

**PSEG Long Island's**

**Community Distributed Generation**

**(CDG)**

**Net Crediting Manual**

Version 1.0, 1/1/2021

**VERSION HISTORY**

<b>No.</b>	<b>Description</b>	<b>Date</b>
<b>v1</b>	<b>Initial version</b>	<b>1/1/2021</b>

## Table of Contents

1. Introduction .....	1
2. Definitions .....	2
3. Enrollment .....	4
4. Initial CDG Allocation Request.....	5
5. Subsequent CDG Allocation Request.....	6
6. CDG Savings Rate.....	6
7. Anchor Satellite .....	7
8. Calculation of Applied Credit and CDG Subscription Fee .....	7
9. Payment to CDG Host .....	8
10. Unenrollment .....	10
11. Removing CDG Satellites.....	10
12. CDG Host Change of Ownership .....	10
13. Customer Care .....	11
APPENDIX A .....	12
APPENDIX B.....	13
APPENDIX C.....	14
APPENDIX D .....	15
APPENDIX E.....	39

## 1. Introduction

This Community Distributed Generation (“CDG”) Net Crediting Manual (“Manual”) sets forth PSEG Long Island’s procedural requirements for CDG providers that wish to participate in Net Crediting under LIPA’s CDG initiative.

This Manual sets forth PSEG Long Island’s procedural requirements for CDG providers that wish to participate in Net Crediting under the Long Island Power Authority’s (“LIPA”) Tariff. Additional procedural requirements for CDG providers can be found in PSEG Long Island’s *Community Distributed Generation Procedural Requirements* (“CDG Procedures”).

Typically, a CDG project involves the following three parties: the CDG Host; CDG Satellites (also referred to as Subscribers); and PSEG Long Island. A CDG Host is the project sponsor and is responsible for owning or operating the generation facility, coordinating the project’s interconnection and operation, and supervising and fostering cooperation among the CDG Satellites. CDG Satellites are the project subscribers who will contract for a proportion of the credits accumulated at the generation facility’s meter, as a percentage of the facility’s net hourly export on the CDG Host’s account. PSEG Long Island is responsible for distributing the credits from the CDG Host’s account to CDG Satellites in accordance with the CDG Host’s instructions and LIPA’s tariff.

Value Stack CDG Hosts<sup>1</sup> may enroll in the Net Crediting Program, described herein, under which PSEG Long Island will apply the CDG Savings Rate provided by the CDG Host to all of the CDG Satellites in the project (excluding any Anchor Satellite) resulting in a net credit being applied to the CDG Satellites Electric Bills. PSEG Long Island will remit payment to the CDG Host, on behalf of the CDG Satellites, equal to the CDG Subscription Fees less an Administrative Fee.

LIPA’s Board of Trustees may, from time to time, modify this Manual including, without limitation, based on PSEG Long Island’s experience or billing system enhancements, or to be consistent with any Tariff or UBP-DERS-LIPA Long Island modifications. In the event of any inconsistency between the Tariff or this Manual, the Tariff will govern.

By way of background, on July 17, 2015, the Public Service Commission (“PSC” or “Commission”) issued its Order Establishing a Community Distributed Generation Program and Making Other Findings in Case 15-E-0082 (“Community Distributed Generation Order” or “CDG Order”) under which the policies, requirements and conditions for implementing Community Net Metering were established for PSC jurisdictional electric utilities. On April 1, 2016, LIPA implemented its own CDG initiative in the LIPA territory. Subsequently, 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 in Case 15-E-0751 (“Value of Distributed Energy Resource Order” or “VDER Order”) in which the policies, requirements, and conditions for CDG were updated to reflect a transition away from net metering. On January 1, 2018, LIPA implemented amendments to the Tariff following the Commission’s lead from the VDER Order. On October 19, 2017, the Commission issued its

---

<sup>1</sup> CDG Hosts credited pursuant to the Tariff.

Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 which establishes Uniform Business Practices (“UBP- DERS”) for oversight of distributed energy resources suppliers (“DERs” or “DER suppliers”) and a more specific and detailed set of provisions for CDG providers. Subsequently, LIPA adopted similar oversight for DERs and DER suppliers on January 1, 2019 establishing Uniform Business Practices for LIPA (UBP-DERS-LIPA). Finally, on September 12, 2018, the Commission issued its Order on Value Stack Eligibility Expansion and Other Matters (“Expansion Order”), which enabled more generator technology types to be CDG Hosts.

