
5 data valuation process.

6 So, Dan, if you're on the line, if
7 you could take over and take us through the slides,
8 please.

9 MR. TAYLOR: Sure.

10 Thanks, Scott.

11 And good morning, everyone.

12 Next slide, please.

13 So we're just going to walk
14 through a little bit more detail on the project
15 award process here, which is a little bit different
16 than our previous Feed-In Tariffs have been
17 recently designed. So we'll walk you through the
18 key design elements here.

19 So the applicants may bid any
20 price they wish up to the overall price cap of
21 \$.16.49 cents per kilowatt hour.

22 And as Scott mentioned, there's
23 this initial enrollment period that will go from
24 June 1st to September 30th of this year. And all
25 offers, all projects that are offered during that

1

2 period will be evaluated together and they'll be
3 prioritized from lowest to highest price is the
4 primary criteria.

5

6 If any projects have the exact
7 same prices, then they will be prioritized from
8 smaller to largest project, with the smallest
9 project given priority.

10

11 The more capacity clearing in the
12 program, the lower the bid price cap will be for
13 the next highest priority offer and we'll walk
14 through that in a little bit more detail in the
15 subsequent slide.

16

17 And successful applicants are
18 offered a Power Purchase Agreement at their as-bid
19 price. This is a change from prior Feed-In
20 Tariffs. So rather than having a single clearing
21 price for the entire program, each applicant will
22 be -- each successful applicant will be paid the
23 price that they bid for that project.

24

25 Next slide, please.

26

27 This is showing the sloped bid
28 price cap that I mentioned. So on the X axis down
29 below, is cumulative capacity that's cleared in the
30 program and so as you can see, as more capacity

1

2 clears in the program, the price cap, which is
3 illustrated by the line there, declines.

4

5 So at the -- when there's no
6 capacity cleared in the program, then the price cap
7 is at \$.16.49 cents, which is the level of the last
8 Solar Feed-In Tariff, so called Fit 3 from a few
9 years ago. And as more capacity clears, that price
10 cap will decline lineally to about to -- to 15
11 megawatts. At 15 megawatts, the price cap is
12 \$.14.5 cents. And at that point, as more capacity
13 clears, it declines a little bit faster down to
14 \$.13 cents when the program is full.

15

16 I should mention to you for
17 clarity that the megawatt figures I'm citing in
18 this presentation are all AC rated megawatts. The
19 tariff and the PPA will be given in terms of AC
20 rated -- AC ratings. Some of it -- the description
21 of the program, which are geared more toward New
22 York targets, are given in DC ratings, which is how
23 those targets are -- are given. For our purposes,
24 we have converted one megawatt DC is assumed to be
25 equivalent to about 0.8 megawatt AC. Of course
that ratio will vary by specific projects and so
we'll see.

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And so for 20 megawatts AC, you can see -- in order for 20 megawatts AC to clear in this program, the prices would need to be \$.13 cents or lower.

Next slide, please.

So this is going into a little bit more detail. So this will occur after September 30th when the initial enrollment period is closed. All complete and response applications received to date will be evaluated. There are a few preliminary screens to ensure that they fit on the system but for all applications that meet that criteria, they'll be ranked in this way.

As I mentioned, first is the lowest offer price and offers will be made to four decimal places in dollars per kilowatt hour terms. Then for projects with the same offer price will be smallest capacity projects will be given priority and then in -- in -- what we consider the rare event that there's a tie where multiple projects have the exact same price and the exact same size down to the kilowatt, if a single applicant is offering those projects, then that applicant will be asked to rank their own tied projects so that

1

2 the evaluators will know which project to take as
3 the higher priority project among that applicant's
4 own projects.

5

And also the applications will
6 provide applicants the ability to specify
7 alternative capacity levels. These alternative
8 capacity levels will only factor in if their
9 project would not be accepted at the proposed level
10 but might be accepted at smaller levels. If program
11 size doesn't allow the full capacity but might
12 allow a smaller capacity, then -- then providing
13 these alternative sizes would advantage that --
14 that applicant to allow them to be accepted.

15

Next slide, please.

16

So here is an example that we can
17 walk through just to get into the details a little
18 bit more concretely. So we have here an example
19 where five bids were received during that initial
20 enrollment period from June 1st to September 30th.
21 They're labeled: A, B, C, D and E. And the table
22 here has already ranked them in priority order from
23 the highest priority project at the top of the
24 table and they go down to the lowest priority
25 project, E, and that's based on price.

1
2 And so you can see how the
3 projects will be lined up against this -- the
4 sloped bid price cap, where offer A is the first
5 offer in, 4.4 megawatts. And it had an offer price
6 of \$.13.5 cents. So that offer, because it's the
7 highest priority offer, is measured against a price
8 cap at the very beginning of that curve of \$.16.49
9 cents and so that project would receive an award of
10 a PPA. It would be offered a PPA of \$.13.5 cents,
11 which is its offer price.

12 Same goes for the next -- the next
13 offer, a 4.9 megawatt offer. There's now -- that
14 now brings cumulative capacity to 9.3 megawatts in
15 the program. So its price cap is now \$.15.91
16 cents. It's a little bit lower because it would
17 come down that curve but still the offer price of
18 \$.13.7 cents per kilowatt hour is still lower than
19 the price cap and, therefore, offer B is accepted
20 and it is offered a PPA award at \$.13.7 cents per
21 kilowatt hour.

22 And so this process continues you
23 can see for -- for bid C and D, have a similar
24 calculation performed and those -- those two
25 projects as well would -- would clear and would be

1

2 offered an award under the program design.

3

4 That brings us to offer E. And
5 offer E, now that there has been 16.3 megawatts of
6 higher priority capacity already accepted when we
7 come to evaluate offer E and so the price cap with
8 16.3 megawatts of -- of cleared capacity is now
9 \$.14.11 cents. And we see that the offer of \$.14.6
10 cents is now higher than that price cap as
11 evaluated there. And as a result, offer E would be
12 placed on the wait list. It would not be offered an
13 award at this time because it is above the slope
14 price -- the sloped price cap.

14

15 Now there is a calculator
16 available at the website that Scott was giving
17 earlier, psegliny.com. If you go there, there is a
18 downloadable sloped bid price cap calculator, which
19 allows you to either put in the megawatts of
20 cleared capacity and obtain the price cap or put in
21 the price cap and obtain that cleared megawatts
22 that would yield that so that you can evaluate
23 points on that line.

23

Next slide, please.

24

25 So that previous example was
how -- was an example of evaluating the initial

1

2 enrollment period, how bids are received in the
3 initial enrollment period would be evaluated.

4 After the initial enrollment period, there will be
5 subsequent evaluations quarterly through June 30th
6 of 2022 so that remaining program capacity may be
7 filled.

8 This could be because the initial
9 enrollment period may not -- may not fill the
10 entire 20 megawatts or due to attrition of projects
11 that have been offered awards, program capacity
12 may -- may reopen or it is possible that -- that
13 the program capacity will be expanded.

14 So for whatever reason to the
15 extent that there's -- there's still program
16 capacity available after the initial enrollment
17 period, on a quarterly basis bids that are on the
18 wait list, as well as newly submitted bids and
19 resubmitted bids at lower prices will be evaluated
20 in -- in much the same manner as we just went
21 through. The difference is that all prior award
22 capacity is now taken as a -- as a given. So that
23 gray block in the chart on the right represents
24 capacity that has already been offered an award.

25 This block may change in size as

1

2 projects, as I mentioned, projects may be canceled
3 or drop out and so they may go up but they're not
4 evaluated based on price. So if a new -- a new
5 project is offered in at a price lower than the bid
6 of a project that's already been offered a PPA,
7 that new bid will not displace the previously
8 awarded project.

9 So as we come to one of these
10 subsequent quarterly evaluations, new priced
11 applications will be considered against the
12 remaining room under that cost cap curve and either
13 given an award or added to the wait list for a
14 subsequent evaluation period.

15 So you can see that this -- in
16 this example, we have about 12 megawatts. We're
17 assuming about 12 megawatts of prior awarded
18 contracts -- prior awarded capacity in this
19 example. And so if this new offer F came in with a
20 price of \$.13 cents, it would -- it would be
21 offered an award because it does come under the
22 sloped price cap, based on existing capacity.

23 However, this offer E and as you
24 can see with an offer price of about \$.14.5 cents,
25 would still fail to qualify in this example. So

1

2 these changes will be evaluated quarterly.

3

4 So that is a quick overview of
5 some of the key points on the award process. And I
6 believe that concludes my presentation.

6

MR. BELL: Thanks.

7

8 We will now open the floor for
9 public comments. And before I call the first
10 speaker, I would just note that we had one request
11 from Brendon Sweeney, who represents the Supervisor
12 Romaine at the Town of Brookhaven, to note his
13 attendance for the record at the session, although
14 he will not be speaking.

14

15 So with that, note, I will move on
16 to the first speaker will be Javier Barrios from
17 Good Energy.

17

18 Mr. Barrios, please remember
19 unmute yourself before you begin speaking.

19

20 MR. BARRIOS: (Zoom inaudible)
21 policy, I think it's an important piece to the
22 Governor's Energy Policy to address the issue of
23 climate change.

23

24 So thank you to LIPA for
25 considering this.

25

I'm going to be brief. I know I

1

2 don't have that much time. So I'm just going to
3 address a certain point. I hope everybody can hear
4 me.

5 And the first point is a very key
6 point with regard to Community Choice Aggregation.
7 In Section 9 of the LIPA Tariff, sheet 315, there
8 are provisions of a two-bill option system but
9 there is no mention of a consolidated billing
10 option provided by LIPA.

11 So my comment is, does LIPA have
12 the capacity to do consolidated billing of ESCO
13 charges where LIPA could remit ESCO charges to
14 the -- to the ESCO?

15 If yes, if there is a
16 consideration, we'd like to look at those rules or
17 any summary of those rules in detail.

18 And, also, would LIPA consider a
19 Purchase of Receivables Program similar to that of
20 other investor-owned utilities?

21 I have two other comments and then
22 I'll finish.

23 One of the handouts provided by
24 LIPA in February, indicates that there are
25 presently only 50 mass market LI Choice customers.

1

2 What trend has LIPA -- to make any changes to it
3 beyond those already announced if CCA become
4 active?

5 And I think probably the most
6 important of my comments is, would LIPA consider a
7 workshop with CCA administrators and interested
8 ESCOs and energy suppliers to discuss mechanisms
9 behind the bill credit provision on LIPA Tariff
10 sheet 299, the list of credits on sheet 310, and
11 how they tie out to the monthly bill credit
12 adjustment statements for the Long Island Choice
13 Program?

14 CCAs typically require ESCO's
15 price product options and the Long Island Choice
16 pricing mechanism has been a challenge for us and
17 for ESCOs. So would LIPA consider making changes
18 to the Long Island Choice pricing structure based
19 on feedback received from a possible workshop or
20 stakeholder forum that we would have in order to
21 provide feedback for LIPA and, also, more
22 importantly, to make Community Choice Aggregation
23 as successful as possible for municipal government
24 and the residents that are within those
25 communities?

1

2

Those are all of my comments.

3

Thank you for allowing me to

4

Speak.

5

MR. BELL: Thank you so much.

6

Your comments will be provided to

7

LIPA staff and PSEG Long Island staff to follow up

8

and as well to the LIPA Board.

9

So the next commentor who we have

10

signed up to speak is Brandon Smithwood from

11

Dimension Renewable Energy.

12

Mr. Smithwood.

13

As a reminder, please unmute

14

yourself before you begin speaking.

15

MR. SMITHWOOD: Thanks.

16

Can you hear me?

17

MR. BELL: Yes.

18

MR. SMITHWOOD: Hi.

19

This is Brandon Smithwood. I'm the

20

Policy Director for Dimension Renewable Energy.

21

I wanted to speak to some of the

22

changes in the high capacity factor renewables --

23

I'm sorry, high capacity factor resources tariff

24

changes proposal.

25

LIPA recently changed the

1

2 community credit to five cents per kilowatt hour as
3 part of one of its routine value stackup dates.

4

In the tariff proposal it
5 recommends a revision to -- sheet 34T, to allow for
6 that community credit value to be locked in at the
7 25 percent interconnection payment milestone. So
8 once you have your interconnection agreement, you
9 make a 25 percent deposit, you would secure the
10 then available credit rate.

11

My understanding is that this is
12 being done because the community credit values is
13 expected to be revisited this fall. And it's also
14 consistent with how the investor-owned utilities'
15 tariffs work where you don't wait until the
16 in-service date, which is what the tariff currently
17 says. Since, you know, that can be, you know, a
18 year-and-a-half plus down the road and these values
19 change within that time.

20

So anyhow, I want to voice my
21 support for that tariff change and suggest that the
22 same treatment be extended to the E value and the
23 DRV, or LSRV value. LIPA is now currently
24 considering modifications to these values but the
25 investor-owned utilities are undergoing revisions

1

2 to their marginal cost of service study
3 methodologies that will inform new DRV values and I
4 think it's reasonable to anticipate that the board
5 may consider mirroring those changes as they
6 happen.

7 I know that LIPA's also completed
8 a Locational Value Solar Study, which could inform
9 new LSRV and DRV values. And then on the E value
10 side, the -- the State, the Department of Public
11 Service is undergoing a review of E value and
12 particularly shaping it so that you wouldn't be
13 paid on a level basis throughout the year.

14 And in the Climate Leadership and
15 Protection Act and Communities Protection Act of
16 2019, there are requirements for updating and
17 clarifying the methodology for societal costs in
18 front of it.

19 So I say all of that because these
20 values, while LIPA's not considering changing them
21 right now, may change in the future and from a
22 project financing standpoint, once you have your
23 permits and interconnection, that's when you need
24 to convince a financier to finance your project.
25 And if there's some uncertainty about what the

1

2 values will be at your in-service date, that makes
3 it extremely difficult to finance the project.

4

5 So, again, just to recap briefly,
6 I'm very supportive of the change to the tariff to
7 lock in community credit at 25 percent
8 interconnection payment and I hope the same can be
9 extended to E value and DRV and LSRV.

10

Thank you.

11

MR. BELL: Great.

12

13 Thank you so much for your
14 comments.

15

16 They will be passed along to LIPA
17 and PSEG Long Island staff, as well as to the Board
18 of Trustees.

19

20 So we have another request for the
21 record to reflect attendance from Lisa Broughton,
22 who is the Energy Director for Suffolk County
23 Economic Development Planning. So the record will
24 reflect that, although I do not believe that Ms.
25 Broughton has requested to speak.

26

27 So that concludes the list of
28 public speakers that we have for this morning's
29 session. We have some additional speakers who have
30 signed up to speak at the 2:00 p.m. session.

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So at this time, we will hold the record open for the remainder of the -- for the remainder of the hour, excuse me, in case additional commentors join in the last 40 minutes.

So we are now going to go on mute and turn off our cameras and we'll be on standby until additional requests to speak are received or we hit 11:00 and end the public comment session.

So thank you all for your participation.

Feel free to stick around if you like in case other commentors join. If not, you'll be able to read the comments and responses in that LIPA Board materials, which are posted before the board meeting.

Thanks again everyone.

And we are now going to go on hold.

Thanks.

(Whereupon, at 10:38 a.m., the hearing was temporarily recessed.)

(At 11:00 a.m., the hearing was resumed.)

MR. BELL: Hello everyone.

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It is now 11:00 and we are
adjourning this public comment session.

As a reminder, there will be
another public comment session at 2:00 p.m. today.
If you wish to speak at that session, please send
an e-mail address to the same e-mail address --
excuse me -- send an e-mail to the same e-mail
address that is, tariffchanges, all one word,
@lipower.org. And we look forward to hearing from
you.

As a reminder, you may also
submit written comments to the same e-mail address
up until May 11th.

And we will see some of you again
at 2:00 p.m.

Thanks.

And we are now adjourning this
morning's session.

(At 11:01 a.m., the hearing was
concluded.)

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2 STATE OF NEW YORK)

3 SS.

4 COUNTY OF NEW YORK)

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I, MARC RUSSO, a Shorthand

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(Stenotype) Reporter and Notary Public within and

9

for the State of New York, do hereby certify that

10

the foregoing pages 1 through 31, taken at the time

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and place aforesaid, is a true and correct

12

transcription of the Zoom video.

13

IN WITNESS WHEREOF, I have

14

hereunto set my name this 6th day of May, 2020.

15



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MARC RUSSO

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Concordance

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LONG ISLAND POWER AUTHORITY

-----x

VIRTUAL ZOOM

TARIFF PUBLIC COMMENT SESSION

-----x

May 4, 2020

2:03 P.M.

B e f o r e :

JUSTIN BELL,

Director of Rates and Regulations,

LIPA

1

2 **A P P E A R A N C E S :**

3

4 FROM LIPA

5 Justin Bell

6 Director of Rates and Regulations 4

7

8 Scott Brown

9 12

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11 Dan Taylor

12 Daymark Energy Advisors 13

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2

P R O C E E D I N G S

3

MR BELL: Hello everyone.

4

5

This is Justin Bell from the Long
Island Power Authority.

6

7

I am going to begin recording this
session and then we can get started.

8

9

10

11

So I'd like to just remind
everybody when you're -- I'd like to remind
everybody when you're not speaking, just to stay on
mute to help reduce the background noise.

12

13

14

15

16

17

If there's a -- if you're on the
Gotomeeting site itself, there's a mic button in
the lower portion of the window that you can use to
mute from your computer or if you dialed in from a
phone, you can use your ordinary mute button on
your phone.

18

19

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21

22

And this is -- today is our first
time holding virtual public comment sessions, so
please bear with us if we experience any technical
difficulties. This morning's session went very
smoothly but you never know.

23

24

25

Also, since we are conducting
these sessions from our own homes, please excuse
any background noise. I put my own dog in the

1

2 other room so hopefully if we have any -- any
3 barking dogs, others can do the same.

4

So with that I will get started.

5

6 The purpose of today's session is
7 to receive public comments on proposed changes to
8 the Long Island Power Authority's Tariff. Copies
9 of the proposals are available on the Authority's
10 website and are incorporated into the record of
11 this hearing.

12

13 Again, my name is Justin Bell, and
14 my role today will be to briefly summarize each of
15 the proposals. Then representatives from PSEG Long
16 Island will discuss the Solar Communities proposal
17 in more detail.

18

19 Lastly, I will call the names of
20 members of the public who have signed up to make
21 comments today. If you want to speak but haven't
22 yet signed up, please send an e-mail to
23 tariffchanges, that's all one word, at lipower.org,
24 indicating your name, the organization you're
25 speaking on behalf of, if any, and whether you want
26 to speak at this afternoon's session.

27

28 You also would have the
29 opportunity to submit comments in writing. Written

1

2 comments need to be received by May 11th.

3

4 When you're called to speak this
5 afternoon, please start by unmuting your phone or
6 computer. And then when you're finished speaking,
7 please mute yourself again to prevent unnecessary
8 background noise.

8

9 Please note, a general disclaimer,
10 we always give -- the purpose of this hearing is to
11 receive your comments, so we will not be responding
12 to comments today. Instead, your comments will be
13 relayed to the Authority's staff, the Board of
14 Trustees, and the staff PSEG Long Island for their
15 consideration before the next board meeting.

15

16 Please note, again, that today's
17 session is being recorded and transcribed. As I
18 mentioned, written comments may be submitted
19 through May 11th to the same e-mail address, which
20 is tariffchanges@lipower.org.

20

21 I will now give a brief summary of
22 the proposals, beginning with the Community Choice
23 Aggregation proposal.

23

24 In the Community Choice
25 Aggregation, or CCA program, municipalities may
26 aggregate the load of their residents and small

1

2 businesses, or other constituents, on an opt-out
3 basis and procure energy on their behalf.

4

In April 2016, the New York Public
5 Service Commission authorized the establishment of
6 generic municipal CCA programs statewide and set
7 forth the framework for those programs.

8

In August of 2019, the New York
9 Department of Public Service published the
10 "Community Choice Aggregation Guidance Document,"
11 providing guidance for all parties' rules and roles
12 in the administration of a CCA. Several
13 municipalities within the LIPA territory have
14 expressed interest in exploring creation of a CCA.

15

LIPA Staff is proposing to adopt
16 the CCA Framework in the LIPA Tariff so that, if
17 approved by the board, Community Choice Aggregation
18 will be available in the LIPA Territory. The Tariff
19 proposal sets forth the requirements applicable to
20 the CCA, the obligations of PSEG Long Island, and
21 the rules and governance of the CCA program.

22

The CCA program is proposed to use
23 the existing Long Island Choice program, which is
24 LIPA's existing retail choice program. CCA
25 Administrators would need to select an Energy

1

2 Service Provider that meets the requirements of
3 Long Island Choice. Staff believes that the
4 proposal will enable municipalities to choose
5 energy providers that advance the objectives and
6 priorities of their local residents and businesses.

7

I'll turn next to the Suffolk
8 County Coastal Resiliency Initiative proposal.

9 Just a note in terms of process, we're going to
10 hold the comments to the end after we've described
11 and summarized the proposals then we'll take
12 comments on all of them.

13

The next proposal, as I mentioned,
14 is the Suffolk County Coastal Resiliency
15 Initiative. The Suffolk County Department of Public
16 Works has launched a project to connect
17 approximately 5,000 homes on the south shore of
18 Long Island to a public sewer system as a
19 replacement for existing onsite septic systems that
20 can deposit untreated water and sewage directly
21 into the ground when flooded and ultimately into
22 Long Island's aquifers and open waters.

23

The Initiative has the potential
24 to prevent nitrogen and pathogen pollution of the
25 Great South Bay and its watershed tributaries from

1

2 existing septic systems, which are subject to
3 flooding.

4

5 Since the grants available to
6 the County cannot be used to support recurring
7 expenses, the County, on behalf of the sewer
8 districts, has requested an ability to negotiate a
9 rate with LIPA that waives LIPA's daily service
10 charges and certain upfront connection charges in
11 exchange for a contribution in aid of construction.

12

13 LIPA staff is proposing to change
14 the Tariff to enable the sewer districts to have
15 the right to negotiate a rate in this way to
16 support participation in the Coastal Resiliency
17 Initiative.

18

19 Next, I will turn to the high
20 capacity factor resources proposal. This is the
21 third one on the list. This proposal concerns
22 incentives available to non-renewable fossil fuel
23 powered fuel cells. Anticipating that such
24 resources will not be eligible to help satisfy Long
25 Island's goals under the Climate Leadership and
Community Protection Act, LIPA staff is proposing
to make non-renewable fossil fuel cells ineligible
for net energy metering, which is an incentive paid

1

2 to some distributed resources eligible --
3 ineligible for the environmental credit under the
4 value of distributed generation -- distributed
5 energy resources tariff -- excuse me.

6 In addition, the Community
7 Distributed Generation projects, powered by
8 non-renewable fuel cells, will receive a community
9 credit, that will be adjusted based on a capacity
10 factor adjustment. And this is consistent with
11 recent actions of the Public Service Commission.
12 The capacity factor adjustment will have the effect
13 of lowering the community credit available for a
14 higher capacity factor resources such as fuel
15 cells.

16 Projects for which a completed
17 application was submitted before October 17th, the
18 date these proposals were issued, would be
19 grandfathered under the prior rules, since project
20 developers would not have been on notice of these
21 changes prior to that date.

22 Fourth, I will turn to a proposal
23 to update the Smart Grid Small Generator
24 Interconnection Procedures, or SGIP.

25 Consistent with recent changes to

1

2 the New York State Standardized Interconnection
3 Requirements, LIPA Staff is proposing to modify the
4 SGIP to enable applicants to make modifications to
5 their applications while in the interconnection
6 queue without losing their spot in line. The
7 modifications are not material, the applicant will
8 not lose its place in the queue.

9 In addition, staff is proposing to
10 modify the energy storage interconnection
11 application to add storage-specific questions to
12 the application that will make processing of these
13 applications more efficient.

14 Finally, LIPA staff is proposing
15 changes to the Tariff to add a new Solar
16 Feed-in-Tariff that would procure additional solar
17 resources to supply a new program called PSEG Long
18 Island Solar Communities. Solar Communities will
19 allow customers who do not have roof space or
20 financial means to add solar to their own rooftops
21 to participate in a utility-administered community
22 solar program. The benefits will be streamed to
23 customers and the program will be primarily
24 dedicated to low-and-moderate income customers of
25 the Authority.

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Now I don't want to steal Scott and Dan's thunder, so in a moment, I will turn it over to Scott and Dan from PSEG to provide some more information about how the solar power will be procured through an auction process. After their presentation we will begin the public comment portion of today's session.

So Scott, please take it away.

(No response.)

MR. BELL: Scott, I can't hear you.

MR. BROWN: Okay. I think you can hear me now; right?

MR. BELL:

MR. BROWN: Yeah, thank you everybody.

This is our -- this Feed-in Tariff program is our FIT-- our FIT program, called the Solar Communities.

What we've done with this program is we've used a lessons-learned approach from our past programs to develop new rules which hopefully better serve the communities and, also, better help out the solar developers.

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On our PSEG Long Island New York website, we've put a lot of materials on the site to give more information about this program. Such information as the tariffs, as well as we also have a sample a sample application loaded on there, s well as a sample Purchase Power Agreement, or PPA.

We've also put on there, frequently asked questions, about 46 of them are now loaded on there. So I would encourage anyone who is looking into the program to visit that site and take a look at it and perhaps a lot of your questions are already answered.

To assist that they -- in describing the data valuation process, we invited our consultant from Daymark Energy Advisors, Dan Taylor, to go through some slides with you.

So, Dan, if you can review the slides, that would be great.

MR. TAYLOR: Thanks, Scott.

And good afternoon, everyone.

Yes, so I'll walk through a few slides that go into a little bit more detail on the project award process for this Feed-in Tariff that Scott noted, it is a little bit different than how

1

2 previous FITs have functioned. So we'll just walk
3 you through how that's going to --

4

So in this one, the applicants may
5 bid any price they wish up to the overall price cap
6 of \$0.1649 per kilowatt hour. That is -- that is
7 the rate of prior Solar FITs.

8

Offers received during initial
9 enrollment period, which is -- which is scheduled
10 to occur from June 1st through September 30th of
11 this year, will be evaluated altogether based on
12 the price first and then size of the project as a
13 secondary tie breaking criteria.

14

The more capacity that clears in
15 the program, the lower bid price cap will be for
16 the next highest priority offer and we'll walk
17 through this in a little bit more detail in a
18 subsequent slide. This is the slopes bid price cap
19 element that's new to this -- to this FIT.

20

And successful applicants are
21 offered a Power Purchase Agreement at their as-bid
22 price. So there is no single clearing price which
23 all successful applicants are paid. Each applicant
24 is paid a unique price based on their bid.

25

Next slide, please.

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So this -- this chart is showing the sloped bid price cap that I referred to just now. And so it begins at \$0.1649 so if there's no capacity previously cleared in the program, that's where the price cap starts. However, as more capacity is cleared, represented on the X axis there, the -- the price cap does decline.

Just a quick note, the megawatt that we are showing on this chart and -- and on all megawatts that I refer to in my presentation, will be megawatts AC rating. And sometimes they're in other places there might be references to DC rating. For conversion of one megawatt DC, we're assuming it's equivalent to about 0.8 megawatt AC. But AC ratings is what is used in the tariff and will be referred to in the Power Purchase Agreement itself. And so this presentation refers to AC ratings.

So as we move down the curve there, the declines in a linear fashion to 15 megawatts. When there's 15 megawatts in the program, the price cap begins declining a little faster and so it reaches \$.13 cents at -- at full enrollment of the program.

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So the upshot of this is that in order to fill this program of 20 megawatts of -- of new projects, those projects will have to be priced at \$.13 cents or lower. However, some capacity can be cleared as long as -- at least some can be less than \$0.1649.

Next slide, please.

So this is going through the criteria for ranking of complete applications which have been received by September 30th, the closing of the initial enrollment period. So those applications, complete and response applications, will be ranked in this -- in this order:

First, the lowest offer price will be given first priority and prices will be -- will be bid to the four decimal places, the hundredth of a penny or the thousandth of a dollar, per kilowatt hour. If any projects have the exact same upper price then they will be ranked on their size with priority to the smaller capacity projects.

And in the rare occasion that multiple bids might be tied on both of those criteria and if they're offered by the same applicant, we ask the applicant to -- to provide

1

2 their own rank preference for their tied -- their
3 own tied projects and this will be in the
4 application.

5

The application will also offer
6 applicants a change to offer alternative sizes and
7 capacity. This will only come into play if their
8 whole capacity would not be acceptable otherwise.
9 For instance, if the program is nearly full, say
10 there's 19 megawatts already accepted and the
11 project is offered at 3 megawatts or 4 megawatts
12 and so there wouldn't be room for it as full size
13 if that applicant had indicated they'd be willing
14 to take a smaller size, then they might be able to
15 fit in the program.

16

Next slide, please.

17

So to illustrate the points we
18 just walked through, we put together this -- this
19 simple example of a series of bids that might be
20 received during the initial enrollment period.
21 This is, of course, entirely hypothetical. It's
22 not based on any actual data.

23

But so we're assuming there's five
24 bids received of the following sizes and the table
25 ranks them in priority order from the highest

1

2 priority at the top, the lowest priority at the
3 bottom.

4 So the way the evaluation would
5 proceed is -- is bid A would be examined. At this
6 point there's no previously cleared capacity so the
7 price cap is evaluated at zero megawatts, which is
8 \$.1649 cents. This bid assumed the offer price is
9 \$.13.5 cents, which is lower than the price cap and
10 so this project would be accepted in the program
11 and offered a Purchase Power Agreement, or PPA, at
12 the \$.13.5 cents per kilowatt hour bid.

13 Similarly, bid B, now there's 4.4
14 megawatts of pre-cleared capacity in the program
15 already. So now the price cap that bid B is
16 evaluated against is now \$.1591, slightly down that
17 price cap curve. But this bid at \$.1307 is still
18 below that price cap and so once again, offer B
19 would be cleared -- would be accepted in the
20 program and would offered a PPA at \$.1307, which is
21 its offered price.

22 The -- a similar process could be
23 taken for bid C and D. And you can see that they
24 clear as well.

25 Bid E, now we have 16.3 megawatts

1

2 cleared by the time we get to bid E and so the
3 price cap was evaluated at 16.3 megawatts is at
4 \$.1411 cents -- excuse me, per kilowatt hour.

5

We assume that offer E is \$.1406.
6 This is now above the price cap and so offer E
7 would not clear. It would be placed on the wait
8 list and would not be -- would not be offered a PPA
9 at this time.

10

Just a note, the website that
11 Scott was mentioning earlier, that PSEG Long Island
12 New York website, pseglinyfit website, does contain
13 a downloadable calculator which can be used to
14 evaluate different points on the price cap curves
15 so you can understand where the prices and the
16 quantities fall.

17

Next slide, please.

18

So after the conclusion of the
19 initial enrollment period and after the awards have
20 been determined and offered, the program will
21 remain open and -- and projects on the waiting list
22 and newly received bids will be evaluated on a
23 quarterly basis, every three months through June
24 30th of 2022. And the way these quarterly
25 evaluations will work will be very similar to the

1

2 way the initial enrollment period worked. The only
3 difference is, is now projects that have been
4 accepted in prior periods are taken as price takers
5 are not compared against new -- you can't be -- a
6 new bid can't compete on price against one that's
7 already been accepted and awarded a PPA.

8

However, it is possible that
9 projects will drop out or be cancelled, so
10 attrition may occur that will reduce the level of
11 awarded capacity through other -- other means.

12

And so then the new -- every three
13 months, at the end of March, June, September and
14 December, the offers that are still in
15 the -- in the queue will be evaluated in the same
16 way. And you can see in this example, new offer F
17 for \$.13 cents, if we assume that there's 12
18 megawatts of preexisting capacity, new offer F does
19 fit in the program and so it would be offered a PPA
20 at this -- at this quarterly evaluation period.

21

However, offer E is still above
22 the price cap and so it would not be offered or it
23 would remain on the wait list or be placed on the
24 wait list.

25

So that is how the award process

1

2 will be carried out. And that concludes my
3 presentation.

4

Thank you.

5

6

MR. BELL: Thank you Scott and

Dan.

7

8 So we will now open the floor for
9 public comments. As a reminder, I will be calling
10 people who e-mailed to sign up to speak, one by
11 one. When I call your name, please unmute yourself
12 before you begin speaking. And then when you're
finished, please mute yourself again.

13

14 If you have not already signed up
15 to speak, you can still e-mail us at tariffchanges
16 @lipower.org, the e-mail address shown on the
screen.

17

18 So the first speaker that we have
19 signed up here is Bridget Fleming, speaking on
behalf of the Suffolk County Legislature.

20

21 Legislator Fleming, please take it
away.

22

23 And please remember to unmute
yourself.

24

25 LEGISLATOR FLEMING: Thank you,
Justin.

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And thank you to the board for
having us here.

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8

I want to offer my congratulations
to the staff and to everyone involved in bringing
this video conference to the public. It's so
important to continue the work of government and I
know it's a challenge.

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So thank you for that.

I also want to note that during
this terrible pandemic, the economic, social and
government functions that we are at least moving
forward with, we'd be in far worse shape if we did
not have a reliable energy supply on Long Island.
It's so critically important to note the utility's
success in assuring continued support for digital
communication during this terrible time.

So thank you for that.

19

20

21

22

23

I'm here on behalf of the Suffolk
County Legislators Community Choice Aggregation
Taskforce in order to offer my unanimous or our
unanimous support for the modification of the
tariff to allow for CCA on Long Island.

24

25

The taskforce was formed in March
of 2019. It was created by Resolution 170 of that

1

2 year, unanimously by the Suffolk County
3 Legislature, to explore the feasibility of CCA as
4 an energy procurement strategy on Long Island.

5 Of course, if the CCA framework is
6 adopted as DPS adopted it previously for New York
7 State, the County cannot form a CCA itself but can
8 act as an administrator and certainly may have a
9 role in encouraging a regional approach to CCA and
10 so we wanted to make sure were taking it head on
11 and looking at it in a clear-eyed manner.

12 After that, I can assure you that
13 the CCA taskforce, after careful deliberation, can
14 confirm that adopting CCA on Long Island is in the
15 public interest. Importantly, it will further the
16 goals of the Community Protection Act, the Current
17 Leadership and Community Protection Act, which
18 mandates, as we know, that 70 percent of the
19 State's electricity must come from renewable energy
20 by 2030 and that 100 percent must be emissions free
21 by 2040.

22 The taskforce found further that
23 CCA on Long Island will be a significant step
24 toward greater response to the needs and concerns
25 of local communities and ratepayers, enhancing

1

2 customer choice for Long Island communities while
3 engaging competitive electricity markets and
4 accessing greater choice of supplier source and
5 pricing terms and, of course, inviting potential
6 opportunity for new market and job creation.

7

The taskforce was made up of nine
8 members, including:

9

Councilmen from the Town of
10 Shelter Island and the Town of Southampton;

11

The Village Administrator from the
12 Village of Greenport;

13

The grant technician from the Town
14 of Riverhead;

15

Business representative from the
16 International Brotherhood of Electrical Workers,
17 Local 25;

18

The Energy Director of Suffolk
19 County Economic Development and Planning;

20

The Managing Director of the U.S.
21 Green Building Council on Long Island; and,

22

The Executive Director of
23 Renewable Energy Long Island.

24

We're grateful, Justin, for your
25 appearance with us, as well as Michael Deering. And

1

2 with that input, we have come to the conclusion
3 that the needs and concerns of Long Island as a
4 coastal community, threatened as we are by climate
5 change and challenged as we are by high taxes and
6 high electric rates, will do well to enable CCA on
7 Long Island.

8 We have two towns in Suffolk
9 County that already enacted enabling legislation
10 and one in Nassau County. There are many that will
11 follow.

12 Our report recommends that you
13 adopt this -- actually, we recommended it before
14 you had it as a motion. But we also offer our
15 support in drafting guidelines and best practices
16 moving forward.

17 So thank you for considering this
18 forward looking amendment to the tariff. It will
19 move Long Island forward in many important ways.

20 Thank you for your attention to
21 our needs and concerns during this terrible
22 pandemic.

23 I hope that you and your families
24 are safe and that we can all move forward together
25 for a cleaner, less costly energy future.

1

2

Thank you for your attention.

3

MR. BELL: Great.

4

5

Thank you so much for your
comments, Legislator Fleming.

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8

They will be shared with the LIPA
Board of Trustees, as well as the staff and the
staff of PSEG Long Island.

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LEGISLATOR FLEMING: Thank you.

And, Justin, I did file

electronically a letter that reflects my comments.

MR. BELL: Wonderful.

Thanks.

LEGISLATOR FLEMING: And I'll

sign off.

MR. BELL: Okay. Great.

Next up, we have Janice Scherer

from the Town of Southampton Land Management

Division.

As a reminder, please unmute

yourself before you begin speaking.

Thank you.

MS. SCHERER: Good afternoon,

Justin and everyone on the call.

Thank you for the ability to

1

2 comment.

3

4 I'm offering my comments on the
5 CCA tariff proposal. And I just wanted to -- as the
6 Town of Southampton Planning and Development
7 administrator, I wanted to inform you that the Town
8 does have a sustainability plan, which the Town
9 Board adopted as part of its comprehensive plan and
10 among other things, it addresses the importance of
11 reducing our carbon footprint and accessing
12 renewable energy resources.

12

13 The opportunity to increase access
14 to renewable resources through the CCA can be a
15 significant tool for the Town and to achieve our
16 goals that we set forth in our sustainability plan,
17 which is our stated goal of 100 percent renewable
18 electric energy power by 2025. And we know that's
19 an investment forward but we think we can achieve
20 it and we think that the CCA can get us there.

20

21 I've been involved in the Town's
22 sustainability committee since its inception. And
23 they're, you know, there's a lot of community
24 participation and there's a large unmet desire
25 where homeowners want to have -- who can't have
solar for one reason or another, because of their

1

2 own ridge conditions or shading or other reasons,
3 they want a type of community solar program.

4

It seems to be an obvious answer
5 but none of these types of programs exist on Long
6 Island that you're obviously aware but we
7 understand from our CCA administrator that there
8 are several CCAs in operation upstate and they
9 provide the offtakers through the CCA program.

10

And one of the reasons, among many
11 that I would like and urge LIPA to vote in favor of
12 the CCA tariff, is that we're trying to have the
13 Town explore, through the CCA program, the ability
14 to fulfill the solar desire on behalf of homeowners
15 who want solar and can't get it directly.

16

So there's one of the reasons but
17 I think in the end, you know, for the sake of time,
18 we just want to thank you so much for considering
19 this. We look forward to having a robust program
20 and thank you for your time again.

21

MR. BELL: Great.

22

Thank you very much for your
23 comments.

24

They will be shared with the LIPA
25 Board, as well as the LIPA staff and the PSEG Long

1

2 Island staff.

3

4 Next up to speak, we have Francis
Zappone, of the Town of Southampton.

5

6 Deputy Supervisor, please as a
reminder, unmute yourself before you begin.

7

8 DEPUTY SUPERVISOR ZAPPONE: Thank
you, Justin.

9

And good afternoon everyone.

10

11 Some of the State goals have been
12 well summarized by Legislator Fleming, particularly
13 those that are reflected in the New York State
14 Climate Leadership and Community Protection Act;
15 the goal of 70 percent renewable energy by 2030 and
100 percent clean energy by 2040.

16

17 Our Town Board quite some time ago
18 understood that without local commitment to the
19 same, or higher goals, achieving that objective on
a statewide level may not be realistic.

20

21 We're also well aware that the
22 opportunity and the capacity to generate renewable
23 energy locally on a scale required to meet these
24 goals is -- is not feasible, even when we consider
25 the wind generation proposed off of the coast of
Long Island, that wind generation will not wholly

1

2 satisfy some of the goals and objectives that we
3 have.

4

5 The next logical step for the Town
6 of Southampton, therefore, would be to continue
7 expanding its current efforts but, also, to reach
8 beyond its boundaries. And at this point in our
9 conversation locally we began to review and
10 evaluate the Community Choice Aggregation program.