On December 12, 2019, the Public Service Commission (PSC) issued its Order Regarding Consolidated Billing for Community Distributed Generation in Case 19-M-0463 (Net Crediting Order) which established the policies, requirements and conditions to implement Net Crediting. Comparable terms of service for Community Distributed Generation that resulted from the Net Crediting Order are in LIPA’s Tariff for Electric Service (“Tariff”).

## 2. Definitions

The capitalized terms included in this Manual shall have the meanings set forth below.

**Applied Credit:** Equal to the portion of the Total Available Credit that offsets the CDG Satellite’s Electric Bill each billing period. A CDG Satellite’s applied credit cannot exceed the amount of a CDG Satellite’s Electric Bill during an individual billing period. The Authority shall use the Applied Credit as the basis to determine the CDG Subscription Fee.

**Authority:** The Long Island Power Authority. Depending on usage, this term may include or refer to the Authority’s subsidiary which owns the electric transmission and distribution system, and/or the Manager (as defined herein) which is responsible for providing services on behalf of the Authority and/or its subsidiary under the terms of the Operations Services Agreement

**Anchor Satellite:** For purposes of this Manual, a CDG Satellite with a billed demand of 25 kW or greater in the previous 12 months and is designated by the CDG Host to be excluded from Net Crediting Program. The Anchor Satellite customer is referred to as the Excluded Anchor Satellite in the Net Crediting Agreement.

**Administrative Fee:** The amount subtracted from the CDG Subscription Fee to offset the Authority’s implementation and ongoing costs of the Net Crediting Program. The Administrative Fee is withheld from the CDG Host Payment.

**Administrative Fee Rate:** The percent of the Applied Credit which is subtracted from the CDG Subscription Fee prior to remittance of the CDG Host Payment. The Administrative Fee is initially set at 1 percent. The current Administrative Fee Rate will be stated in LIPA’s tariff.

**CDG Allocation Request:** The CDG Host’s instruction to PSEG Long Island as to the

disposition of Monthly Allocated Credit or Host Bank Allocated Credit.

**CDG Host:** A non-residential customer who owns or operates electric generating equipment eligible under the CDG Net Crediting Tariffs and whose net hourly injected energy produced by its generating equipment is applied to the accounts of CDG Satellites. A CDG Host is also referred to as a CDG Sponsor or CDG Provider.

**CDG Host Payment:** The payment from the Authority to the CDG Host representing the sum of the CDG Subscription Fees from the CDG Project, less the sum of Administrative Fees retained by the Authority.

**CDG Host Billing Email:** The email address where the CDG Host can send billing and satellite documentation: [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com).

**CDG Procedures:** PSEG Long Island Community Distributed Generation (“CDG”) Program Procedural Requirements

**CDG Satellite:** An Authority electric distribution customer taking service under the Tariff who is allocated Value Stack Credits from its CDG Host in accordance with the CDG Net Crediting Tariffs: A CDG Satellite is also referred to as a CDG Subscriber.

**CDG Savings Rate:** The percentage provided by the CDG Host and used by PSEG Long Island to calculate the net credit that the Authority provides on CDG Satellites’ Electric Bills. The same CDG Savings Rate is used by PSEG Long Island for all CDG Satellites subscribed to the CDG Project, except for the Excluded Anchor Satellite, if applicable..

**CDG Subscription Fee:** An amount which reduces the Applied Credit on a CDG Satellite’s Electric Bill, such that the CDG Satellite receives a net credit at the CDG Savings Rate. The CDG Subscription Fee represents the amount owed by a CDG Satellite to its CDG Host for the Applied Credit in a billing period. A CDG Subscription Fee is not levied on credits provided by the Authority to an Anchor Satellite, if applicable.

**Electric Bill:** The bill rendered by the Authority for a customer’s electric utility service. Electric utility service includes energy, customer, demand, and other electric charges. Energy supply costs billed by the Authority are included in the Electric Bill amount.

**Enrollment Period:** A 60-day period that begins once the Authority receives the completed Enrollment documentation.

**Host Bank Allocated Credit:** The credit allocated by the CDG Host from the CDG Host’s Banked Monetary Credit pursuant the Community Distribution Generation section of the Tariff.