11

12 And I'd like to just take a second
13 to quote from the 2016 DPS order, which states, and
14 I quote again: "The goal of the New York State
15 Renewable Energy Vision, among other things, is to
16 increase the ability of individuals and communities
17 to manage their energy usage, to facilitate wider
18 market deployment of clean energy, as well as
19 large-scale renewable and distributed energy
20 resources. A well designed Community Choice
21 Aggregation program, the DPW order states, will
22 create these benefits for participating
23 communities."

24

25 I want to take this opportunity to
urge the LIPA Board to approve the CCA Tariff at
your board meeting on May 20th so that Long Island
communities can participate in Community Choice

1

2 Aggregation program and potentially realize some of
3 the benefits outlined in this CCA order.

4

 Thank you for the opportunity and
5 I appreciate the effort that's gone into preparing
6 this tariff for the board's consideration.

7

 Thank you.

8

 MR. BELL: Thank you very much
9 for your comments, Deputy Supervisor.

10

 They will be shared with the LIPA
11 Board, as well as the staffs of LIPA and PSEG Long
12 Island.

13

 DEPUTY SUPERVISOR ZAPPONE: You're
14 welcome.

15

 MR. BELL: Great.

16

 Next up to speak, I have Scott
17 Maskin of SUNation Solar Systems.

18

 Scott, if you're on the call,
19 please unmute yourself before you begin speaking.

20

 MR. MASKIN: Hey, Justin. Hey
21 everybody.

22

 Hope everyone on that side is safe
23 and healthy.

24

 Very short, very quick, I just
25 wanted to thank you guys for all the work you've

1

2 done, all the hard work since just after the
3 holidays and continuing it through.

4

We're totally ready to go with the
5 Solar Communities Feed-in tariff with the changes
6 that have been made to the Community Trust Credit
7 and I thank you for that.

8

And I'm looking forward -- we're
9 already working hard getting those words out there.
10 So, you know, we're in favor of moving forward with
11 these things and getting the commercial solar
12 industry back on its feet.

13

Looking forward to the day when
14 the order comes through that we can actually start
15 rolling trucks again. But we are working hard to
16 make sure that this is a reality and very quickly.

17

That's all I have to say.

18

And thank you for all your hard
19 work.

20

MR. BELL: Great.

21

Thank you for the comments, Scott.

22

They will be shared with the board
23 and staff.

24

Next up, I have Tara McDermott
25 from the Long Island Solar and Storage Alliance.

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Tara, please go ahead and start
and remember to unmute yourself.

MS. MC DERMOTT: Thank you,
Justin.

Good afternoon everyone.

This is Tara McDermott. I'm the
Chair of the Long Island Solar and Storage
Alliance. Also the Director of Stakeholder
Relations at Empower Solar.

LISHA will be submitting comments,
written comments later this week to you by the
11th.

I just wanted to mention a few
brief things today, as I'm sure many of you on this
call, the storage industry is being impacted
heavily, as Scott mentioned by COVID.

So we are definitely looking
forward to getting back to work and getting into
some of these programs that you so thoughtfully put
together for us and we look forward to
participating in the Community Solar Feed-In tariff
as soon as we can get out there and start doing
installs again.

We have a lot to do when it comes

1

2 to meeting the goals of the Current Leadership and
3 the Community Protection Act. So this small delay,
4 hopefully it won't put too much of a damper on that
5 and we can get to work deploying these large-scale
6 community solar projects.

7

8 We just wanted to say that we're
9 thankful to you, Justin, personally for all the
10 work that you put into this, as well as your
11 colleagues and, also, CEO Tom Falcone, for all the
12 work that he's put in.

12

13 And I know that we worked together
14 a lot over this past year and you've shown that you
15 really have taken the industry comments and
16 suggestions to heart, coming up with some new and
17 creative programs that work for everybody.

17

18 So I just want to say that we
19 really appreciate that and we're excited, again, to
20 get back and get into these programs finally.

20

21 So, again, we're going to have
22 written comments later this week but just two
23 specific small items, on -- I'll start with No. 5,
24 I guess, what's No. 5 on your list.

24

25 So I know that there's going to be
a limit of 10 megawatts capacity at a single

1

2 substation, which makes sense. You know, of course,
3 that would be prudent. But, however,
4 interconnection remains the biggest hurdle that we
5 face as an industry. Right now we don't have
6 complete access to a live and interactive map of
7 what interconnection looks like.

8 So we would just ask that, you
9 know, I know that you're working on this and we
10 have our colleagues on the interconnection working
11 group working on this as well. But as it comes to
12 this program, if you can just do your best to be
13 open and transparent about what where these
14 projects are so that we're not developing projects
15 that cannot be built under this program because of
16 it.

17 So, yeah, we appreciate that.

18 And then the second thing is the
19 waiting list. So I know that they'll be a waiting
20 list. If it so happens that we get to
21 oversubscribed, if you could just let our member
22 companies know where they are at on the waiting
23 list, that would be appreciated also.

24 And then on a separate item, I
25 think my colleague Brandon Smithwood gave this

1

2 feedback earlier today. But I just want to echo it
3 again from the industry. This is specifically on
4 the CBC high capacity environmental tariff.

5 So we, you know, appreciate the
6 proposal and the revisions that you've put into
7 this. We just ask that, you know, for developers
8 to secure the Value of Distributed Energy Resources
9 for community credit, valued at 25 percent
10 interconnection payment or signature of an
11 interconnection agreement if no payment for
12 interconnection costs are needed.

13 So we would just encourage the
14 board to establish the same policy for securing the
15 value of -- the value of each and distributed
16 relief value, LSRV. So this would be consistent
17 with the policy and the rest of New York State and
18 let it count for the uncertainty factor that we
19 face with the DSRV -- I'm sorry, the LSRV and the
20 DRV and the aid value. So if you can take that
21 under consideration, that would be helpful.

22 And the rest of this we will
23 include in our written comments. So that's it for
24 me.

25 Thank you again.

1

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MR. BELL: Great.

3

Thanks.

4

Appreciate the comments.

5

They will be shared with the board

6

and the staff.

7

Next up, I have Councilman John

8

Bouvier from the Town of Southampton.

9

Councilman, please remember to

10

unmute yourself before you begin speaking.

11

COUNCILMAN BOUVIER: Yes.

12

Thank you, Justin.

13

My name is John Bouvier. I'm a

14

Councilman of the Town of Southampton and I'm

15

speaking in support of CCA.

16

I should also note that I'm also a

17

member on the CCA, the County CCA taskforce.

18

As a Town Board member, I am

19

committed to bringing access to renewable resources

20

to our community. However, in addition, I strongly

21

support the research and development of alternative

22

energy sources.

23

Solar and wind continue to develop

24

rapidly both in use and efficiency. And resources

25

like tidal generation and battery storage hold

1

2 great promise, as well as other technical
3 advancements as their use becomes even more
4 widespread. This Town helps do just that.

5

I want to applaud your efforts to
6 adopt this tariff, as I see, CCA as one of the
7 tools for municipalities to realize their immediate
8 benefit to the residents as such technologies grow
9 and can be used to meet our energy goals.

10

Many municipalities across New
11 York State and the nation have, including
12 Southampton Town, established energy independence
13 goals to drive down carbon contribution, reduce
14 electrical power consumption and reduce costs
15 overall.

16

It is clear that our constituents
17 seek this choice and I urge you to vote in favor of
18 the CCA tariff.

19

I've kept my comments today short,
20 as I've also included an e-mail previously --
21 longer comments in support of the CCA tariff. I
22 just want to urge the board to make these changes
23 to CCA as it's so important to so many of our
24 constituents.

25

And thank you very much, Justin,

1

2 for hosting this.

3

MR. BELL: Okay.

4

Thank you so much for your

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comments.

6

They will be shared with the board

7

and the staffs of Long Island Power Authority and

8

PSEG Long Island.

9

Next up to speak, I have

10

Councilman Jeff Bragman from the Town of East

11

Hampton.

12

Councilman, please remember to

13

unmute yourself before you begin speaking.

14

COUNCILMAN BRAGMAN: Hello,

15

Justin.

16

This is Jeff Bragman. I'm a

17

Councilman over in East Hampton.

18

And our Town Board previously

19

submitted a letter to the LIPA Board and the Public

20

Service Commission unanimously supporting the

21

creation of the tariff, which would enable us to

22

have Community Choice Aggregation.

23

And I just wanted to add my voice

24

personally in support. I've found the idea of CCA

25

to be a very exciting concept, especially for a

1

2 small community like East Hampton because it will
3 enable us to share in some market power by
4 combating with our neighbors and make our own
5 decisions about the type of power that we -- that
6 we need for the Town.

7

Secondly, it doesn't require us to
8 build any infrastructure, which would be kind of
9 difficult for a town the size of East Hampton. So
10 we're excited about the idea of being able to
11 participate in new energy markets.

12

And, also, I think it's a very
13 creative idea because it seems inevitable that it
14 would encourage the expansion of the type of
15 markets for energy that we need. We're still very
16 focused on meeting our own renewable energy needs
17 and this would be a giant step forward for us.

18

We're catching up right now with
19 our neighbors. We're in the process of enacting
20 the enabling legislation and so I just want to urge
21 you and thank you for considering creating a tariff
22 that would effectuate this great step forward for
23 renewable energy, Community Choice Aggregation.

24

I support it personally and the
25 Town Board already indicated it was in unanimous

1

2 support.

3

So thanks very much.

4

MR. BELL: Great.

5

6 comments, Councilman.

7

8 They will be shared with the LIPA
Board and the staff of LIPA and PSEG Long Island.

9

10 Before I call our next speaker, I
just wanted to remind people since we have 15
11 minutes left, if there is anyone who did not yet
12 sign up to speak who wants to, you still have time
13 to send an e-mail to tariffchanges@lipower.org.

14

15 So the last speaker that I have on
my list here is Andrew Smith from Green Logic
16 Energy.

17

18 Mr. Smith, please remember to
unmute yourself before you begin.

19

MR. SMITH: Hello, Justin.

20

21 Thank you for letting me comment
on this.

22

23 As Green Logic has in the past
built multiple Feed-in tariffs and currently we're
24 under construction with three. Actually, one was
25 just energized about two weeks ago. So that's

1

2 running.

3

4 We're looking forward to the
5 Feed-In tariff 5 and working with LIPA on that.

6

7 But, you know, in terms of, you
8 know, CCA, over the past couple of years as running
9 Southampton's solarized programs, East Hampton's
10 solarized programs, we've run across many, many
11 people that have wanted solar, haven't been able to
12 have solar whether it's due to roof condition,
13 trees, shading, financing and, you know, these
14 would all be people that would be theoretically in
15 the market for community solar but community solar
16 hasn't taken off the way that it has outside of
17 Long Island.

18

19 So although the 25 megawatt
20 tranche of community solar that LIPA's opening up
21 is a good start, we need to be looking at a market
22 that, you know, would have the order of magnitude
23 available to all these customers.

24

25 So the feeling would be that CCA
26 is basically giving us that ability to scale that
27 and to be able to have a solution where people can
28 get renewable energy and I'm asking the board to
29 pass this legislation because I understand that,

1

2 you know, community solar has become a standard
3 offering with several CCAs running upstate.

4

5 So I'd like the opportunity to
6 explore how that existence of CCA on Long Island
7 can motivate more solar on rooftops in the LIPA
8 region and that, of course, would mean more jobs
9 and contributing to our local economy and reducing
10 the carbon footprint in Nassau and Suffolk County.

11

12 So thank you again for letting me
13 speak and everyone stay safe out there.

14

15 MR. BELL: Great.

16

17 Thank you for your comments.

18

19 We appreciate them. They will be
20 shared with the LIPA Board and the staff.

21

22 I was reminded we do have one more
23 speaker that has not been called yet and that is
24 Dieter von Lehsten from Southampton Sustainability
25 Advisory Committee.

26

27 Mr. Lehsten, please remember to
28 unmute yourself before you begin.

29

30 MR. LEHSTEN: Thank you, Justin.

31

32 I thought I was falling through
33 the cracks.

34

35 As I am the Co-Chair for

1

2 Southampton's Sustainability Advisory Committee,
3 CCA is a topic from our committee which has been
4 investigating it for several years.

5

One of our members brought our
6 attention to the big results of the Westchester
7 pilot. The committee members advised the board to
8 pursue CCA and the Town Board approved the
9 neighboring local legislation.

10

The proposed CCA tariff is a
11 critical next step and as Co-Chair, I'm asking the
12 LIPA Board to pass the tariff and all of the
13 investigation and analysis of CCA to go forward.

14

We appreciate very much your
15 engagement in this and hope for a positive vote on
16 May 11th.

17

Thank you.

18

MR. BELL: Wonderful.

19

Thank you so much for your
20 comments.

21

They will be shared with the board
22 and the staff.

23

So at this time, we have ten
24 minutes left of today's session. We do not have
25 any more speakers signed up at the moment.

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So we are going to go on hold for the last ten minutes and we are going to shut off our cameras and mics while we wait to see if any other commentors join late and then we will -- if we get any more commentors we will go back on the record to take their comments.

As a reminder, you may also submit written comments by May 11th to the same e-mail address here, which is tariffchanges@lipower.org.

And feel free to stick around in case we get any more commentors or you may also, if you need to leave you can review the comments, which will be in the board materials that are made public before the board meeting on the 20th.

So thanks everyone.

And we will now be going on hold for the last ten minutes.

(Brief recess.)

MR. BELL: Okay. Great.

It is now 3:00 and we have not received any more requests for public comment. So I believe we got to everyone who wanted to speak.

Thanks again everyone for your participation and your insightful comments.

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They will be seriously considered
and we will, again, share them with the LIPA Board,
as well as the subject matter experts on LIPA and
PSEG Long Island staff.

Reminder, you may also submit
comments in writing, which we will accept through
May 11th. Please e-mail those to:
tariffchanges@lipower.org.

And this concludes today's public
comment session.

We are now adjourned.

(At 3:01 p.m., the proceedings
were concluded.)

1

2 STATE OF NEW YORK)

3 SS.

4 COUNTY OF NEW YORK)

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I, MARC RUSSO, a Shorthand

8

(Stenotype) Reporter and Notary Public within and

9

for the State of New York, do hereby certify that

10

the foregoing pages 1 through 47, taken at the time

11

and place aforesaid, is a true and correct

12

transcription of the Zoom Video.

13

IN WITNESS WHEREOF, I have

14

hereunto set my name this 8th day of May, 2020.

15



16

MARC RUSSO

17

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Concordance

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Exhibit F

Deluxe Electrical Maintenance Co
2023 College Point Blvd
College Point, NY 11356

About Deluxe Electrical Maintenance Co.

We Have Been In Business Since 2010 We have over 30 Years of Experience

Deluxe budgeted through 2022 the revenue for this portfolio, securing additional bonding capacity required by financiers and manufacturers as well as insurance fees. Unfortunately, Deluxe found out in January of 2020 that the submitted fuel cell applications would not be grandfathered due to a date change from 1/1/2020 to 10/16/19. Having worked with Daroga Power through the date change based on the High Capacity Factor White paper presented by several LSE's in June of 2019, we understand and appreciate the want to limit fossil fuel resources.

Keep the Original date of 1/1/2020

We have been made aware by Daroga Power that a change on 10/16/2019, LIPA changed the date which would make a project eligible under Net Metering from 1/1/2020 to 10/16/2019. As of July 24, 2019, effective August 1st, 2019, the newly proposed tariff language did not state any edit or revision to the date of which a project needs to meet the required Step 3 of the SGIP, the original date being 1/1/2020.

On 10/16/2019, less than 60+ days later, revised language proposed an altered date as to which an eligible technology (fuel cell) project was required to meet Step 3 of the SGIP from 1/1/2020 to 10/16/2019 in order to be grandfathered under net-metering. Making retroactive changes to the Tariff compensation of existing projects will suggest to the broader developer and finance community that Tariff regulations are uncertain, un-bankable, and significantly risky for all eligible technologies. To that point, the work we have done for Daroga Power's fuel cell portfolio will have been completely wasted and result in significant financial and organizational damages. We recommend that the Staff honor and maintain the long-standing deadline of 1/1/2020 for the completion of Step 3 of the SGIP and allow for all projects whom have met the Step 3 of the SGIP requirement by the long standing 1/1/2020 be compensated under net-metering.

CLCPA

CLCPA

We understand that the CLCPA made effective 1/1/2020 that fuel cells would no longer be considered a renewable energy technology. The last page of the Environmental Conservation Law (S.2385) states the effective date of the CLCPA;

S. 6539 31 A. 5423

1 § 14. This act shall take effect on the same date and in the same
2 manner as a chapter of the laws of 1919, amending the environmental
3 conservation law, relating to establishing a permanent environmental
4 justice advisory group and an environmental justice interagency coordi-
5 nating council, as proposed in legislative bills numbers S. 155 and A.
6 1564, takes effect; provided further, the provisions of section 14-0116
7 of the environmental conservation law as added by section two of this
8 act shall take effect October 1, 2021.

That law says, "effective date: First of January next succeeding the date on which it becomes a law." This state's that the effective date of CLCPA = effective date of ECL = January 1, 2020.

Again, there is no reason why LIPA would change an already agreed to State Law especially knowing the economic impact it could have on the private sector developing projects around an agreed to date and rules.

Conclusion

The Daroga Power fuel cell projects were submitted prior to the above affected date as well as original date required to submit Step 3 of the SGIP, 1/1/2020. For this, we hope the LIPA Board can honor the existing date of 1/1/2020 and allow Daroga Power to continue with their projects and allow Deluxe to earn much needed revenue.

May 11th, 2020

Long Island Power Authority
Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553
(via email)

Re: Proposal Concerning Modifications to
LIPA's Tariff for Electric Service to
enable Community Choice Aggregation.

To the Board of Trustees,

As a New York State approved CCA Administrator, Good Energy would like to commend the Long Island Power Authority (LIPA) for proposing modifications to their existing Tariff for Electric Service to enable Community Choice Aggregation (CCA). This program will have a significant opportunity to further the Governor's environmental goals and initiatives, while providing a lasting positive impact to the residents and small businesses of Long Island.

At present, the retail electric market in PSEG-Long Island (LIPA) is open to competition, but there has been low participation by ESCOs and consumers due to structural issues in the market design of the Long Island Choice Program. LIPA never fully unbundled their rates like the other NY utilities and instead uses a complex process involving bill credits for LIPA's "avoided cost". This "avoided cost" doesn't include all electric market supply components. This operates on a lagging basis and doesn't include capacity and makes it difficult for ESCOs to deliver savings (or even be near parity) vs. the LIPA Power Supply Charge price.

Approximately four years ago, the NY PSC opened a proceeding to investigate barriers to retail electric choice on Long Island. In its opening statement, the PSC observed "*while the rest of New York State electric customers already have the option to participate in a competitive retail electric market, retail customers in the LIPA service area face barriers that have prevented competition from developing. DPS's objective in this proceeding is to investigate potential benefits to customers and examine what reforms, if any, are needed to achieve them.*"¹ Broadly, ESCOs that are active in the NY marketplace have cited the lack of non-discriminatory access to Long Island sited generation capacity and transmission capacity as a barrier to market development.² Long Island is unique due to its generation and transmission constraints and LIPA has retained rate based generation assets and transmission rights that would be unbundled in other NY utilities.