**Manager:** 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.

**Mass Market CDG Satellite:** A CDG Satellite taking service under following Service Classifications:

- Service Classification No. 1 Residential Service
- Service Classification No. 1 VMRP
- Service Classification No. 1 VTOU
- Service Classification No. 2 General Service - Small:
- Service Classification No. 2-VMRP
- Service Classification No. 16-AMI

**Monthly Allocated Credit:** The Value Stack credit allocated by the CDG Host for its net hourly injected energy during the CDG Host’s billing period, pursuant to Section I.C.18.c) the Tariff.

**Net Crediting Agreement:** The written contract between the CDG Host and the Authority which is a prerequisite for the CDG Host’s participation in the Net Crediting Program.

**Net Crediting Program:** A voluntary program offered by the Authority to CDG Hosts. The Net Crediting Program authorizes the Authority to remit payments to the CDG Host on behalf of CDG Satellites, resulting in a net credit on the CDG Satellite’s Electric Bill.

**Non-residential Customer:** For purposes of the Net Crediting Procedural Manual, a customer billed by the Authority under a Service Classification other than Service Classification No. 1, Service Classification No. 1-VMRP, and Service Classification No. 1 VTOU.

**Total Available Credit:** The Value Stack credit available to offset a CDG Satellite’s bill. The Total Available Credit is the sum of the Monthly Allocated Credit, Host Bank Allocated Credit (if any), and any remaining Value Stack credit from the preceding billing month that was carried forward to the current billing period.

**Value Stack Credits:** Credits associated with a CDG Host’s generating equipment which are valued in accordance to the Tariff section I.C.18.c) and allocated to CDG Satellites as a Monthly Allocated Credit or a Host Bank Allocated Credit.

### **3. Enrollment**

- 3.1. The CDG Host must comply with the CDG Procedures, except where modified under this Net Crediting Manual.
- 3.2. The CDG Host shall submit the following required enrollment documentation to PSEG Long Island:
  - 3.2.1. Cover sheet/Enrollment Checklist;
  - 3.2.2. CDG Host Certification Form;

- 3.2.3. CDG Net Crediting Allocation Request Form (“Allocation Form”).
  - 3.2.4. Net Crediting Agreement;
  - 3.2.5. Payment documentation, including Vendor Registration Form, a voided check or Bank Letter, and most recent IRS Form W-9; and
- 3.3. The enrollment documentation is attached hereto as Appendices A, B, C, D and E, respectively.
  - 3.4. PSEG Long Island shall provide notice on its Manager’s website when applications for enrollment in the Net Crediting Program may be submitted.
  - 3.5. Payment and enrollment documentation shall be submitted to PSEG Long Island via email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com). The 60-day Enrollment Period will begin once all enrollment documentation, as specified in 3.2 above, are received by PSEG Long Island.
  - 3.6. Existing projects that apply to the Net Crediting Program shall submit to PSEG Long Island all the enrollment documentation listed above, including an updated CDG Host Certification Form and Allocation Form.
  - 3.7. During the Enrollment Period the Authority will review the submitted enrollment documentation.
  - 3.8. After approval of the submitted documentation and when the Enrollment Period ends, Net Crediting will be effective on the CDG Host’s subsequent billing date in accordance with the Value Stack Tariff.
  - 3.9. The Authority shall counter-sign and execute the Net Crediting Agreement to be effective in accordance with provision 3.8 above.
  - 3.10. By submitting a CDG Allocation Request and in its CDG Host Certification Form, the CDG Host certifies that the CDG Host has entered into written contracts with each of its CDG Satellites acknowledging that each CDG Satellite will receive net credits pursuant to the Net Crediting Program.
  - 3.11. If a CDG Host has previously participated in LIPA’s Net Crediting Program, and was unenrolled pursuant to section 10 below, the CDG Host may re-enroll with an effective date no earlier than 12 months from the prior unenrollment. To re-enroll, the CDG Host must complete all required enrollment documentation described herein including a newly executed Net Crediting Agreement.

#### **4. Initial CDG Allocation Request**

- 4.1. An Initial CDG Allocation Request is required as part of the CDG Host’s enrollment in the Net Crediting Program, as described in provision 3.2 above.
- 4.2. The CDG Host shall comply with the CDG Procedures, except as modified by this

Manual and the Tariff as applicable, when completing this form, along with the additional requirements below.

- 4.3. The CDG Host shall designate in its initial CDG Allocation Request the CDG Host's utility account number, the CDG Satellite utility account numbers that will receive credits under the Net Crediting Program, the allocation percentage to each CDG Satellite utility account number, the initial Savings Rate, and the Anchor Satellite account number, if any (subject to Sections 6 and 7 below). PSEG Long Island will notify the CDG Host when submission of a complete and accurate initial allocation request has been accepted by the Authority.
- 4.4. The Authority shall use the initial CDG Allocation Request for disposition of a CDG Host's Monthly Allocation Credit until such time that a Subsequent CDG Allocation Request is effective.

## **5. Subsequent CDG Allocation Request**

- 5.1. The CDG Host may modify: (1) the list of CDG Satellite accounts to which the CDG Host allocates; and/or (2) the percentage of credits allocated to one or more of its CDG Satellites; and/or (3) the Anchor Satellite. Updates may be submitted once per CDG Host billing month by giving notice to PSEG Long Island no less than 45 days before the CDG Host Account's cycle billing date to which the modifications apply.
- 5.2. To modify a CDG Allocation Request, the CDG Host shall complete and submit an updated Allocation Form included in Appendix C to PSEG Long Island via email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com). The CDG Host shall comply with the CDG Procedures when completing this form, along with the additional requirements below.
- 5.3. The CDG Host may modify its CDG Savings Rate once every six months by giving notice to PSEG Long Island no less than 45 days before the CDG Host Account's cycle billing date to which the modifications apply, pursuant to section 6 below.
- 5.4. The CDG Host's subsequent allocation request will be effective with the first CDG Host billing period that commences at least 30 days after PSEG Long Island's receipt of a subsequently accepted Allocation Form.

## **6. CDG Savings Rate**

- 6.1. In its initial Allocation Form, submitted pursuant to provision 3.2 above, the CDG Host shall indicate the amount of the CDG Savings Rate applicable to the CDG project.
- 6.2. The CDG Savings Rate shall not be less than five percent, and must be incremented as whole percentages (*e.g.*, 5%, 6%, 7% and so forth).

- 6.3. The sum of the CDG Savings Rate and Administrative Fee Rate must not exceed 100 percent.
- 6.4. The Authority shall use the same CDG Savings Rate for all CDG Satellites subscribed to the CDG Host's project, except for the Anchor Satellite, if applicable.
- 6.5. The CDG Host may update the CDG Savings Rate no earlier than six months from the initial effective date of the CDG Host's enrollment in the Net Crediting Program and no earlier than six months from the effective date of any subsequent change. The CDG Host shall update the CDG Savings Rate by submitting a signed copy of Appendix C to PSEG Long Island via email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com).
- 6.6. The Authority will apply the project's CDG Savings Rate to all CDG Satellites' Applied Credits (excluding the Anchor Satellite, if applicable).
- 6.7. If a CDG Host submits an updated CDG Savings Rate as part of its CDG Allocation Request for Host Bank Allocated Credit, the Authority will apply this updated CDG Savings Rate for all Applied Credit, including Monthly Allocated Credit, for all CDG Satellites (excluding the Anchor Satellite, if applicable) for at least 6 months from the CDG Savings Rate effective date and until the CDG Host requests a subsequently updated CDG Savings Rate.

## **7. Anchor Satellite**

- 7.1. In each CDG Host billing month, the CDG Host may optionally designate one CDG Satellite utility billing account as an Anchor Satellite.
- 7.2. A CDG Satellite that is designated as an Anchor Satellite in a billing month will not participate in the Net Crediting Program and will have their credit directly applied to their Electric Bill in full.
- 7.3. The CDG Host may redesignate the Anchor Satellite once per CDG Host billing month by submitting an updated Allocation Form to PSEG Long Island no less than 45 days before the CDG Host Account's cycle billing date to which the modification applies.
- 7.4. At any given point in time, a CDG Host may have up to one Anchor Satellite.

## **8. Calculation of Applied Credit and CDG Subscription Fee**

- 8.1. A CDG Satellite's Applied Credit will be calculated each billing period, pursuant to the CDG Net Crediting Tariffs, to determine the portion of the Total Available Credit that offsets the CDG Satellite's Electric Bill in the billing period. A CDG Satellite's applied credit cannot exceed the amount of a CDG Satellite's Electric Bill during an individual billing period. The Authority shall use the Applied Credit as the basis to determine the CDG Subscription Fee.