In early 2019, LIPA reported that there were 10,873 customer accounts and 285 MW of peak load taking service from ESCOs in the LI Choice Program.³ In its 2020 Budget presented in Dec 2019, PSEG-LI observed that 3,300 commercial LI Choice Program customers had returned to default service since July 2019.⁴ They attributed this change to the repeal by the legislature of a

¹ NY PSC Matter 15-02754, Notice Requesting Comments and Establishing Participatory Process, issued 12/31/2015

² Retail Energy Supply Association, Petition of the Retail Energy Supply Association Concerning the LI Choice Program 1/5/2015

³ LIPA Annual Disclosure Report, FY 2018, p. 36

⁴ LIPA 2020 Budget Presentation, delivered 12/18/2019, Slide 33, available at <https://www.lipower.org/about-us/boardoftrusteeslandingpage/board-meeting-committee-materials/>

sales tax exemption on distribution service for ESCO customers. Once this sales tax exemption on distribution service for commercial ESCO customers went away, the savings opportunity associated with energy supply from ESCOs became marginal or non-existent for the majority of customers. As a result, the majority of load in the LI Choice Program had migrated back to default supply service by Dec 2019.⁵

In February 2020, LIPA disclosed that there are fewer than 50 mass market customers (i.e. residential) taking service in the Long Island Choice program.⁶

Good Energy's Request to LIPA

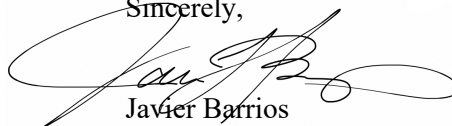
In order for CCA's to be viable in the LIPA service territory, Good Energy requests that LIPA convene one or more stakeholder forum(s) to investigate the following issues.

- 1) Consolidated Billing Options for ESCOs
 - a. Presently, LIPA does not offer consolidated billing options for ESCOs.
 - b. For CCAs to work, consolidated billing and some type of Purchase of Receivables framework are essential.
- 2) Commodity Supply Pricing for ESCOs.
 - a. The "avoided cost" calculations that LIPA publishes each month are difficult to follow. A detailed explanation of each component (found on LIPA Tariff Statement BCA) would be very helpful to determine how these credits impact an ESCO's ability to deliver energy on an equal footing with the LIPA default Power Supply Charge.
 - b. The process by which LIPA allocates capacity and transmission rights to ESCOs and how this process impacts ESCO pricing vs. LIPA's power supply charge.

Through these stakeholder forums, an open dialog regarding each of these issues could be established to ensure all stakeholders understand the current situation and are able to collaboratively identify solutions to enable CCAs on Long Island.

Good Energy understands the challenges we all face during this COVID-19 crisis at hand. Our company will adhere to any new protocols or processes that may arise to assist the Board of Trustees make effective and timely decisions during these sensitive times.

Sincerely,



Javier Barrios
Managing Partner
Good Energy, LP

cc: Mr. Edward Carey, Good Energy, LP
Mr. William Flynn, Harris Beach, PLLC
Ms. Michelle Piasecki, Harris Beach, PLLC

⁵ LIPA 2020 Budget, Section II, pp. 7-8

⁶ Proposal Concerning Modifications to LIPA's Tariff for Electric Service, issued Feb 2020, Available at <https://www.lipower.org/wp-content/uploads/2020/03/Tariff-Proposal-February-2020-LI-Choice.pdf>

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

May 8, 2020

Board of Trustees
Long Island Power Authority
333 Earle Ovington Blvd, Suite 403
Uniondale, NY 11553

Re: Tariff Proposal February 2020 – SCCRI Pump Discount

Dear Trustees,

I write now to express Suffolk County's strong support for the proposed tariff modification to authorize a negotiated contract for the Suffolk County Coastal Resiliency Initiative (SCCRI) sewer projects. The proposed changes are the result of a significant collaborative effort between LIPA, PSEG-Long Island and the County, and are key components to the success of this transformative regional project.

The SCCRI project is the historic result of Governor Cuomo's strong leadership and determination that Long Island must become more resilient in the wake of Superstorm Sandy.

At almost \$390 million, SCCRI marks the largest investment in water quality infrastructure in the County in more than 40 years. SCCRI is designed to address nitrogen pollution caused by on-site wastewater system failure and to mitigate damage caused by coastal flooding and storm surge in several key watershed areas: Carlls River, Connetquot River, Forge River and Patchogue River. The project has received overwhelming public support. On January 22, 2019, voters approved the Carlls River and Forge River projects by 88% and 86%, respectively.

Funding for SCCRI is provided through a variety of federal and state programs including FEMA's Hazard Mitigation Grant Program and the Community Development Block Grant Disaster Recovery (CDBG-DR) program of the U.S. Department of Housing and Urban Development.

The project involves the installation and connection of an individual grinder pump unit ("GPU") operated by electricity at each residential parcel located within the SCCRI project area. In early 2019, the County learned that federal grant requirements provide that the GPU must be owned and maintained by a municipal entity, such that the electrical connection must be independent of the existing home connection. Moreover, resulting electrical charges must be billed to the sewer districts, including a daily service charge under the existing tariff.

Because this federal requirement was not made clear until after project costs were finalized, the projects approved by the Suffolk County Legislature, and subsequently by voters in the project areas, did not reflect the daily service charge in the projected annual cost to homeowners. Under provisions of the New York State County Law that guide the creation or extension of sewer districts, the addition of a service charge to homeowners so late in the process would require that the approval process be re-initiated to reflect the updated cost to homeowners. Given the deadline for the use of the funding source involved (CDBG-DR funds must be expended by September 2022), absent approval of the tariff modification, the SCCRI projects could not advance to construction.

Suffolk County greatly values the strong working relationship with LIPA and PSEG staff that made this tariff modification possible and appreciates your support for the Suffolk County Coastal Resiliency Initiative sewer projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Bellone". The signature is fluid and cursive, with the first name "Steven" and last name "Bellone" clearly distinguishable.

STEVEN BELLONE
County Executive



Town of Southampton
116 HAMPTON ROAD
SOUTHAMPTON, NEW YORK 11968
TOWN COUNCIL

JOHN BOUVIER
COUNCILMAN

Telephone: (631) 287-5745
Fax: (631) 287-4507
jbouvier@southamptontownny.gov

April 9, 2020

Ralph Suozzi, Chairman
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

RE: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear Chairman Suozzi:

We are encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

Sincerely,

John Bouvier
Councilman

cc: LIPA Trustees
Hon. Michelle L. Phillips, NYS Public Service Commission

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority
to Modify its Tariff for Electric Service 2020

April 15, 2020

Dear LIPA Board Members and Secretary Phillips,

Thank you for considering a tariff enabling Community Choice Aggregation (CCA) in LIPA territory. I urge you to vote in support of it on May 20th.

Passing this tariff will enable those of us on Long Island to join the 60+ New York State municipalities that are already participating in a CCA program, more than half of which are obtaining their electricity from New York State renewable sources.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local laws necessary to authorize a CCA program within their municipalities. To allow these municipalities to proceed the people need your support. We need you to pass the proposed tariff.

Enabling the option of CCA on Long Island will also help us meet the environmentally critical goals in New York's 2019 Climate Leadership and Community Protection Act, namely that New York State generate 70% of our electricity from renewable sources by 2030.

The three municipalities that have already adopted the CCA enabling legislation represent hundreds of thousands of households and small businesses on Long Island.

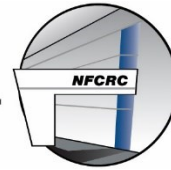
We look forward to your support.

Sincerely,



Edson C. Brolin
Member, Town of Southampton's Sustainable Southampton Green Advisory Committee
Member, LI East Chapter, Citizens Climate Lobby

cc: LIPA Trustees



May 11, 2020

VIA ELECTRONIC FILING

Board of Trustees
Long Island Power Authority

Re: Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Dear LIPA Board of Trustees:

Please accept these comments on behalf of the National Fuel Cell Research Center in response to LIPA's Proposal Concerning Modifications to LIPA's Tariff for Electric Service, updated March 4, 2020.

Respectfully submitted,

/s/ Jack Brouwer

Director
National Fuel Cell Research Center
University of California, Irvine
Irvine, CA 92697-3550
Tel: 949-824-1999 Ext. 11221
E-mail: jb@nfcrc.uci.edu

**PROPOSED ADOPTION OF DEPARTMENT OF PUBLIC SERVICE
STAFF WHITEPAPER REGARDING HIGH-CAPACITY-FACTOR
RESOURCES**

(Proposal Updated March 4, 2020)

Comments of the National Fuel Cell Research Center

I. Introduction

The National Fuel Cell Research Center (“NFCRC”) facilitates and accelerates the development and deployment of fuel cell technology and systems; promotes strategic alliances to address the market challenges associated with the installation and integration of fuel cell systems; and educates and develops resources for the power and energy storage sectors. The NFCRC was established in 1998 at the University of California, Irvine by the U.S. Department of Energy and the California Energy Commission in order to develop advanced sources of power generation, transportation and fuels and has overseen and reviewed thousands of commercial fuel cell applications.

The NFCRC appreciates the opportunity to provide comments to the Long Island Power Authority (the “Authority”) on the Proposal to Staff Whitepaper Regarding High Capacity Factor Resources (“Whitepaper”) in the Matter of the Value of Distributed Energy Resources (“VDER”).

Summary of Recommendations

The NFCRC recommends that the Authority:

- 1. Apply any adopted programmatic changes to future projects only, and avoid interrupting investment decisions that have already been made.**
- 2. Acknowledge that fuel cell systems operating on any fuel reduce GHG emissions, and that the Authority not discount the environmental value based on capacity factor, because the amount of GHG emissions reduced is directly proportional to capacity factor.**
- 3. Use the technically accurate marginal emissions method in calculating the reductions of GHG emissions from fuel cell systems and all other technologies, rather than the inaccurate average emissions as proposed by the Whitepaper.**
- 4. Include air quality and the reduction of criteria air pollutants in the Authority’s methodology to calculate the environmental value of fuel cell systems.**
- 5. Not differentiate compensation between different technologies based upon their capacity factor thereby overlooking the core tenets of valuing distributed energy**

resources based upon their attributes and benefits to the Authority's territory and ratepayers.

II. Comments

I. General Information (continued):

C. General Terms and Conditions (continued): **Value of Distributed Energy Resources (VDER)**

3. Environmental Component

- A. The NFCRC would like to draw the Authority's attention to erroneous statements in the Whitepaper, upon which the devaluation of the environmental value for fuel cell systems is mistakenly based. Fuel cell systems operating on any fuel reduce GHG emissions compared to grid electricity including all renewable power, and the NFCRC formally requested that the Commission to correct the record accordingly in 2019.**

Significant reductions in GHG emissions are achieved with fuel cell systems through:

1. High efficiency power generation;
2. Availability and high capacity factor of generation;
3. Built-in, always-on resiliency (eliminating the need for backup power),

Page 5 of the Whitepaper states:

In addition, fuel cells using natural gas for generation often have greenhouse gas emissions similar to average greenhouse gas emissions of New York's grid, which means that generation by fuel cells that replaces use of the grid may have a minimal or no impact on net greenhouse gas emissions. This is particularly true where the waste heat from the generator is not employed to heat buildings or for another useful purpose. Furthermore, as New York's grid becomes cleaner as the result of the CES and CLCPA, these resources are likely to have greater carbon emissions than the grid average. Therefore, in addition to not clearly reflecting utility savings, continuing to provide the Environmental Value to fuel cells using

natural gas and other non-eligible technologies would not reflect the actual environmental benefits, or lack thereof.¹

The above statements from the Whitepaper are incorrect, as fuel cell systems operating on both natural gas and renewable fuel have dramatically reduced GHG emissions in New York and elsewhere (see Figure 1, for example).

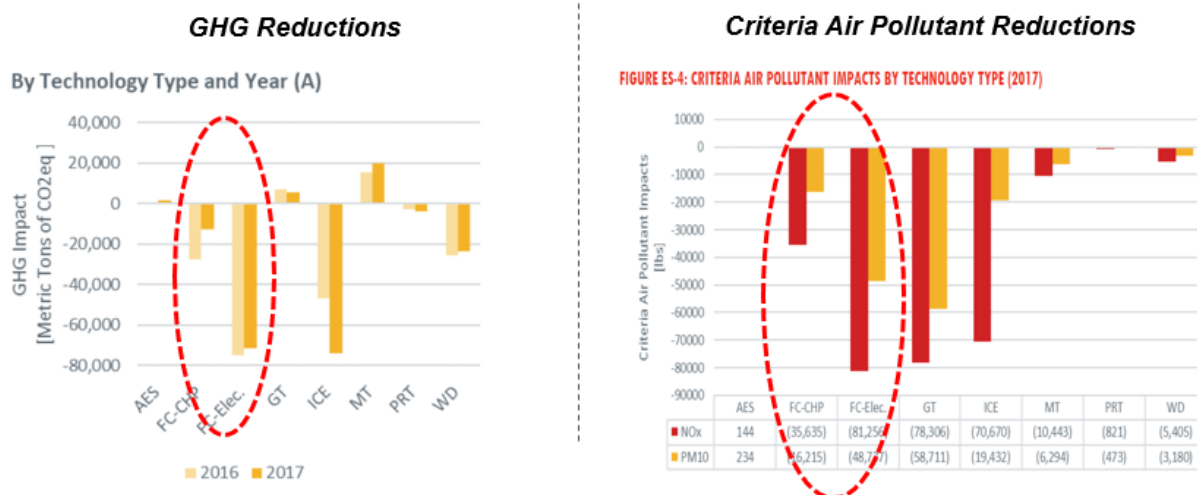


Figure 1: GHG and Criteria Air Pollutant Reductions from Fuel Cell Systems

Note that the most significant GHG and criteria air pollutant reductions in California’s Self-Generation Incentive Program (Figure 1) have been achieved primarily from systems operating on natural gas.² With a substantial deployment of intermittent and diurnal varying renewables with low capacity factors and some curtailment, California is experiencing challenging grid stability issues and gaps in power generation. While the use of short-duration energy storage technologies (predominantly lithium-ion battery systems) to address these gaps is helpful, poorly designed and implemented economic signals for charge and discharge

¹ Department of Public Service Staff Whitepaper Regarding High Capacity Factor Resources, at 5.

² *SGIP 2016-2017 Self-Generation Incentive Program Impact Evaluation Report*. Submitted by Itron to Pacific Gas & Electric Company and the SGIP Working Group, September 28, 2018. Available at: <https://www.cpuc.ca.gov/General.aspx?id=7890>

periods has resulted in *increased* GHG emissions associated with battery energy storage systems on the California grid.³

B. The NFCRC recommends that the Authority use the technically accurate marginal emissions method in calculating the reductions of GHG emissions from fuel cell systems and all other technologies, rather than average emissions as proposed by the Whitepaper.

The approach of using marginal emissions as a baseline is technically sound, a better measure of the real-world impacts, and entirely consistent with how New York is calculating the GHG emissions of other technologies. The New York State Energy Storage Roadmap and New York State Energy Research and Development Authority (“NYSERDA”) staff recommendations were adopted by the Commission in the Order Establishing Energy Storage Goal and Deployment Policy:

“The greenhouse gas (GHG) or carbon impact of energy storage is highly dependent on three main factors:

1. The carbon emissions from the generator(s) that charge the energy storage, or the marginal generator at the time of charging if charging from the grid
2. The carbon emissions of the displaced **marginal** generator(s) when the storage discharges
3. The round-trip efficiency and ‘parasitic’ losses of energy storage, which refer to the energy losses associate with charging, discharging and maintaining charge”⁴

³ Itron, Energy + Environmental Economics (E3), *2017 SGIP Advanced Energy Storage Impact Evaluation*, available on-line at: http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Energy/Energy_Programs/Demand_Side_Management/Customer_Gen_and_Storage/2017_SGIP_AES_Impact_Evaluation.pdf

⁴ New York Public Service Commission Order Establishing Energy Storage Goal and Deployment Policy issued December 13, 2018 (the “Storage Order”) in Case 18-E-0130, In the Matter of Energy Storage Deployment Program.

correspondingly uses **marginal damage costs** for analysis. Additionally, according to Pace University (N. Martin, 2015) research:

Marginal emission rates should be incorporated into the design of DER markets and programs to help guide DER deployment towards maximizing emission reductions. The significant differences in these rates—as observed from our analysis—reinforces the benefit of including this metric in DER valuations in New York specifically. Incorporating these rates—as opposed to other metrics like system average emission rates—into valuation efforts increases the accuracy of appraising the benefits of DERs since marginal emission rates more closely represent the physical and economic operation of the electric grid.⁶

As an example, with increased electric vehicle (EV) adoption, demand for grid electricity will increase at certain times and in certain locations where such loads were not originally planned. Such changes in demand will be met by increased production from marginal generators that send power through existing grid infrastructure (e.g., wires, transformers). Marginal generators are primarily natural gas combustion facilities but can often be much dirtier fuel oil generators in New York during high load conditions. These generators, produce considerable GHG and pollutant emissions due to their comparatively lower efficiencies and old combustion-based technology. Existing grid infrastructure may also become constrained and have higher losses as load grows. Using clean DER, such as fuel cell systems, further improves emissions by adding clean generation, instead of serving load growth with older, existing generation capacity, clean DER also alleviates grid constraints, because generation can be placed where load growth occurs.

⁵ Case 14-M-0101 - Proceeding on Motion of the Commission in Regard to Reforming the Energy Vision, Order Establishing the Benefit Cost Analysis Framework (issued January 21, 2016): “Benefits and Costs Included in the Framework,” Appendix C, page 2.

⁶ Martin, N. *Carbon-Tuning New York’s Electricity System: Uncovering New Opportunities for CO2 Emissions Reductions*

According to the Imperial College of London:

By developing common metrics for comparing the different technologies and respecting how they work within the interconnected electricity system it is shown that fuel cells deliver heat with a higher efficiency that can be obtained by the best heat pumps, and that this heat output leads to no change or even a net decrease in national CO₂ emissions due to the displacement of higher carbon grid electricity. Efforts to decarbonise the electricity system with renewables and nuclear power will not significant impact on these conclusions, as significant[ly] impact on these conclusions, as they cannot respond easily to changes in cannot respond easily to changes in demand, and unlikely to ever become ‘marginal’ generators.”⁷

A. The Whitepaper recommends a methodology to discount the environmental value of fuel cell systems – a methodology that completely ignores the significant air quality benefits provided by fuel cell systems. The ability of non-combustion fuel cell systems to reduce criteria air pollutants and air toxics is unmatched on a per kW installed basis, considering the high capacity factor of fuel cell systems. Continuing to exclude these benefits from consideration negates the significant benefits of avoided criteria air pollutants that have immediate deleterious effects on the environment and public health.⁸

DER that emit criteria pollutants have the potential to introduce new sources of emissions into urban airsheds with large populations and thereby cause risks to human health. Many areas of New York currently suffer from poor air quality and face major challenges in achieving clean air for the many citizens that live and work within these communities. This is particularly true for economically disadvantaged communities that are often disproportionately burdened by air pollution. The NFCRC therefore emphasizes that DER such as

⁷ Staffell, I. *Zero Carbon Infinite COP Heat from Fuel Cell CHP* Imperial College Business School, Imperial College of London, 2015.

⁸ New York State Department of Environmental Conservation, Air Facility Permits and Registrations, available at: <https://www.dec.ny.gov/chemical/8569.html>

fuel cell systems that provide clean, efficient energy conversion produce a wide range of energy, environmental, and economic benefits for many different industries and applications that should receive environmental value because of the significant value they provide to New York State and citizens.⁹ The health and well-being of especially disadvantaged communities will be improved with more installations of clean DER such as solar power and fuel cell systems. In addition, the full lifecycle benefits of fuel cell systems also reduce community impacts; over 90% of fuel cell systems can be recycled at end of life and do not end up in landfills.

I. General Information (continued):

C. General Terms and Conditions (continued):
Value of Distributed Energy Resources (VDER)

4. Environmental Component

“(e) For any project submitting a complete application as per Step 3 of the Authority’s “Smart Grid Small Generator Interconnection Procedures” after October 17, 2019, that does not meet the definition of renewable energy systems in PSL §66-p, the Environmental Component Rate is \$0/kWh.”¹⁰

The NFCRC recommends that the Authority apply the proposed changes to future projects. Significant investment by project developers, contractors, equipment providers, financiers, and subscribers is required to advance clean energy projects, and these investments were made in “good faith reliance on existing policies”¹¹ in a similar manner to investments in all types of clean energy projects. The NFCRC requests that the

⁹ *Air Quality and GHG Emission Impacts of Stationary Fuel Cell Systems*, An Assessment Produced by the Advanced Power and Energy Program at the University of California, Irvine, March 2018. Available at: http://www.apec.uci.edu/Research/whitePapers/PDF/AQ_Benefits_Of_Stationary_Fuel_Cells_BenMAP_Final_041718.pdf

¹⁰ Long Island Power Authority Proposal Concerning Modifications to LIPA’s Tariff for Electric Service at Second Review Leaf No. 34 T

¹¹ Staff Whitepaper, at 5.

Authority continue to support this confidence, which is a necessary component of accelerating the energy transition.

The NFCRC does not believe that the proposal to reduce compensation to any project that has not achieved Step 3 of the Standard Generation Interconnection Procedures by October 17, 2019 is an appropriate demarcation to define “projects in advanced stages of development.”¹² Project investment decisions must be made well in advance of an interconnection application. Instead projects should be allowed a period of 90 days after the proposal on October 17, 2019 in order to achieve Step 3.

I. General Information (continued):
C. General Terms and Conditions (continued):

Value of Distributed Energy Resources (VDER)

5. CDG Community Credit [Adjustment Factor]

To differentiate compensation between different technologies based upon their capacity factor overlooks the core tenets of valuing distributed energy resources based upon their attributes (defined in the Benefits Cost Analysis (BCA) Framework¹³) and value to the State of New York. Continuous and/or load-following generation resources are necessary to 1) balance the intermittency of renewable resources on the grid, and 2) provide the only known means to achieve reliable 100% renewable energy on the New York grid.

¹² Staff White Paper, at 5.

¹³ Case 14-M-0101 - Proceeding on Motion of the Commission in Regard to Reforming the Energy Vision, Order Establishing the Benefit Cost Analysis Framework (issued January 21, 2016): “Benefits and Costs Included in the Framework,” Appendix C, page 2.

Unpredictable externalities, such as weather conditions, do not impact the reliability of a fuel cell system. Technologies should be prioritized based upon the duration of power required at sites, which includes critical facilities and vulnerable populations. Fuel cells provide this necessary feature of extended run power without criteria air pollutant or air toxics emissions.¹⁴ Consistent with the BCA framework, all of these benefits and attributes of fuel cell systems should be highly valued.

Fuel cells, which are non-combustion generation devices, paired with storage, wind, solar, demand response, and other technologies, can serve as the backbone for microgrids that integrate numerous distributed energy resources and controls. Fuel cells also operate dynamically and load follow. Microgrids that use fuel cell systems as baseload power are able to immediately disconnect from the grid and island (operate autonomously) from the larger grid when circumstances demand (e.g., during grid outages). The fuel cell installation inherently operates as an energy management system, with critical loads for backup power already identified and immediately followed in the case of an outage. A fuel cell system can smoothly transition from grid parallel operation to fully power the load for any length of grid outage provided that fuel is available, without interruption to the end user, and seamlessly re-connect to the utility grid network when its power is restored.

Fuel cells have highly dynamic dispatch capabilities to (1) manage the diurnal variation, constrained capacity factor, and intermittencies associated with solar and wind power generators, and (2) increase the maximum penetration of renewable resources that can be accommodated in the utility grid network. These capabilities will result in

¹⁴ *SGIP 2016-2017 Self-Generation Incentive Program Impact Evaluation Report*. Submitted by Itron to Pacific Gas & Electric Company and the SGIP Working Group, September 28, 2018. Available at: <https://www.cpuc.ca.gov/General.aspx?id=7890>

maximum sustainability, maximum GHG reductions and rapid decarbonization when integrated with renewables. Fuel cell systems are fuel flexible and operate on hydrogen, natural gas or directed and locally sourced biogas, producing renewable power today. And all fuel cell systems are capable and will evolve to operate 100% on renewable fuels.

The Authority is a leading U.S. example of complementing utility clean power generation with fuel-cell solicitations to address load pockets or power needs in specific areas of its service territory. The Authority operates in an area with high population density, scarce and expensive land, the need for resiliency to ensure power during storms, and vocal citizens that do not welcome new and costly transmission lines in their neighborhoods. The Authority has invested in several programs of clean power solicitations to address load pockets and power needs of several service territories. Historically, the structure of the Authority's programs reflected the unique benefits and values of fuel cells to cleanly, efficiently and economically supply power where it is needed, which for the Authority is near existing electrical substations. Fuel cell systems can also be combined with intermittent power generation, such as solar or wind, or less efficient combustion-based equipment that provides peaking or load following power. Also, the energy density of fuel cell systems significantly reduces the land footprint required for onsite generation, allowing for deployment in high density areas and allowing increased acreage available for habitat restoration and preservation.

Fuel cell systems have additionally been installed as part of the Brooklyn Queens Demand Management Demand Response Program that allows ConEdison to plan for and maintain their infrastructure, while supplying reliable energy during peak periods of high

demand in densely populated areas.¹⁵ The program ultimately avoided nearly \$1 billion in ratepayer costs through the use of targeted DER installations. One project in Brooklyn, New York uses solar, storage, and fuel cell technologies together in the microgrid of a low-income housing development to optimize the efficiency, reliability, and affordability of the project. Such projects should be supported by VDER for the value of the project or microgrid, rather than be penalized for a reliable and high capacity factor.

While battery energy storage is necessary and good, lithium-ion battery systems will be limited due to immutable features of: (1) insufficient global reserves of lithium and cobalt to produce enough batteries to meet all of the storage required, (2) challenges with self-discharge that preclude long-duration storage, (3) challenges with recycling and waste, and (4) lithium-ion battery energy density that will not become sufficient to meet some end-uses (such as aviation and long-haul freight).¹⁶

Reversible fuel cells or electrolyzers can also serve as a controllable load that correspondingly helps the grid manage instances of overproduction from renewable resources to produce a renewable hydrogen fuel for storage and later electricity production or for use in fuel cell vehicles. Renewable hydrogen can be made at very high efficiency using electrolysis systems that are dynamically operated to complement renewable wind and solar power dynamics. Hydrogen can be stored within the existing natural gas system to provide low cost massive storage capacity that (1) could be sufficient to enable a 100% zero emissions grid; (2) has sufficient energy density for end-uses including heavy duty transport; (3) is a building block for zero emissions fertilizer and chemicals; and (4) enables sustainable primary energy in all sectors of the

¹⁵ Brooklyn Queens Demand Management Demand Response Program Overview, available at: <https://www.coned.com/en/business-partners/business-opportunities/brooklyn-queens-demand-management-demand-response-program>

¹⁶ Saeedmanesh, A., Mac Kinnon, M. and Brouwer, J. *Hydrogen is Essential for Sustainability*, *Current Opinion in Electrochemistry* 2018, 12:166–181.

economy.¹⁷ **The inclusion of clean, 24/7 load-following generation is also required for a successful conversion to 100% clean energy.**¹⁸ **Fuel cells are perfectly suited to serve this role.**

III. Conclusion

The NFCRC appreciates the opportunity to provide comments on the Authority's proposed tariff modifications - based on the DPS Whitepaper Regarding High-Capacity Factor Resources - and requests that the Authority make decisions based upon data, facts, and technically accurate analysis methods to ensure, clean, resilient and reliable power for all Authority customers.

¹⁷ Saeedmanesh, A., Mac Kinnon, M. and Brouwer, J. *Hydrogen is Essential for Sustainability*, *Current Opinion in Electrochemistry* 2018, 12:166–181.

¹⁸ Davis, *et. al.*, *Net-Zero Emissions Energy Systems*, *Science* 360, 1419 (2018) 29 June 2018

D.K. DRILLING OF NY, INC.

✧ GEOTECHNICAL SOIL BORING ✧

214~41 42ND AVENUE, BAYSIDE, NY 11361

TEL: (718) 352-0100 FAX: (718) 352-0200

email address: dkdrillingny@gmail.com

March 25, 2020

About DK Drilling

See attached for company biography.

DK Drilling budgeted through 2022 the revenue for this portfolio, securing additional bonding capacity required by financiers and manufacturers as well as insurance fees. Unfortunately, DK Drilling found out in January of 2020 that the submitted fuel cell applications would not be grandfathered due to a date change from 1/1/2020 to 10/16/19. Having worked with Daroga Power through the date change based on the High Capacity Factor White paper presented by several LSE's in June of 2019, we understand and appreciate the want to limit fossil fuel resources.

Keep the Original date of 1/1/2020

We have been made aware by Daroga Power that a change on 10/16/2019, LIPA changed the date which would make a project eligible under Net Metering from 1/1/2020 to 10/16/2019. As of July 24, 2019, effective August 1st, 2019, the newly proposed tariff language did not state any edit or revision to the date of which a project needs to meet the required Step 3 of the SGIP, the original date being 1/1/2020.

On 10/16/2019, less than 60+ days later, revised language proposed an altered date as to which an eligible technology (fuel cell) project was required to meet Step 3 of the SGIP from 1/1/2020 to 10/16/2019 in order to be grandfathered under net-metering. Making retroactive changes to the Tariff compensation of existing projects will suggest to the broader developer and finance community that Tariff regulations are uncertain, un-bankable, and significantly risky for all eligible technologies. To that point, the work we have done for Daroga Power's fuel cell portfolio will have been completely wasted and result in significant financial and organizational damages. We recommend that the Staff honor and maintain the long-standing deadline of 1/1/2020 for the completion of Step 3 of the SGIP and allow for all projects whom have met the

Step 3 of the SGIP requirement by the long standing 1/1/2020 be compensated under net-metering.

CLCPA

We understand that the CLCPA made effective 1/1/2020 that fuel cells would no longer be considered a renewable energy technology. The last page of the Environmental Conservation Law (S.2385) states the effective date of the CLCPA;

S. 6599

21

A. 8429

1 § 14. This act shall take effect on the same date and in the same
2 manner as a chapter of the laws of 2019, amending the environmental
3 conservation law, relating to establishing a permanent environmental
4 justice advisory group and an environmental justice interagency coordi-
5 nating council, as proposed in legislative bills numbers S. 2385 and A.
6 1564, takes effect; provided further, the provisions of section 75-0115
7 of the environmental conservation law as added by section two of this
8 act shall take effect October 1, 2022.

That law says; “effective date: First of January next succeeding the date on which it becomes a law.” This state’s that the effective date of CLCPA = effective date of ECL = January 1, 2020.

Again, there is no reason why LIPA would change an already agreed to State Law especially knowing the economic impact it could have on the private sector developing projects around an agreed to date and rules.

Conclusion

The Daroga Power fuel cell projects were submitted prior to the above affected date as well as original date required to submit Step 3 of the SGIP, 1/1/2020. For this, we hope the LIPA Board can honor the existing date of 1/1/2020 and allow Daroga Power to continue with their projects and allow DK Drilling to earn much needed revenue.

Sincerely;



Demetrios Giannopoulos, President
D.K. Drilling of NY, Inc.

D.K. DRILLING OF NY, INC.

✧ GEOTECHNICAL SOIL BORING ✧

214-41 42ND AVENUE, BAYSIDE, NY 11361

TEL: (718) 352-0100 FAX: (718) 352-0200

email address: dkdrillingny@gmail.com

Company Biography

DK Drilling of NY, Inc. was founded by Demetrios Giannopoulos in 2003. Over the past sixteen (16) years, we have worked throughout the Tristate area and specializing in NYC, where we are based. We have worked with many private and public engineering firms, architectural firms, and municipalities. We have a wide array of services to offer, but not limited to, Soil Borings, Mud Drilling, Monitoring Well Installations and Readings, rock coring, steel casing installation, percolation testing, manual and mechanical test pits, limited access soil sampling, and concrete and/or masonry saw cutting & coring.

Our current fleet has grown from just two truck mounted drilling rigs and some small equipment. We now maintain four (4) truck mounted drilling rigs of multiple sizes, all terrain track mounted drilling rig, skid mounted confined space drilling rig, three portable tripod mounted soil sampling rigs, Cat 405 excavator, John Deer Skid Steere, multiple support trucks and dump trucks. We also maintain numerous core drilling equipment, saw cutting and held mechanical demolition equipment. We expand daily to keep up with our clients' needs.

Our family here at D. K. Drilling of NY, Inc. are highly trained in subsurface investigation amongst many other categories in the construction industry. All of our field technicians maintain a minimum of 30 hr OSHA Construction Safety Certification. Some of our technicians maintain additional certifications such as 4 hr Confined Space Awareness, 4 hr Supported Scaffold Certificate, 16 hr. Suspended Scaffold User, 32 hr Suspended Scaffold Foreman, 40 hr OSHA Hazwopper Certification, MTA NYC Transit Track Safety Certification. Some will complete the required 62 hr SST Certification by December, 2019

D. K. Drilling of NY, Inc. success is based on our exceptional customers and expertise drilling service. Our goal and high standards for safety in this industry continue to inspire unmatched loyalty among our customers. Our office staff offers the best customer service and treats everyone with the highest regard and respect. Through the years our customer base has grown exponentially because of the satisfaction and referrals to others. We have learned that the Customers are the life line of our business and our appreciation is given with the service and professionalism we provide.



April 10, 2020

CSA Engineering Services, LLC (CSA) was formed in 1994 to provide consulting services limited to the field of power engineering. These services include short circuit and coordination studies, generator control and protection design, relay design schemes and switchgear design. Engineering services include the development of specifications and design drawings to accompany these documents, design, test, operating and instruction manuals. Field support is provided along with these functions.

A significant portion of the work performed by CSA is to provide electrical engineering services to aid in the development of safe and efficient distributed generation systems. Several of the future projects expected to be part of our job plan included the design of various fuel cell projects through 2022. As the preliminary design of these projects were completed to support fuel cell applications prior to January, 2020, it was frustrating to be informed these projects would not be grandfathered due to a date change from 1/1/2020 to 10/16/19. Having worked specifically with Daroga Power through the date based on the State of New York Public Service Commission, CASE 15-E-0751 – In the Matter of the Value of Distributed Energy Resources High Capacity Factor White paper presented by several load serving entities in June of 2019, we understand and appreciate the want to limit fossil fuel resources.

Daroga Power informed us that LIPA changed the date which would make a project eligible under Net Metering from 1/1/2020 to 10/16/2019. As of July 24, 2019, effective August 1st, 2019, the newly proposed tariff language did not state any edit or revision to the date of which a project needs to meet the required Step 3 of the SGIP, the original date being 1/1/2020.

On 10/16/2019, less than 60+ days later, revised language proposed an altered date as to which an eligible technology (fuel cell) project was required to meet Step 3 of the SGIP from 1/1/2020 to 10/16/2019 in order to be grandfathered under net-metering. Making retroactive changes to the Tariff compensation of existing projects will suggest to the broader developer and finance community that Tariff regulations are uncertain, un-bankable, and significantly risky for all eligible technologies. To that point, the work we have completed for Daroga Power's fuel cell portfolio will have been completely wasted and result in significant financial and organizational damages. We recommend that the Staff honor and maintain the long-standing deadline of 1/1/2020 for the completion of Step 3 of the SGIP and allow for all projects whom have met the Step 3 of the SGIP requirement by the long standing 1/1/2020 be compensated under net-metering.

We understand the CLCPA made effective 1/1/2020 that fuel cells would no longer be considered a renewable energy technology. The last page of the Environmental Conservation Law (S.2385) states the effective date of the CLCPA; That law says; "effective date: First of January next succeeding the date on which it becomes a law." This state's that the effective date of CLCPA = effective date of ECL = January 1, 2020.

Again, LIPA's change an already agreed to State Law especially knowing the economic impact it could have on the private sector developing projects around an agreed to date and rules is arbitrary and capricious.

The Daroga Power fuel cell projects were submitted prior to the above effective date as well as original date required to submit Step 3 of the SGIP, 1/1/2020. For this, we hope the LIPA Board of Trustees can honor the existing date of 1/1/2020 and allow Daroga Power to continue with their projects and allow CSA to assist in the development of this project and recoup the lost revenues.

Sincerely,

Brian Cronin, PE
President
CSA Engineering Services, LLC



May 8, 2020

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear LIPA Board Members and Secretary Phillips,

We are encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

Surfrider is a grassroots environmental organization dedicated to the protection and enjoyment of the ocean, waves, and beaches through a powerful activist network. We submit these comments on behalf of our 81 chapters, 86 youth clubs, and more than 500,000 supporters, activists, and members in the United States, including our local Eastern Long Island Chapter of the Surfrider Foundation.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to

authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees.

If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

Sincerely,

Courtney Garneau, Chair
Eastern Long Island Chapter of the Surfrider Foundation



renewable energy
Long Island

Clean Energy • Safe Environment • Healthy Planet

April 24, 2020

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, NY 12223

Ralph Suozzi, Chairman, and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

RE: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear LIPA Trustees and Secretary Phillips,

Renewable Energy Long Island ("reLI"), a 501-c-3 organization promoting clean, sustainable energy use and generation on Long Island, supports the LIPA initiative to modify its existing Electric Service Tariff to allow for Community Choice Aggregation ("CCA") in the Long Island Service Territory. Long Island communities now poised to consider a CCA program thank LIPA for the opportunity this CCA tariff presents.

The proposed CCA Tariff will adopt the CCA Framework and describe terms and conditions between the utility and a CCA operating program. It is a required pre-requisite to launching CCA programs on Long Island. LIPA approval of the proposed CCA Tariff will establish conformance with the 2016 PSC Framework Order in case 14-M-0024, enabling CCA on Long Island.

In 2014 Governor Cuomo's Reforming the Energy Vision ("REV") initiated consideration of Community Choice Aggregation. The 2016 PSC Framework Order enabled regulatory changes promoting more efficient use of energy and more choices to encourage renewable energy resources. The Framework Order also promotes a greater use of advanced energy efficiency and management programs. This is why CCA is included in the State's clean energy toolbox.

In 2019, Governor Cuomo signed the NYS Climate Leadership and Community Protection Act ("CLCPA") providing New York State with the most aggressive clean energy and climate agenda in the United States. Advancing a CCA Tariff is essential to fulfill these environmental regulatory standards of reaching 70% of a renewable electricity supply by 2030.

We applaud LIPA's effort to allow Community Choice Aggregation on Long Island and urge you to adopt the proposed tariff.

Sincerely,


Linda James
Associate

reLI is a 501(c)3 not-for-profit working to accelerate the transition to 100% renewable energy on Long Island

Gordian Raacke Executive Director reLI, PO Box 4103, East Hampton NY 11937

Phone (631) 329-8888 www.RELI.org info@RenewableEnergyLongIsland.org



Town of Southampton
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JULIE LOFSTAD
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April 9, 2020

Ralph Suozzi, Chairman
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

RE: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear Chairman Suozzi:

We are encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

Sincerely,

Julie Lofstad
Councilwoman

cc: LIPA Trustees
Hon. Michelle L. Phillips, NYS Public Service Commission



Town of Southampton
116 HAMPTON ROAD
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RICK MARTEL
COUNCILMAN

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April 9, 2020

Ralph Suozzi, Chairman
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Sincerely,

Rick Martel
Councilman

cc: LIPA Trustees
Hon. Michelle L. Phillips, NYS Public Service Commission



About Daroga Power

Clean-energy developer currently operating the largest community distributed generation (CDG) projects in the ConEdison utility territory. Daroga Power is currently developing projects in Long Island with the aim of utilizing fuel cell generating systems, stand-alone storage, and hybrid solar and storage facilities. Throughout 2019, Daroga Power developed multiple CDG sites utilizing fuel cell technology within the PSEG Long Island territory with the intended purpose of subscribing thousands of mass-market utility accountholders, with a special focus on LMI subscribers. The projects are intended to be financed based on future cash flows set by the net-metering guidelines from August 1st, 2019 and preceding versions of tariff orders. Bill credits would be distributed at a guaranteed bill savings to subscribers. Daroga Power has active projects under development totaling 75 megawatts (MW).

As a small business, Daroga Power was founded on the New York State's progressive REV Plan, focusing efforts on renewable and sustainable practices coupled with direct consumer benefits. Adhering to NYPSC rulings from inception, Daroga power has built a business based on a pre-approved financial model provided by New York State & NYSERDA. Daroga Power successfully launched the first two CDG solar projects in Brooklyn with an initial base of 300 subscribers and has worked closely, from the beginning, with the Con-Edison's CDG team in refining its customer management process. Building relationships with the New York Green Bank, NYSERDA & Con-Edison as well as being a resource to 3rd party CDG developers assisting with their customer acquisition & billing and management needs.