- 8.2. The CDG Subscription Fee will be calculated based on each CDG Satellite's Applied Credit each billing period. The CDG Subscription Fee for each CDG Satellite is equal to the amount of the Applied Credit multiplied by a percentage equal to one minus the CDG Savings Rate. (e.g. If the savings rate is 5% the CDG Subscription Fee will equal 1 minus .05, or 95%)
- 8.3. The CDG Savings Rate applied to a CDG Satellite's bill will be the rate in effect for the CDG Satellite's bill period.
- 8.4. When a CDG Satellite is billed, the Authority shall apply a net credit to the CDG Satellite's Electric Bill equal to the Applied Credit less the CDG Subscription Fee.
  - 8.4.1. For example:
    - 8.4.1.1. A CDG Satellite has \$120 of Total Available Credit, a monthly Electric Bill of \$100, and the CDG Satellite is enrolled with a CDG Host whose CDG Savings Rate in effect of the time is 5 percent.
    - 8.4.1.2. The Applied Credit equals \$100, i.e., the portion of the Total Available Credit which can offset the CDG Satellite's Electric Bill. The CDG Subscription Fee shall equal \$95 [ $\$100 \times (1 - .05)$ ], i.e. the Applied Credit multiplied by 1 minus the CDG Savings Rate.
- 8.5. The Authority will provide each CDG Satellite with the net credit on the CDG Satellite's Electric Bill.
  - 8.5.1. Continuing the example above, the net credit applied to the CDG Satellite account is \$5 (i.e., 5% CDG Savings rate multiplied by the \$100 Applied Credit)
- 8.6. If the CDG Host identifies an Anchor Satellite, the Authority will not apply any CDG Savings Rate or CDG Subscription Fee to the Anchor Satellite's portion of the Applied Credit. An Anchor Satellite will thus receive 100% of the Applied Credit.
- 8.7. The CDG Host shall not charge Mass Market CDG Satellites any additional fee or otherwise require additional payment outside of the Net Crediting Program.

## **9. Payment to CDG Host**

- 9.1. The basis of the Authority's monthly payment to a CDG Host shall equal the CDG Subscription Fees less the Administrative Fee
  - 9.1.1. The CDG Subscription Fee is calculated for each CDG Satellite,

excluding an Anchor Satellite (if applicable) pursuant to section 8 above

- 9.1.2. The Administrative Fee shall be calculated from the Applied Credits to CDG Satellites, excluding the Applied Credit to an Anchor Satellite.
  - 9.1.2.1. For each Applied Credit to a CDG Host's CDG Satellites in a billing month (excluding the Applied Credit to an Anchor Satellite), the Administrative Fee shall equal the Applied Credit multiplied by the Administrative Fee Rate
  - 9.1.2.2. The Authority shall use the Administrative Fee Rate set in the LIPA tariff, as approved by the LIPA Board of Trustees, and in effect when the CDG Subscription Fee is calculated.
  - 9.1.2.3. The Administrative Fee Rate is initially set at 1% and may be updated by a resolution by the LIPA Board of Trustees from time to time.
  - 9.1.2.4. Continuing the example in 8.4.1 above, if the Administrative Fee is 1 percent at the time the Authority calculates the Applied Credit, then the Administrative Fee shall equal \$1 (\$100 Applied Credit multiplied by Administrative Fee Rate of 1 percent). Therefore, the payment to the CDG Host by the Authority under the Net Crediting Program is \$94 (\$95 CDG Subscription Fee less \$1 Administrative Fee).
- 9.2. The payment by the Authority to the CDG Host will be in accordance with the Vendor Registration Form (Appendix E) provided by the CDG Host in its initial application, or as may be amended.
- 9.3. The CDG Host may amend its Vendor Registration Form by completing a new Vendor Registration Form.
- 9.4. The payment by the Authority to the CDG Host shall be remitted within 30 days of the conclusion of the CDG Host's billing month.
- 9.5. The payment shall reflect the CDG Subscription Fees, less Administrative Fees, computed by the Authority in the CDG Host's billing month.
- 9.6. The Authority shall provide a statement in each billing month, to the CDG Host, which itemizes, by CDG Satellite, the CDG Subscription Fees net of Administrative Fees in the CDG Host payment for the billing month.
- 9.7. All calculations for the payment to the CDG Host will be made based on the CDG Savings Rate and Administrative Fee in effect at the time the CDG Satellite Applied Credit is rendered.