Throughout the process, Daroga Power has gained vast experience in satellite allocations as well as the crediting and re-billing management process. Through its acquisition, billing and management platform, www.goCDG.com, Daroga Power has secured a backlog of over 7,000 residential and small commercial customers throughout New York State and continues to grow it daily.

DATES:

July 24, 2019 – Effective August 1 - Agenda Item: Approval of Tariff Amendments Relating to the Value of Distributed Energy Resources Board Meeting – Fuel Cell are retained as eligible net metering technology that qualify for REC's.

Comment 1: Strong Support for Grandfathering Existing Projects on or prior to 1/1/2020

Daroga Power and other developers of CDG fuel cells have expended substantial effort, time, and money over a two-year period to develop novel business models based on the regulations and compensation set by long standing Orders and Tariffs.

Considerable, non-refundable resources have been used to: obtain and maintain site control, perform electrical interconnection studies, develop a customer acquisition and billing/management platform, acquire mass-market subscribers, obtain zoning approval and building permits, and acquire financing for CDG projects based on established net-metering compensation regulations. These projects were developed in good faith based on the published regulations, Orders, and Tariffs.

As of July 24, 2019, effective August 1st, 2019, the newly proposed tariff language did not state any edit or revision to the date of which a project needs to meet the required Step 3 of the SGIP, the original date being 1/1/2020. On 10/16/2019, less than 60+ days later, revised language proposed an altered date as to which an eligible technology (fuel cell) project was required to meet Step 3 of the SGIP from 1/1/2020 to 10/16/2019 in order to be grandfathered under net-metering. Making retroactive changes to the Tariff compensation of existing projects will suggest to the broader developer and finance community that Tariff regulations are uncertain, un-bankable, and significantly risky for all eligible technologies. To that point, the current development of the 75mw fuel cell CDG projects will have been completely wasted and result in significant financial and organizational damages to a small developer. Having already begun subscriber outreach, Daroga Power has secured and promised multiple



subscribers credit allocation. Not only will Daroga Power feel the negative impact of the proposed new date but direct PSEG customers as well. We recommend that the LIPA Board of Trustees honor and maintain the long-standing deadline of 1/1/2020 for the completion of Step 3 of the SGIP and allow for all projects whom have met the Step 3 of the SGIP requirement by the long standing 1/1/2020 be compensated under net-metering.

CLCAP

The LIPA staff made note that "In July, the CLCPA put developers on notice that the State no longer regards fuel cells as entitled to renewables subsidies. The CLCPA's change in treatment of fuel cells was cited in the DPS staff whitepaper on high capacity factor resources, which Daroga was well aware of. We would like to breakdown these two points mentioned above, by LIPA;

High Capacity Factor Technologies; The LSE did not want High Capacity Factory Technologies (fuel cells) to take the majority of the Community Credit and leave out the solar industry as the community credit was originally designed for the solar industry. We understand and appreciate these efforts, as Daroga is the largest owner/operate of community solar in New York City. Please note the original submittal of the Daroga Power fuel cell portfolio did not intend on utilizing a community credit, rather it was aimed at securing net-metering tariff in effect at the time. Also note that as of February 2020, there are only 3MW of Community Solar projects on Long Island. Contrary to expressed concerns, a high-capacity factor technology would have very little impact on a market that is currently stagnant due to unattractive economics. As a major community solar developer, Daroga Power has had first-hand experience in evaluating CDG opportunities on Long Island.

The CLCPA; did make note that as of 1/1/2020, fuel cell's would not be considered a renewable technology and would not be eligible for an environmental attribute.

The last page of the Environmental Conservation Law (S.2385) states the effective date of the CLCPA, that law can be found here: <https://www.nysenate.gov/legislation/bills/2019/s2385>

S. 6599	21	A. 8429
1 § 14. This act shall take effect on the same date and in the same		
2 manner as a chapter of the laws of 2019, amending the environmental		
3 conservation law, relating to establishing a permanent environmental		
4 justice advisory group and an environmental justice interagency coordi-		
5 nating council, as proposed in legislative bills numbers S. 2385 and A.		
6 1564, takes effect; provided further, the provisions of section 75-0115		
7 of the environmental conservation law as added by section two of this		
8 act shall take effect October 1, 2022.		

That law says; "effective date: First of January next succeeding the date on which it becomes a law." This state's that the effective date of CLCPA = effective date of ECL = January 1, 2020.

Again, there is no reason why LIPA would change an already agreed to State Law especially knowing the economic impact it could have on the private sector developing projects around an agreed to date and rules.

Proposal

Currently, Daroga Power' New York city community distributed generation portfolio maintains an LMI subscription base of approximately 50%. Daroga Power proposes to replicate it current operating philosophy of "providing savings to those in need of it most". Daroga Power will continue utilizing its customer acquisition and billing/management platform, gocdg.com. The platform will act as the landing site for all customer acquisition and will work with affordable landlord's throughout Long Island on marketing programs for their tenants.

Daroga Power would like to work together, with the LIPA Board, to achieve an equitable solution that will allow Daroga Power to avoid financial losses and LIPA/PSEG to achieve their desire of reducing the volume of net metered based projects on Long Island.



Similar to its experience with Con-Edison in 2019, Daroga Power proposes to cancel the number of applications in the PSEG Net-Metering queue, from 70MW down to 30MW. Additionally, Daroga Power proposes to coordinate its reduction effort with LIPA to maintain projects in load pockets that would benefit the utility most.

Please note that reduction in the MW cap might end up hurting Daroga Power, in the event the cost of system upgrades make the project uneconomical. As the largest community solar developer in New York City and now with the focus on community solar on Long Island, we appreciate the urge to move away from fossil fuels and help see Long Island's community solar market thrive. Daroga Power's ability to develop community solar projects on Long Island will be determined by the outcome of the newly proposed net-metering date. Development dollars are the core of small business owners in the renewable energy sector and a large financial hit with the newly proposed date will limit Daroga's ability to bring their experience and expertise into the Long Island market.

We thank you for your time and hope to work closely with LIPA for many years to come.

Sincerely,

David Matt
Principal
Daroga Power, LLC

A handwritten signature in dark ink, appearing to read "David Matt", with a stylized flourish at the end.

May 11, 2020

Comments submitted by Long Island Solar and Storage Alliance

To: LIPA Board and Staff

Re: [Tariff Proposal February 2020 - CDG High Capacity Environmental.pdf](#)

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

The Long Island Power Authority (the "Authority") is proposing modifications to the Community Distributed Generation ("CDG"), Value of Distributed Energy Resources ("VDER"), and Net Energy Metering provisions of its Tariff for Electric Service (the "Tariff"): (1) to implement a resource capacity factor adjustment to the Community Credit component of VDER compensation, as recommended in the Whitepaper Regarding High-Capacity-Factor Resources "Whitepaper")¹; (2) to exclude new non-renewable resources from eligibility for the VDER Environmental Value, as recommended in the Whitepaper; (3) to make new non-renewable resources ineligible for Net Energy Metering consistent with PSL 66-p; and (4) to clarify that a project will receive the Community Credit rate in effect at the time the project qualifies for 25 years from the project's in-service date.

The original version of this proposal was published on October 17, 2019. On December 12, 2019, the New York Public Service Commission issued an Order Regarding Value Stack Compensation for High Capacity Factor Resources (the "Capacity Factor Order"),² adopting in part the Whitepaper's recommendations, and an Order Regarding Consolidated Billing for Community Distributed Generation (the "Consolidated Billing Order").³ Authority staff updated this proposal on March 4, 2020, based on the December 12, 2019 orders.

NYSEIA and LISSA appreciate LIPA's proposal, in their proposed tariff revisions under consideration for the May 2020 Board meeting, to allow for developers to secure the Value of Distributed Energy Resources Tariff's Community Credit value at 25% interconnection payment or signature of an interconnection agreement if no payment for interconnection costs are needed. We encourage the Board to establish the same policy for securing the Value of Distributed Energy Resources Tariff's Environmental Value ("E Value") and Distribution Relief Value/Locational System Relief Value ("DRV"/"LSRV" value). Such a revision to the tariff would be consistent with policy in the rest of New York and would account for uncertainty about future DRV/LSRV and E values.

The Value of Distributed Energy Resources (VDER) tariff is dynamic. Some values are market-based and change on a daily or monthly basis as energy and capacity values change. Other values change over time, meaning that new projects will receive values different from projects developed in earlier years,

but the values remain constant for individual projects that have “qualified” for the VDER tariff. For example, if the value of DRV is \$60/kW in 2020 but \$80/kW in 2021, a project qualifying in 2020 will receive \$60/kW for 10 years while the project qualifying in 2021 will receive \$80/kW for 10 years.

In the investor-owned utility service territories, projects that have signed an interconnection agreement and paid the requisite upgrade costs, or a deposit towards those costs, “qualify” for VDER and lock in the then-available E value for 25 years and DRV or LSRV value for 10 years from the projects’ in-service date.

Currently, LIPA’s tariff specifies that projects qualify for elements of the tariff much later in the development cycle, specifically: the E value¹, DRV/LSRV values², and community credit value³ are set, for the project, at the then-available value at the project’s in-service date, much later in the project development cycle. This creates a substantial challenge to financing projects if there is any expectation that values will change. Project financiers will need to decide once the project has permits and an interconnection agreement whether to put forward substantial sums of money (typically millions of dollars) to develop the project, only to learn that compensation levels change months later when the project is completed.

LIPA’s March 2020 filing to revise the VDER provisions of the tariff recommends that the Community Credit provisions in the tariff be revised such that the community credit value at the date of the project making its 25% interconnection deposit is secured for the term of the tariff. Presumably, this proposal is in recognition of the fact that LIPA is expecting to revisit the value of the Community Credit late this year after evaluating the results of a solicitation for a community solar feed-in tariff program. NYSEIA appreciates LIPA reducing risk to developers by having projects secure the credit value before construction.

While there are no pending changes to the E value or DRV or LSRV values, it is reasonable to expect that these values may change in the next couple of years, during which project developers and financiers will need to make assessments about the relevant compensation for prospective projects which will reach their in-service date in that time or beyond. The Public Service Commission (PSC) is conducting a marginal cost of service proceeding which will dictate changes to the investor-owned utilities’ DRV and LSRV values⁴. LIPA has been conducting a locational value study as part of its Utility 2.0 initiative which could underpin similar changes⁵. Likewise, the PSC has a pending proposal to modify the E value to “shape” it⁶ and the Climate Leadership and Community Protection Act of 2019 requires modification to the underlying Social Cost of Carbon⁷. Given these pending changes at LIPA and the PSC, and the ongoing alignment of VDER policy between LIPA and the PSC, NYSEIA requests that Leaf 34 T and Leaf 34

¹ LIPA Tariff Leaf 34 T

² Ibid, Leaf 34 U

³ Ibid, Leaf 34 V

⁴ New York Department of Public Service Proceeding 19-E-0283

⁵ Long Island Power Authority “Utility 2.0 Long Range Plan: 2019 Annual Update” (June 28, 2019), pp. 73-74 <https://www.lipower.org/wp-content/uploads/2019/08/2019-06-28-PSEG-Long-Island-Utility-2.0-2019-Annual-Update.pdf>

⁶ New York Department of Public Service, Order Establishing Energy Storage Goal and Deployment Policy (18-E-0130), December 13, 2018, p. 30 <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId=%7BFDE2C318-277F-4701-B7D6-C70FCE0C6266%7D>

⁷ New York Public Service Law § 75-0113

U be amended to follow the qualification proposal LIPA has put forward for qualifying for the Community Credit.

NYSEIA has provided the suggested tariff amendments below.

Proposed amendments to Leaf 34 T

I. General Information (continued):

C. General Terms and Conditions (continued):

Value of Distributed Energy Resources (VDER) (continued):

(3) Environmental Component

- (a) Customers with generation that is eligible to receive Renewable Energy Standard Tier 1 Renewable Energy Credits ("RECs") must elect, by the date of interconnection, to either retain all RECs generated, or to sell these RECs to The Authority. For customers who elect to transfer their RECs to The Authority and for CDG Satellite Accounts whose CDG Host Account elects to transfer their RECs to The Authority, will receive the Environmental Component.
- (b) The project's environmental component credit value will be of the in-service set at the then-current and applicable Environmental Value as of the date of the Customer-generator project has made a payment for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required. The Environmental value will be the greater of either:
 - (i) NYSERDA posted Tier 1 REC market price or
 - (ii) Social Cost of Carbon net of the Regional Greenhouse Gas Initiative ("RGGI")
- (c) The value shall be fixed for the Customer-generator's first twenty-five (25) years of compensation under the Value Stack, beginning with the project's in-service date. The Environmental Component Credit per (\$/kWh) will be summed for all hours of the Customer-generator's billing month and added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.

Proposed amendments to Tariff Leaf 34 U

I. General Information (continued):

C. General Terms and Conditions (continued):

Value of Distributed Energy Resources (VDER) (continued):

(4) Value of Distribution

Demand Reduction Value (DRV) and Locational System Relief Value (LSRV) will be based on the utility Marginal Cost of Service (MCOS) studies per Service Classification, and will be determined as follows:

- (a) For eligible Customer-generators, the DRV compensation will be calculated by multiplying the sum of the projects net injections (kWh) for each of the DRV/LSRV Contracted Hours by the project's DRV Value Stack rate (\$/kWh). The project's DRV rate will be set at the current DRV value as of the date a project has made a payment for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required. That credit value shall apply for for ten (10) years as of the project's in-service date. After the first ten (10) years, eligible Customer-generators will be compensated the then applicable DRV rate and hours. The rate will be updated in a Statement of Value Stack Credits.
- (i) Customer-generators may choose to waive the DRV compensation of the Value Stack and opt-in to the Commercial System Relief Program (CSRP). This voluntary election is a one-time, irreversible decision that may be made at any point during the project's Value Stack compensation period. The Customer-generator must notify the Authority of its intention to opt in to the CSRP.
- (b) Customer-generators located in designated project locations will receive a LSRV payment based on Load Relief when an LSRV Planned Event is called. PSEG Long Island will notify the Customer-generator of an Event twenty-one (21) hours in advance and the window may be between one (1) to four (4) hours long.
 - (i) Customer-generators will receive payments based on the lowest hourly net kW injection during each call.
 - (ii) The LSRV (\$/kW-year) is currently set at 50% of the DRV value identified in Statement of Value Stack Credits for all LSRV areas.
 - (iii) There must be a minimum of ten (10) calls each year. The \$/kW-year will be divided by ten (10) to determine the value of each call window. If there are less than ten (10) calls, at the end of the period identified in the DRV/LSRV Contracted Hours, the Customer-generator will be compensated for the calls that did not occur at the lowest hourly net kW injection for a total of ten (10) calls in their October Value Stack Bill Credit.
 - (iv) The LSRV payment shall be fixed for a ten (10) year term of compensation for the Customer-generator, after which time the LSRV payment will be reset based on the then applicable LSRV. The LSRV value applicable for the first ten year period shall be that which is current as of the date a project has made a payment for 25% of its interconnection costs or has its standard interconnection contract executed if no such payment is required.
 - (v) The LSRV will only be available to projects located in LSRV areas. Eligible LSRV areas that have been identified by the Authority may be found on Statement of LSRV Areas.
- (c) For each Customer-generator's billing period, the sum of the above listed components from 1.C.18 (4) (a) to (b) will be added to Value Stack Calculation Bill Credit posted to the Customer-generator's account.

Comments submitted by Long Island Solar and Storage Alliance

To: LIPA Board and Staff

Re: [Tariff Proposal February 2020 - Solar Communities FIT V.pdf](#)

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

The Long Island Power Authority ("LIPA" or the "Authority") Staff proposes to modify the Tariff for Electric Service ("Tariff") effective June 1, 2020, to authorize 25 MW (DC)¹ of purchases of renewable resources under a new Solar Communities Feed-In Tariff ("Solar Communities FIT").

Comments from the Long Island Solar + Storage Alliance:

The Long Island Solar and Storage Alliance looks forward to participating in the new "Solar Communities FIT" program. Our members have shared the below comments and questions on this topic.

1. Capacity Map / Interconnection

"Under the award process, a limitation will be imposed of 10 MW (AC) capacity at a single sub-station. This will ensure that not all available capacity will be proposed in a single location."

LISSA Comment: Interconnection remains a major hurdle to deploying clean energy under any program. LISSA requests that LIPA accelerate the deployment of an advanced, up to date, and interactive interconnection map to avoid unnecessary acquisition and development costs associated with projects that can not be developed due to capacity constraints.

2. Waiting List

"Applicants placed on the waiting list will be encouraged but not required to resubmit bids at a lower price point."

LISSA comment: LIPA should notify applicants of their place / order on the waiting list.

3. Financial Impacts

Using an average cost of power at 10.2¢ per kWh, based on the 2020 approved budget, this renewable power alternative will increase power supply costs by an estimated \$0.8 million per year.

LISSA Comment: LISSA believes that the program costs associated with this program are overstated. The model should calculate at the cost of power during a more typical annual solar production curve instead of a flat 10.2¢ per kWh. Solar production peaks in months when power costs are higher and more in demand.

Respectfully submitted,

Long Island Solar and Storage Alliance

info@nyseia.org

East Moriches Property Owners Association, Inc.

May 10, 2020

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear LIPA Board Members and Secretary Phillips,

Our Association is encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households¹ and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

Respectfully,

Royal Reynolds
EMPOA President, for the Directors

cc: LIPA Trustees
Ed Romaine, Brookhaven Town

**BOARD OF DIRECTORS: ROY REYNOLDS (President), JIM GLEASON (VICE-PRESIDENT),
CAROLINE CASHMAN (Treasurer), MICHELE BARON (Recording Secretary),
SUSAN DiSARIO, STEVE KEEGAN, ANDREA SPILKA, LAUREN STILES**

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Town of Brookhaven Long Island

Edward P. Romaine, Supervisor

May 11, 2020

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Re: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for
Electric Service 2020

Dear LIPA Board Members,

I write today to ask for your vote of support for the Tariff enabling Community Choice
Aggregation (CCA) in LIPA territory on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000
customers are actively participating in a CCA program. As permitted by the Order approving
Community Choice Aggregation, it is important that Long Island residents are no longer left
behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the
six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Town of Brookhaven has begun
the beginning steps to authorize a CCA program within our municipality. At this time, while we
are moving forward with the selection of a manager for our natural gas provider, we are stalled
by the lack of a tariff to enable the process for electricity.

The Town of Brookhaven represents over 120 thousand households and numerous small
businesses. If approved, the tariff represents a significant step towards enabling local autonomy
and customer choice for Long Island communities.

Sincerely,

Edward P. Romaine
Supervisor

cc: LIPA Trustees

Office of the Supervisor

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TOMMY JOHN SCHIAVONI
COUNCILMAN

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April 9, 2020

Ralph Suozzi, Chairman
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

RE: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear Chairman Suozzi:

We are encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 21, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

Sincerely,



Tommy John Schiavoni
Councilman

cc: LIPA Trustees
Hon. Michelle L. Phillips, NYS Public Service Commission



JAY SCHNEIDERMAN
Supervisor

TOWN OF
SOUTHAMPTON
116 Hampton Road, Southampton, NY 11968

Telephone: (631) 283-6055
Fax: (631) 287-5708
jschneiderman@southamptontownny.gov

April 27, 2020

Ralph Suozzi, Chairman
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority
to Modify its Tariff for Electric Service 2020

Dear LIPA Board Members and Secretary Phillips,

We are encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 24, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households¹ and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

Sincerely,

cc: LIPA Trustees



April 2, 2020

LIPA Board of Trustees
C/o Long Island Power Authority
boardoftrustees@lipower.org

Re: Support for Net Metering Project Eligibility

Dear LIPA Board of Trustees:

With a mission of providing practical solutions to clients' energy problems, EN-POWER GROUP was founded in May 2003 by Michael Scorrano to be an engineering firm that designs, develops, and delivers comprehensive and integrated energy solutions for any building type, from concept to completion. Our multi-disciplinary team includes engineers, analysts, and project managers who work seamlessly with our clients' other partners including professional services firms, manufacturers, contractors, and managing agents

Working closely with Daroga Power since January of 2019, EN-POWER GROUP and Daroga Power came to an agreement to work together on the Daroga Power Long Island fuel cell portfolio. Since January, ENPG and staff helped Daroga Power with engineering, 3-line electrical drawings, mechanical design, equipment consulting, sound attenuator design, spec & natural gas interconnection. Based on the submitted 75mw of fuel cell applications, EN-POWER GROUP was committed and perform the full EPC scope of work for this portfolio.

EN-POWER GROUP budgeted through 2022 the EPC revenue for this portfolio, securing additional bonding capacity required by financiers and manufacturers as well as insurance fees. Unfortunately, EN-POWER GROUP found out in January of 2020 that the submitted fuel cell applications would not be grandfathered due to a date change from 1/1/2020 to 10/16/19. Having worked with Daroga Power through the date change based on the High Capacity Factor White paper presented by several LSE's in June of 2019, we understand and appreciate the want to limit fossil fuel resources.

Keep the Original date of 1/1/2020

We have been made aware by Daroga Power that a change on 10/16/2019, LIPA changed the date which would make a project eligible under Net Metering from 1/1/2020 to 10/16/2019. As of July 24, 2019, effective August 1st, 2019, the newly proposed tariff language did not state any edit or revision to the date of which a project needs to meet the required Step 3 of the SGIP, the original date being 1/1/2020.

On 10/16/2019, less than 60+ days later, revised language proposed an altered date as to which an eligible technology (fuel cell) project was required to meet Step 3 of the SGIP from 1/1/2020 to 10/16/2019 in order to be grandfathered under net-metering. Making retroactive changes to the Tariff compensation of existing projects will suggest to the broader developer and finance community that Tariff regulations are uncertain,

un-bankable, and significantly risky for all eligible technologies. To that point, the work we have done for Daroga Power's fuel cell portfolio will have been completely wasted and result in significant financial and organizational damages. We recommend that the Staff honor and maintain the long-standing deadline of 1/1/2020 for the completion of Step 3 of the SGIP and allow for all projects whom have met the Step 3 of the SGIP requirement by the long standing 1/1/2020 be compensated under net-metering.

CLCPA

We understand that the CLCPA made effective 1/1/2020 that fuel cells would no longer be considered a renewable energy technology. The last page of the Environmental Conservation Law (S.2385) states the effective date of the CLCPA;

S. 6599	21	A. 8429
1	§ 14. This act shall take effect on the same date and in the same	
2	manner as a chapter of the laws of 2019, amending the environmental	
3	conservation law, relating to establishing a permanent environmental	
4	justice advisory group and an environmental justice interagency coordi-	
5	nating council, as proposed in legislative bills numbers S. 2385 and A.	
6	1564, takes effect; provided further, the provisions of section 75-0115	
7	of the environmental conservation law as added by section two of this	
8	act shall take effect October 1, 2022.	

That law says; "effective date: First of January next succeeding the date on which it becomes a law." This state's that the effective date of CLCPA = effective date of ECL = January 1, 2020.

Again, there is no reason why LIPA would change an already agreed to State Law especially knowing the economic impact it could have on the private sector developing projects around an agreed to date and rules.

Conclusion

The Daroga Power fuel cell projects were submitted prior to the above affected date as well as original date required to submit Step 3 of the SGIP, 1/1/2020. For this, we hope the LIPA Board of Trustees can honor the existing date of 1/1/2020 and allow Daroga Power to continue with their projects and allow EN-POWER GROUP to earn much needed revenue.

Sincerely,



Michael Scorrano, PE
Managing Director & Founder
EN-POWER GROUP

SOUTHAMPTON TOWN CIVIC COALITION

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority
to Modify its Tariff for Electric Service 2020

May 7, 2020

Dear LIPA Board Members and Secretary Phillips,

On behalf of the Southampton Town Civic Coalition, an umbrella organization for most of the civics west of the Shinnecock Canal in Southampton Town as well as a conduit to those east of the Canal, I urge you to approve a Tariff enabling Community Choice Aggregation (CCA) on Long Island.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind.

The Towns of Southampton, Brookhaven, and Hempstead have already taken the important step of passing the local law necessary to authorize a CCA program within their municipalities. These three Towns represent over 400 thousand households and small businesses. The vote in Southampton was unanimous and had tremendous community support.

If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have not been afforded the choice of supplier, source, or pricing terms. In addition, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity supply by 2030 - an effort supported by our civics.

Thank you!!

Sincerely,

Andrea Spilka

Andrea Spilka
President, Southampton Town Civic Coalition

cc: LIPA Trustees

Flanders, Riverside and Northampton Community Association

P.O. Box 602, Flanders, N.Y. 11901 | FRNCA.org

April 16, 2020

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Re: CCA Tariff

Dear Chairman Suozzi:

As President of the Flanders, Riverside and Northampton Community Association, I am writing to express my organization's support for the Community Choice Aggregation Program (CCA) and specifically for the next step concerning an important vote related to CCA on Long Island, scheduled for the May 20th LIPA Board of Trustees meeting.

The FRNCA board of directors considered this program at a monthly meeting of its membership and subsequently voted unanimously to support CCA for our community. Therefore, I respectfully request a positive vote on the CCA Tariff.

Sincerely yours,



Vince Taldone
President

cc: LIPA Board of Trustees
Southampton Town Board
Sandy Adams, FRNCA Secretary



FRED W. THIELE, JR.
Assemblyman 1st District

CHAIR
Committee on
Local Governments

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Ways and Means
Environmental Conservation
Oversight, Analysis and Investigation
Transportation

April 8, 2020

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, NY 12223

Re: Case 20-00587 Tariff Filing of Long Island Power Authority
to Modify its Tariff for Electric Service 2020

Dear LIPA Board Members and Secretary Phillips,

I am encouraged by the introduction of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory and urge you to vote in support of it on May 20th.

As of March 1, 2020, more than 60 New York State municipalities and more than 200,000 customers are actively participating in a CCA program, of which more than half are powered by 100% New York State renewable electricity supply. As permitted by the Order approving Community Choice Aggregation, it is important that Long Island residents are no longer left behind. CCA authority was enabled for New York State on April 24, 2016 and while each of the six investor-owned utilities filed a CCA Tariff on August 5, 2016, LIPA did not.

On Long Island, despite the lack of a utility tariff in place, the Towns of Southampton, Brookhaven, and Hempstead have led the way by passing the local law necessary to authorize a CCA program within their municipalities. These municipalities should be allowed to proceed.

The three municipalities that have already taken the first step and adopted the CCA enabling legislation represent 426 thousand households¹ and small businesses. Long Island municipalities are signaling their intention to participate in choosing the source of default electricity supply for residents and small businesses, accessing clean energy markets, and protecting consumers with fixed electricity rates without cancellation fees. If approved, the tariff represents a significant step towards enabling local autonomy and customer choice for Long Island communities. Unlike other New Yorkers, LIPA customers have historically been excluded from competitive electricity markets, and have

not been afforded the choice of supplier, source, or pricing terms.

Further, the option of CCA on Long Island is essential for the success of New York's Climate Leadership and Community Protection Act of 2019 (CLCPA), which requires 70 percent of the electric generation secured by load serving entities regulated by the Public Service Commission to be produced by renewable energy systems by 2030.

Once again, I wish to register my strong support of the enactment of a Tariff enabling Community Choice Aggregation (CCA) in LIPA territory, and urge you to vote in in the affirmative on May 20th.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred Thiele Jr.", with a large, stylized flourish at the end.

Fred W. Thiele, Jr.
Member of Assembly

FWT/ef



Francis Zappone
Deputy Supervisor

TOWN OF
SOUTHAMPTON
116 Hampton Road, Southampton, NY 11968

Telephone: (631) 283-6055
Fax: (631) 287-5708
fzappone@southamptontownny.gov

May 4, 2020

Ralph Suozzi, Chairman
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Re: Case 20-00587 Tariff Filing of Long Island Power Authority
to Modify its Tariff for Electric Service 2020

In 2015, NYS released a plan to achieve 50% of electricity from renewable sources by 2030. In 2016, Governor Cuomo announced the Clean Energy Standard that mandated 50 % Renewables by 2030

The Southampton Town Board understood that without local commitment to the same, or higher, goals, achieving that objective on a statewide level was unrealistic. The Town of Southampton began immediately to develop policies and programs supporting the statewide effort. As members of the Climate Smart Communities, the Town has been benchmarking our energy consumption and that benchmarking indicates our policies and programs are having a positive impact.

However, July, 2019, NY State set forth the boldest clean energy commitment by any major economy in the world. The New York State's Climate Leadership and Community Protection Act established two electricity benchmarks - 70% renewable electricity by 2030 and 100% clean electricity by 2040

This new mandate re-emphasized the essential role of local municipalities in achieving those objectives. Although our policies and programs to date have been impactful, there is a very long way to go and few options from which to choose. The capacity to generate renewable energy locally on the scale required to meet our goals is limited and will not be wholly satisfied by the wind generation proposed off the coast of LI.

The next logical step for the Town of Southampton, while continuing and expanding current efforts, is to reach beyond our boundaries for solutions. Enter CCA. As the 2016 DPS order establishing CCA states, *"The goal of NYS REV, among other things, is to increase the ability of individuals and communities to manage their energy usage ... facilitate wider market-based deployment of clean energy ... (as well as) largescale renewables and distributed energy resources, ... A well-designed Community Choice Aggregation (CCA) program (THE DPS ORDER STATES) will create these benefits for participating communities."* I urge the LIPA Board to approve the CCA Tariff at your Board meeting on May 20 so that Long Island communities can participate in Community

Choice Aggregation Programs and to pursue the opportunity to realize the benefits described in the DPS Order.

Thank you!

A handwritten signature in black ink that reads "Francis Zappone". The signature is written in a cursive style with a large, stylized 'F' and 'Z'.

Francis Zappone
Deputy Supervisor



Francis Zappone
Deputy Supervisor

TOWN OF
SOUTHAMPTON
116 Hampton Road, Southampton, NY 11968

Telephone: (631) 283-6055
Fax: (631) 287-5708
fzappone@southamptontownny.gov

May 11, 2020

Hon. Michelle L. Phillips
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

Ralph Suozzi, Chairman and
LIPA Board of Trustees
333 Earle Ovington Blvd.
Uniondale, NY 11553

Re: Case 20-00587 Tariff Filing of Long Island Power Authority to Modify its Tariff for Electric Service 2020

Dear LIPA Board Members and Secretary Phillips:

In 2016, CCA authority was enabled for the rest of the state and each of the New York State investor-owned utilities implemented associated required CCA tariff. It is important that Long Island municipalities be afforded the same opportunity available elsewhere in New York State. The Town of Southampton, and other communities on Long Island have made a strong commitment to achieving the state goals established in New York's Climate Leadership and Community Protection Act of 2019 (CLCPA) declaring the environmentally critical standards of reaching 70% renewable electricity power supply by 2030. In its 2016 order, the Department of Public Service stated that a well designed CCA program will increase the ability of individuals and communities to manage their energy usage and facilitate the deployment of clean energy, a tool essential to Southampton in order to meet its stated goal of 100% renewable electric energy by 2025.

Attached you will find over 1000 names voluntarily added between the dates of April 6, 2020 and May 11, 2020 to the Town's petition for your approval of the proposed tariff.

I urge the LIPA Board to approve the CCA Tariff at your Board meeting on May 20 so that Long Island communities can participate in Community Choice Aggregation Program.

Francis Zappone
Deputy Supervisor

Incl
Petition Signees.

	First Name	Last Name	Address1	City	State	Zip
1	Francis	Zappone				
2	Kristen	Dietz				
3	Patricia	Weinberg				
4	Maria	Archer				
5	Maureen	Grauer				
6	Joan	Hughes				
7	Robert	Holdorf				
8	lynne	burgess				
9	Laurie	Woods				
10	John	Corwin				
11	Bonnie	Doyle				
12	Michelle	Babu				
13	Scott	Carlin				
14	Erin	Spellman				
15	Merrilee	Clark				
16	Steven	Woloschin				
17	Elizabeth	Kitsis				
18	Helene	HELLER				
19	Alana	Serota				
20	Christina	Curran				
21	Tim	Beeken				
22	Steven	Solano				
23	Louise	Conway				
24	Daniel	Nolan				
25	Brenda	Giufurta				
26	Mary	Acquino				
27	Ron	Paulsen				
28	Alexander	Timlin				
29	Ann	OConnell				
30	Matt	Rutigliano				
31	Elizabeth	Sandhop				
32	Catherine	Gilmore				
33	Jennifer	Hardy-Hargett				
34	Ronald	Kisner				
35	Curtis	Ravenel				
36	Laura	Osofsky				
37	Melvyn	Stark				
38	Soebhas	Sital				
39	Scott	Mitchell				
40	Mary	O'Brien				
41	Benjamin	Chaleff				
42	Hunter	Millington				
43	Anna Marie	Cercone				
44	Frank	Voso				
45	Robert	Penny				
46	Michael	Mensch				
47	tony	panza				
48	Joycd	Miller				
49	david	cooling				
50	Trish	Neve				
51	laura	schuster				

52	Steve	Muth
53	Kenneth	Bandolik
54	Amber	Otto
55	kevin	cirincione
56	Diego	Valdespino
57	Patricia	Carvis
58	Kelly	Gang
59	Kim	Kametler
60	Carol	Smith
61	Christine	Lattuga
62	John	Lenihan
63	Gerald	Anthony Sr.
64	Elizabeth	Plate
65	Katharine	Battle
66	John	Alberto
67	David	Nottoli
68	James	Egerton-Warburton
69	Rick	Rubow
70	Alfred	Boehler
71	Christopher	Olczak
72	Marcelo	Ortolan
73	Jay	Griffiths
74	Louise	Fleury
75	Judy	Gilmartin-Willsey
76	Richard	Spano
77	Diane	Hayes
78	Myron	Holtz
79	Denis	Carpenter
80	Ronald	Race
81	Dee-dee	Protic
82	Janet	Zarro
83	Lisa	Carew
84	Sarah	Burr
85	John	Watson
86	Marianne	Klepacki
87	Steven	Arkinson
88	Malve	von Hassell
89	Kathlyn	Glaser
90	Richard	Marra
91	John	Blodorn
92	Brian	Hoey
93	Judy	Kuhn
94	Gina	Webster
95	Janice D.	Kreymborg
96	David	Howard
97	Lynn	Demitrieus
98	Michael	Monfort
99	Debra	Keller
100	Charlotte	Binns
101	Kristen	Doulos
102	Simon	Bromberg
103	Joan	DiMonda

104	Irene	Donohue
105	Elizabeth	Schroeder
106	Marie	Esposito
107	Gail	Zappone
108	Sean	Deery
109	Walter	Marsicovetere
110	Pam	Glazer
111	Lauren	Steinberg
112	Any	Sullivan
113	Andrea	Stewart
114	Marianne	Finnerty
115	Dorothy	Reilly
116	ANA	DANIEL
117	diane	johnston
118	William	Martin
119	Dorothy	Doughty
120	Leslie	Edwards
121	Heidu	Oleszczuk
122	Jay	Griffiths
123	Elizabeth	Waters
124	Lance	Smith
125	Anderson	Elizabeth
126	Kristen	Doulos
127	Carole	Kelley
128	John	Egerton-Warburton
129	Daphne	Trakis
130	Ronald	Reed
131	John	Zak
132	Ralph	Schenk Jr.
133	Jean-Pierre	Clejan
134	Helen	Roussel
135	William	Hughes
136	Diana	Frizell
137	Glenn	Schnabel
138	Victoria	Gorman
139	Lynn	Arthur
140	Rich	Hughes
141	Joan	Woods
142	Gwynn	Schroeder
143	Russell	Nicholson
144	Larry	Wojcik
145	Anthony	Ernst Jr.
146	Allison	Scanlon
147	Francesca	Rheannon
148	Joe	Sarasky
149	Linda	Rothschild
150	Sarah	Hunnewell
151	Julia	Morgan
152	Andrea	Klausner
153	Tom	Italiano
154	Lily	Koehn

155	Nancy	Smith
156	Claire	Montgomery
157	Marge	Foley
158	Robert	Mark
159	Arleen	Mark
160	James	Ewing
161	Lucinda	Worthington
162	Matthew	Habermann
163	Andrew	Botsford
164	Mary	Graves
165	Lynnette	James
166	William	Gilpin
167	Douglas	Matz
168	James	Kappers
169	Louise	Motch
170	Janice Dalston	Kreymborg
171	Alfonse	Emmolo
172	Stephanie	McNamara
173	Robert	Mozer
174	Craig	Catalanotto
175	Rachel	Verno
176	John	Montecalvo
177	Nicole	Messina
178	Steve	Abramson
179	carlos	alvarez
180	Daniel	Mizvesky
181	Irene	Musorrafiti
182	George L.	Stamatiades
183	Sue	Cagnard
184	Frederick	Blumlein
185	Gordian	Raacke
186	April	Gornik
187	paul	stengel
188	Scott	Wilson
189	David	Machin
190	Lorraine	Doyle
191	Robert	Pellegrino
192	Theres	Bauer
193	Mary	Vettel
194	Vince	Taldone
195	Donna	Kramer
196	lorraine	duryea
197	Theresa	Romanoâ€™™
198	James	Ding
199	Ulrike	von Lehsten
200	Dieter	von Lehsten
201	Jay	Diesing
202	Deborah	Harrington
203	Mayra	Nadal Tompkins
204	Meagan	Zegarelli
205	Carolyn	Topp
206	Leslie	Hoffman

207	karen	boltax
208	Bill	Chaleff
209	Nicholas	Palumbo
210	Sally	Borno
211	Edson	Brolin
212	Andrea	Spilka
213	Joyce	Flynn
214	Kimberly	Allan
215	Annette	Thomad
216	Thomas	kattau Jr
217	Justine	Fishman
218	Gerald	Anthony
219	Susan	Mead
220	Kathleen	Russo
221	Robin	Kopelson
222	Lisa	Kiss
223	Dorothy	Lichtenstein
224	Renee	Shafransky
225	Sharon	Palma
226	James	Palma
227	Beth	Josephs
228	Pamela	Willoughby
229	Nancy	Dubin
230	Pamela	Topham
231	Kenneth	Dorph II
232	Danielle	Franz
233	Georgette	Chapek
234	Eric	Cohen
235	Kenneth	Mayer
236	Bettina	Volz
237	JUNE	SHATKEN
238	Stephen	Lobosco
239	Barbara	Lefkowitz
240	Eleni	Prieston
241	Grania	Brolin
242	kathleen	king
243	CASPER	LABARBERA
244	Courtney	Garneau
245	Neill	Slaughter
246	Diane	Baumann
247	Bruce	Doscher
248	Julie	Burmeister
249	john	klonowski
250	Robert	Smith
251	Karen	Smith
252	Edis	Polanco
253	Alastair	Hawker
254	Phillip	Boeding
255	david	zimmerman
256	Terese	Wildrick
257	Janet	Sarlanis
258	Glorian	Berk

259	Michael	Koegler
260	Gerard	Giliberti
261	Richard	Casabianca
262	Craig	Burmeister
263	WOLFGANG	HELD
264	Susan	Hartison
265	Lauren	Carrozzi
266	Gerardus	Widdershoven
267	John	Kriendler
268	Judith	Verno
269	Louis	Begley
270	Anthony	Newman
271	Katharine	Brengle
272	Elizabeth	Anderson
273	Sally	Breen
274	Jerome	Lucani
275	Debbie	Johnson
276	Joanne	Giganti
277	Adam	Halsey
278	Scott	Carlin
279	Margaret	Galbraith
280	Kathryn	Lustig
281	Anne	Lotito-Schuh
282	Elizabeth	Marinelli
283	Steven	Tvert
284	Maureen	Flanagan
285	Della	Richardson
286	Susan	Jannetta
287	Jamie	Parrot
288	gloria	mcguire
289	Ronald	Fisher
290	jim	byrne
291	Amy	Mulderry
292	Joshua	Pristaw
293	robert	grossman
294	Sandra	Cirincione
295	Julia	Abrams
296	Susan	Moyer
297	Cathleen	Strand
298	Tim	Beeken
299	Holly	Robinson
300	Daniel	Tomlinson
301	Andrew	Hart
302	Maya	Doyle
303	Michael	Tenaglia
304	Sandra	Chabla
305	COLLEEN	HENN
306	robert	ettl
307	Robert	Smith
308	Mitchell	KELLERT
309	Thomas	Schneider
310	Michael	Heskiaoff