## **10. Unenrollment**

- 10.1. To unenroll from the Net Crediting Program, a CDG Host must complete and submit an updated CDG Host Certification Form.
- 10.2. The Authority will unenroll the CDG Host, and all its CDG Satellites, in the billing month that begins at least 45 days after submission of the request.
- 10.3. A CDG Host that unenrolls in from the Net Crediting Program shall be credited pursuant to LIPA's Tariff with the exclusion of Net Crediting Provisions.
- 10.4. A CDG Host may re-enroll in the Net Crediting Program pursuant to provision 3.11.

## **11. Removing CDG Satellites**

- 11.1. To unenroll a CDG Satellite from the Net Crediting Program, the CDG Host shall update its CDG Allocation Request for the disposition of Monthly Allocated Credit and shall not include the CDG Satellite that is removed from the project.
- 11.2. A former CDG Satellite that is removed from a CDG project (i.e., is no longer allocated credit) shall receive the full value of the Applied Credit, reflecting any remaining Value Stack credit from the preceding billing month that was carried forward to the current billing period, and without any CDG Subscription Fee being netted. The CDG Host formerly associated with the removed CDG Satellite will not receive a CDG Subscription Fee for such credits.
- 11.3. A former CDG Satellite with Total Available Credit from a prior CDG Host may not enroll with another CDG Host until the Total Available Credit is reduced to zero.
- 11.4. If a CDG Satellite account is closed or otherwise finalized, the Authority will indicate as such in the monthly CDG Host Statement provided to the CDG Host.

## **12. CDG Host Change of Ownership**

- 12.1. The CDG Host shall notify PSEG Long Island of any change in ownership of the CDG project or ownership structure at least 60 days prior to the effective date of the change.
- 12.2. For the purposes of the Net Crediting Program, the new owner or entity shall constitute a new CDG Host. The new owner or entity shall execute and submit all required payment documents listed in the enrollment documentation pursuant to section 3 above, at least 60 days prior to their effective date.
- 12.3. Failure to provide the new enrollment documentation at least 60 days prior to their effective date will result in CDG Satellite Accounts earning and receiving

no Applied Credits for the period until the 60 day pre-notification period has been satisfied.

### **13. Customer Care**

- 13.1. The Authority shall be responsible for resolving utility billing-related customer inquiries and complaints. In the case of customer inquiries to the Authority related to the CDG Host, the Authority will promptly provide customers the CDG Host's contact information.

## APPENDIX A

### NET CREDITING ENROLLMENT FORM/APPLICATION CHECKLIST

Project ID (assigned by PSEG LI during the project's interconnection): \_\_\_\_\_

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

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

CDG Host's PSEG LI Account Number (if available): \_\_\_\_\_

Contact Name, Phone Number and Email Address for questions: \_\_\_\_\_

The CDG Host shall submit the following documents, along with this checklist, to PSEG Long Island via email [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com). Once PSEG Long Island receives all completed forms, the 60 day Enrollment Period will begin. PSEG Long Island will notify the CDG Host via email upon receipt of all completed enrollment documents.

1. Checklist
2. Net Crediting Agreement – sign and date
3. CDG Host Certification Form
4. CDG Value Stack Subscriber Allocation Request – complete, sign and date;
5. Payment information
  - a. Vender Request Checklist.
  - b. Most recent IRS Form W-9
  - c. Voided check or Bank Letter

Project Name as it is to appear on CDG Satellites' bills: \_\_\_\_\_

Project Contact Phone Number to appear on CDG Satellites' bills: \_\_\_\_\_

## APPENDIX B

### NET CREDITING COMMUNITY DISTRIBUTED GENERATION HOST CERTIFICATION FORM

Please submit this form in by email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com) during the interconnection application. Subsequent allocation forms can be submitted by email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com).

Community Distributed Generation (CDG)



Host Certification Form

Check one:

Initial CDG Host Certification     Annual CDG Host Certification

- I certify that this CDG application will accept all terms and conditions as described in the tariff for Community Distributed Generation, as they may be amended or superseded from time to time.
- I certify that any CDG Satellite Accounts with demands of 25 kW or greater will receive, in aggregate, no more than 40 percent of the CDG Host's Excess Generation from the CDG project.
- I certify that each CDG Satellite Account must take a percentage of the generation output. The percentage must amount to at least 1,000 kWh annually and may not exceed the CDG Satellite account's historic average annual kWh usage over the past three years (or forecast usage if historic data is not available).
- I certify that all CDG Satellite Accounts will be in the same NYISO Load Zone as the CDG Host and located in the Company's service territory.
- I certify that the sponsor of this project will satisfy all obligations assumed with respect to Satellite Account owners (project members).
- To the best of my knowledge the information provided herein is accurate and no attempt has been made to misrepresent the facts.
- I will re-submit an Allocation Request to PSEG Long Island on an annual basis.
- I have informed all CDG Satellite Accounts that they will be considered a Value Stack customer and all Tariff for Electric Service regulations will apply as if the system was actually located at the CDG Satellite Account location.