311	Robin	van Bokhorst
312	krista	brumagim
313	Laurie	Schuster
314	William	Hajek
315	Angela	Hand
316	Richard	Poveromo
317	Dunston	Almeida
318	Timothy	Corwin
319	Kai	Sturmann
320	elaine	walsh
321	christopher	jeffrey
322	Daniel	Galligan
323	Mark	Alpert
324	John	Scherer
325	John	Marsala
326	Everett	Alpert
327	Victoria	Homan
328	Gabriel	Kochmer
329	Bernadette	Lindgren
330	John	Dutton
331	JOHN	LANDI
332	Maureen	Sherry
333	Nicola	de Nardis
334	Dustin	Goldstein
335	Candyce	Brokaw
336	Thomas	Weber
337	Joanne	Robbins
338	F Michael	Hemmer
339	Bonnie	Weber
340	ROBERT	BENNETT
341	Deborah	Busking
342	fritz	dietl
343	William	Parsley
344	barbara	glatt
345	Jeanne	Cush
346	Elena	Cuoco
347	edmund	pavlak
348	Matthew	Habermann
349	Joseph	Burns
350	Vladimir	Rendek
351	Janice	Scherer
352	Lisa	Maffia
353	Maureen	Lynch
354	Julie	Lavitt
355	Rachel	Reycroft
356	James	fogarty
357	Jeremiah	Collins
358	Joseph	Blake
359	Jeffrey	Zudeck
360	Joe	Okubo
361	Tracy	Kolsin
362	Vincent	Cestaro

363	rosemarie	garipoli				
364	Judi	Roth				
365	Caitlyn	Kirshy				
366	Matthew	Wyckoff				
367	Howard	Roth				
368	Krae	Van Sickle				
369	Daniel	Calabro				
370	Stephen	Steinberg				
371	carol	gardner				
372	Elizabeth	Waters				
373	Kenneth	Scanlon				
374	Nancy	Brown				
375	Giustino	Terzi				
376	Robert	Kandell				
377	Leslie	Edwards				
378	Jay	Territo				
379	Frank	Schlegel				
380	Barry	boeshore				
381	Megan	Toy				
382	David	Ginocchio				
383	Alrssandra	Tocco				
384	Frederick	Steindler				
385	Vivian	Farcas				
386	Michelle	Goldstein				
387	richard	carey				
388	Donald	Byrne				
389	James	Kapon				
390	Louis	Grassi				
391	Brian	Spears				
392	Alex	Tahsili				
393	Father Constantine	Iazarakis				
394	Natalie	Terilli				
395	Adam	Quinn				
396	Rosemarie	Oâ€™Connor				
397	james	papandrea				
398	Mira	Borukhin				
399	Claudette	Garley-Rottkamp				
400	Frank	DeMaria				
401	Michael	Herships				
402	Mary	McGay				
403	Vincent	Hugonnard-Roche				
404	Daniel	Raynor				
405	Paul	DiLandro				
406	Janet M	Zarro				
407	Jason	Holohan				
408	Elizabeth	Anderson				
409	Gregory	Fischbach				
410	Alexander	Xenopoulos				
411	William	Masters				
412	Diana	Greene				
413	George	Bacolini				
414	Edward	moneypenny				

415	Robert	Penny
416	Casandra	Carrick
417	Ronald	Nappi
418	charles	levine
419	Pam	Normandeau
420	Kathleen	Hayward
421	Dominic	LaPierre
422	MARY	MOORE
423	Anthony	Lubrano
424	John	OKeefe
425	Vincent	Restivo,Jr
426	Beth	Donnelly
427	Kevin	Kelly
428	Otto	Garcia
429	David	Gross
430	frank	barletta
431	Jane	Klinge
432	Kimberly	Halsey
433	Andrew	Godfrey
434	PHILIP	MARINO
435	Diane	Barletta
436	John	McCreadie
437	Michael	Bollo
438	Paula	Godfrey
439	Chris	Kohnken
440	Charles	Parshley
441	Susan	Koehn
442	Howard	Newman
443	Susan	Gassman
444	John N	Linder
445	rita	skerys
446	Anna	Palagonia
447	Grace	Koo
448	Benjamin	Chaleff
449	Jeanne	Macero
450	Suzanne	Lightbourn
451	philippa	weismann
452	Lena	Gurba
453	Mary	Acquino
454	Mary	Morgan
455	Bryan	Hedges
456	Kasandra	Lenihan
457	Marissa	Babb-Masielll
458	Carole	Nappi
459	Sarely	Ward
460	Patricia M	OBrien
461	Richard	Colton
462	John P	McQuade JR
463	JESSICA	ROUSE
464	sylvia	baruch
465	Tal	Litvin
466	Neila	Baumiliene

467	Charles	Schwartz
468	Gordon	Herr
469	emmanuel	roumeliotis
470	Jay	Blau
471	Anthony	Dagostino
472	phyllis	stibitz
473	Henry	Barbey
474	Katie	Aldred
475	ann	sandford
476	Elizabeth	Palacio
477	Christopher	Corsano
478	Edgenie	Egerton-Warburton
479	Joyce	King
480	Kenneth	Kobarg
481	Nick	Saltamanikas
482	Elishia	Mendez
483	jason	laan
484	Margaret	Pensa
485	Michael	Mezzano
486	Alexandra	Sullivan
487	Michael	Bennett
488	TARYN	LAWRENCE
489	Elaine	Selva
490	Theresa	Westergard
491	Pat	Sanders
492	Eric	Davison
493	Donald	Janner
494	Constance	Judson
495	Heather	Faulding
496	Richard	Chiorando
497	Ronald	Klausner
498	John	Scott
499	Jolanta	Fabicka
500	Deborah	Dillon
501	Cynthia	Wassong
502	Caitlin	DIEBOLD
503	william	degaudenzi
504	Aleksey	Khludov
505	Yu	Lu-Bouvier
506	Cecilia	Dupire
507	Kevin	Martin
508	Frank	Filippelli
509	Ron	Hadley
510	Keith	Micallef
511	Clifford	Brokaw
512	Clare	Shea
513	Michele	Meduski
514	John	Addario
515	yoneet	solange
516	Valentina	Hadland
517	Wojciech	Lelakowski
518	lewette	lieberman

519	Ingunn	Eiriksdottir
520	Nelly	Amaya
521	Frances g	Barnes
522	Jay	Griffiths
523	Sandra	Ferguson
524	philip	Marinelli
525	Lawrence J	Weiss
526	Annette	Kattau
527	Michele	Baron
528	Thomas	kattau
529	Moriches Bay	Civic Association Inc.
530	Diane	Shapiro
531	Martha	Reichert
532	David	Hawke
533	Eileen	Gorman
534	Arthur	Gorman
535	JIMMY	MACK
536	Allyson	Crough
537	Lewis	Wunderlich
538	Joseph	Abramo
539	John	Capone
540	Suzanne	Henning
541	Jet	Morina
542	Suzanne	Najdzion
543	Anthony	Romano
544	Michael	Zgaljardic
545	David	Marom
546	Sean	Marvel
547	Bruce	Lieberman
548	Diana	Kolhoff
549	Raymond	Jacquin
550	Susan	Hiscock
551	Denise	Crowe
552	Joseph	Mullen
553	Lisa	Serrell
554	Gerard	Conway
555	MICHAEL	SCANLON
556	Eugene	Doyle
557	Christine	Harrison
558	Patrick	Odonoghue
559	Ralph	Schenk
560	Lila	Beudert
561	Scott	Sherman
562	Steven	Rosmarin
563	Carl	Deriso
564	Vivian	Ruesch
565	Andrew	Smith
566	Tiffany	Smith
567	Andrew	Blank
568	Peter	Smith
569	Elinore	Restivo
570	Peter R.	Hughes

571	Richard	Hamill
572	Kathleen	Cooper
573	Suzanne	Haux
574	Marilyn	Marsilio
575	Frances	Schurek
576	Phillip	Stallone
577	Mary Ann	Stallone
578	Marie	Smith
579	Marjorie	Zeller
580	barbara	jackson
581	joann	pauley
582	Bette	Lacina
583	Liz	Woodburn
584	Jason	Klinge Jr.
585	Marie	Lavinio
586	Rob	Calvert
587	Blair	Dibble
588	Michelle	Babu
589	John	labowski
590	Mark	Haubner
591	Christopher	Halucha
592	Rod	Richardson
593	charles	guardino
594	Biddle	Duke
595	Karen	Panebianco
596	Carol	Curro
597	Lylla	Carter
598	Scott	Bluedorn
599	dorothy	reilly
600	Lauren	Steinberg
601	Heather	Meehan
602	Claire	Watson
603	Leigh	Wanamaker
604	Alice	Marlin
605	Stefano	Larese
606	Brad	Brooks
607	Grace	Carter
608	Jessica	Warne
609	Joshua	Kessler
610	Kerri	Deuel
611	Carol	Scott
612	Stephen	Laub
613	Randall	Culpepper
614	Tiffanie	kempf
615	Martine	Stern
616	Tara	Smith
617	Thomas	McEllrath
618	thomas	jackson
619	Joelle	Efthimiou
620	Joan	Woods
621	June	Mazur
622	Larissa	Potapchuk

623	jan	harboy
624	jan	harboy
625	John	Rooney
626	Pola	Rapaport
627	Richard	Warden
628	Rob	Kolsin
629	Elizabeth	Maher
630	Fred	Axelrod
631	James	Folan
632	Jennifer	Roux
633	Michael	Anthony
634	William	Sullivan
635	Michael	Hausman
636	Mary	Wade
637	Joyce	Roper
638	Ann	Anthony
639	charles	gueli
640	Geraldine	Maslanka
641	gary	Edwards
642	Doreen	Eckert
643	Sarah	Strand
644	Ruediger	Lemp
645	Susan	Siegel
646	Jenice	Delano
647	Dorothy	Tiramani
648	ellen	bialo
649	Mary	Terry
650	Joy	Brown
651	RICHARD	BROWN
652	susan	skoorka
653	Stacey	Sharpetletti
654	Barbara	McClancy
655	Lynn	Mahanna
656	Kara	Westerman
657	Carol	Ahlers
658	Stephen	Kotz
659	Michael	Jones
660	Gloria	Reilly
661	Rosemarie	King
662	Diana	Lindley
663	Harold	Schoppman
664	Ann	Barzola
665	James	Kappers
666	Richard	Ruffner
667	Irene	Dickseski
668	Keaton	Laub
669	Meikle	Blossom
670	Larry	Penny
671	Thomas	Morgan
672	Eleanor	Dunham
673	John v.H.	Halsey
674	Susan	Bolton

675	John	Andrews
676	Beatrice	kirkbright
677	Raymond	mancuso
678	Gayle	Eckey
679	Barbara	Weber-Floyd
680	Edisa	Curto
681	Krista	Whitman
682	Aidan	Hayes
683	Owen	Laub
684	John	Kluge
685	Jake	Wilson
686	Karl	Szekiolda
687	Doreen	Johnston
688	Ann	Welker
689	Terry	Pristin
690	MICHAEL	DALY
691	David	Horton
692	Daphne	Trakis
693	Jack	Formica
694	Karen	Smith
695	Kara	Cheeseman-Bak
696	John	Lynch
697	Jacqueline	Fenlon
698	Katen	Derryberry
699	James	Wacht
700	Donna	Lanzetta
701	Mary	Allen
702	Andrew	Zeiser
703	Peter	Lee
704	George	Kazdin
705	Fran	Panasci
706	Amy	Swint
707	Alan	Sosne
708	Thomas	Maloney
709	Valarie	Bell
710	betty	mazur
711	John	James
712	Karen	Poliski
713	Robert	Riskin
714	colm	mcgill
715	valerie	levenstein
716	Przemyslaw	Kepczynski
717	Vikki	Hilles
718	Harry	Curry
719	Kathleen	Beil
720	Christopher	Plock
721	Cecilia	Lagerman
722	John	Herr
723	matthew	Lanes
724	Devan	Trammel
725	Henry	White
726	Beth	Haskell

727	Thomas	PESCOD
728	George	Lynch
729	Susan	Richardson
730	Sue	Graf
731	Peter	Strugatz
732	Kathleen	Cunningham
733	Toqui S	Terchun
734	Jonathan	Haynes
735	Mara	Gerstein
736	Zuzanna	Von Salm
737	robert	Wick
738	Beth	Barth
739	Megan	Haubner
740	Kathleen	Haubner
741	Iena	tabori
742	Amanda	Pachomski
743	William	White
744	Sarah	Van Allen
745	cassie	Kanz
746	Isabel	SepÂlveda-Scanlon
747	Louis	Cortese
748	Daniela	Kronemeyer
749	Anthony	Ernst
750	Lea	Kendall
751	Anita	Sosne
752	Julie A	McConnell
753	Sheila	Peiffer
754	Judy	Rall
755	Nicki	Diner
756	Debbie	Kropf
757	Pat	Nadosy
758	Michelle	Vespa
759	Gabriel	Luber
760	Anne	Bliss
761	Sarabelle	Prince
762	Gina	Anastasio
763	Stefan	Zellmer
764	connie	Giordano Cortese
765	Paul	Fiondella
766	Alice	Flynn
767	Robert	Flynn
768	cynthia	franceus
769	Robert	Crozier
770	Lillian	Ball
771	Helen	Aldrich
772	Lora	Lomuscio
773	Sara	Gordon
774	Steven	Mallis
775	Mary	Welker
776	Patricia	Klemm
777	Charlotte	Greenberg
778	Cara	Fernandes

779	Joan	Butler
780	Jess	Frost
781	Patricia	Hafen
782	Terry	Blumenfeld
783	Katharine	Battle
784	Joseph	Realmuto
785	Susan	McGraw - Keber
786	Elizabeth	Dickenson
787	Stephanie	Licciardi
788	Ginny	Charlow Poveromo
789	Diane	Holer-Hayes
790	Therese	Bernbach
791	Sara	Topping
792	Nicole	LaBarbera
793	Margaret	de Cruz
794	Jane	Finalborgo
795	Mary	Goldman
796	heide	IAffken
797	Doria	Hughes
798	GARY	OSBORNE
799	Paula	Muth
800	Susan	Raebeck
801	David	Frankel
802	Tessa	Raebeck
803	Zoe	Strassfield
804	Neil	Pearson
805	Edwina	von Gal
806	Elaine	Fox
807	Garrett	McConnell
808	Janet	Van Sickle
809	Sean	Deery sr.
810	Susan	Grun
811	Judith	Cash
812	Nancy	Butkus
813	Peter	Meeker
814	Maria	Stephenson
815	Edward	Salsberg
816	Janet	Jennings
817	Robin	Lockwood
818	Paul	Merkelson
819	Karl Ludwig	von Salm
820	Emily	Raebeck
821	Christopher	Poli
822	Kimberly	Palmo
823	Jean	O'Brien
824	Mare	Dianora
825	Claes	Brondal
826	Jacqueline	Dunphy
827	Leslie	Reingold
828	CHRISTINE	PRETE
829	Ellen	ruby
830	Shari	Oster

831	Richard	Sheehan
832	Dana	Dolan
833	Syd	Griffin
834	Thomas	Clavin
835	Barbara	Fair
836	Peter	Wilson
837	Jeffrey	Sander
838	Michael	Butler
839	Andy	Brindle
840	Barbara	Ring
841	michael	polacco
842	Gail	Morin
843	Sally	Scranton
844	Jayne	Young
845	Nicholas	Michelli
846	Jeanette	Smith
847	Jeffrey	Schanback
848	Jennifer	Keller
849	Thomas A.	Nanost
850	Robert	Grisnik
851	regina	axelrod
852	Roger	Lewis
853	Neil	B
854	Leslie	Kapon
855	Zachary	Cohen
856	Julie	Sheehan
857	Adrianne	Johnson
858	Hope	Sandrow
859	Daniel	Arias
860	George	Koulomzin
861	Judith	Samuelson
862	Rachel	Burwell
863	fern	berenberg
864	Michael	Longacre
865	Susan	Goldstein
866	Sophie	Sejourne
867	Ellen	Pearlman
868	H. Alexander	Zaleski
869	Kimberly	Allen
870	Mary Alice	Kane
871	James	Slezak
872	Meghan	Hillen
873	Joan	Bernhardt
874	Craig	Rhodes
875	Marjorie	Goldberg
876	Eileen	Skretch
877	Olivia	Motch
878	John	Shaka
879	Leslie	Matthews
880	Dorothy	Lichtenstein
881	Thomas	Matthews
882	Sharon	Adams

883	william	dalsimer
884	William	McLauthlen
885	Barbara	Freiberg
886	Arlene	Hinkemeyer
887	Pam	Topham
888	Mary	Nanos
889	Marsha	Kranes
890	Norman	Jaeger
891	Jamie	Jaeger
892	Maryann	Calendrille
893	Jennifer	Campbell
894	William	Chaleff
895	anna	Fallai
896	Sandesha	Taylor
897	Barbara	Peltz
898	Walter	Skretch
899	Marc	Roussel
900	Tina	Jacobowitz
901	Lily	Brine
902	Blythe	Payne
903	Kimberly	Allan
904	Gary	Sherman
905	Noreen	Scanlon
906	Noah	Pettit
907	Marilyn	Zaretsky
908	Hannah	Goodman
909	Beth	Young
910	Bertram	Lowi
911	Patrick	Murphy
912	Carla	Rich
913	Linda	Coleman
914	Donald	Raimo
915	Adam	Green
916	karen	shayne
917	Daniel	Flynn
918	Douglas H	Adams
919	Doug	Kuntz
920	Sheryl	Stelljes
921	Gerard	Giliberti
922	Robert	Schmitz
923	Phyllis	Italiano
924	Marilyn	Kirkbright
925	Jeff	Loewi
926	sally	pope
927	Joseph	Catlan
928	Caroline	Cutaia
929	Rosanna	Chavez
930	Loretta	DePinto
931	Bow	Sprite
932	Kathleen	Conrad
933	Carol	Williams
934	Christopher	Hayes

935	Ira	Barocas
936	Lisa	Kiss
937	Tom	Edmonds
938	Joni	Friedman
939	Tsewang	Motch
940	Paul	Jones
941	Colleen	Jones
942	Sandra	Powers
943	Patricia	Kinney
944	Michelangelo	Lieberman
945	Wendy	Geaney
946	amy	kalaczynski
947	Stephen	Hamilton
948	Melissa	Raden
949	Deirdre	Rooney
950	Claire	Spiezio
951	Elizabeth	Rasor
952	Karyn	McGowin
953	Paige	Louthan
954	Elisa	Thompson
955	Cleo	Thompson
956	Cesar	Thompson
957	Mary	Moore
958	Sarah	Nappa
959	Bethany	Fancher
960	pennie	schwartz
961	John	Manalili
962	Alicia	Mack
963	Merry	Warner
964	sherry	schreiber
965	Wilson	Louis-Elias
966	Sue	Kreiling
967	Melissa	Mayer
968	Karen	Edwards
969	Henrik	KRISTIANSSON
970	johanna	flynn
971	william	pendergast
972	Gail	Zappone
973	Douglas	Moyer
974	Jason	Klinge
975	gillian	gordon
976	Kenneth	Dorph
977	Anne	Howard
978	Arthur C.	Muller
979	Kristina	Muller
980	Joanne	Spina
981	Janice	Stanton
982	Michaela	Ciovacco
983	Mary	Woltz
984	Michael	Tekel
985	Allison	Labarbera
986	Connor	Flanagan

987	Jennifer	Hanger
988	Joanna	Faron
989	Patricia	Hunt
990	Peter	Topping
991	Eileen	Abramovici
992	Mary	Greiner
993	Julie	Wesnofske
994	Michelle	Martin
995	Virginia	CZACHUR
996	Suzanne	Bond
997	Patricia	Rehill
998	David	Posnett
999	Robert	Becherer
1000	Dolores	Reilly
1001	John	Hooker