Please print

Name of Applicant:	
Host PSEG Long Island Account Number:	
Signature:	
Date:	
Phone:	Email:

Affiliation to person responsible for account (check one)

- Owner                       Partner                       Agent [Attach documentation of authorization by Principal]
- Corporate Officer             Other (specify) \_\_\_\_\_

Submit by email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com)

**APPENDIX C**

**CDG NET CREDITING ALLOCATION REQUEST FORM**

Please submit this form by email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com) during the interconnection application. Subsequent allocation forms can be submitted by email to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com).

	PSEGLI  Host Account # (10 digits)  xxx-xx-xxxx-x	PSEGLI  Satellite Account Number (10 digits)  xxx-xx-xxxx-x	PSEGLI  Account Name	Cust Rate Code	Distribution Percentage (Distribution cannot Exceed 100%)	CDG Savings Rate (Minimum 5%)	Anchor Customer Y/N
1					%	%	
2					%	%	
3					%	%	
4					%	%	
5					%	%	
6					%	%	
7					%	%	
8					%	%	
9					%	%	
10					%	%	
11					%	%	
12					%	%	
13					%	%	
14					%	%	
15					%	%	

*Additional Lines may be added if needed*

**APPENDIX D**

**NET CREDITING AGREEMENT**

**Community Distributed Generation Net Crediting  
Agreement for [CDG Project Name and Identification  
Number]**

This Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Long Island Power Authority (the “Authority”), by and through its subsidiary, Long Island Company d/b/a LIPA, both with a principal place of business at 333 Earle Ovington Blvd, Uniondale, NY and

\_\_\_\_\_, a community distributed generation (“CDG”) sponsor (the “CDG Sponsor” or “Sponsor”), a \_\_\_\_\_ [state type of legal entity] with a principal place of business at \_\_\_\_\_. The Authority and the CDG Sponsor are also individually referred to herein as a “Party” or collectively as “Parties.” The Parties are the only parties to this Agreement. Long Island Electric Utility Servco LLC (“Agent”) is not a party to this Agreement and is executing and administering this Agreement on behalf of LIPA as LIPA’s agent.

**Whereas**, the CDG Sponsor is a Distributed Energy Resource (“DER”) provider registered with the New York State Public Service Commission (“Commission”) with a CDG project located at \_\_\_\_\_, and identified by the Authority as \_\_\_\_\_ (the “CDG Project”);

**Whereas**, the CDG Sponsor wishes to enroll CDG Project in the Authority’s Net Crediting Program pursuant to the Authority Tariff for Electric Service (the “Tariff”) and the LIPA Value Stack CDG Net Crediting Manual;

**Whereas**, the CDG Sponsor attests that it has entered into valid, fully executed contracts (“Net Crediting Subscription Contracts”) with CDG Satellites who are the Authority’s electric customers for participation in the Net Crediting Program;

**Whereas**, the Authority has established a billing process to permit the Authority to calculate the total value of the CDG Satellites’ Value Stack Credits, remit a percentage of the value of such credits to the CDG Sponsor (less the Authority Administrative Fee retained by the Authority), and provide the remaining value of such credits on the CDG Satellites’ electric utility bills, allocated as directed by the CDG Sponsor; and

**Whereas**, the Authority has amended its Tariff to implement the Net Crediting Program and is willing to implement the Net Crediting Program for the CDG Project, subject to the terms and

conditions of this Agreement.

**NOW THEREFORE**, the Parties hereto, each in consideration of the Agreement of the other, which the Parties agree is sufficient, do hereby agree as follows:

**1. Definitions.** Any capitalized terms used in this Agreement shall be defined as set forth below:

- 1.1. Administrative Fee** is the amount of the monthly value of the CDG Project's Value Stack Credits that the Authority will retain.
- 1.2. Authority:** The Long Island Power Authority and any successor thereto.
- 1.3. CDG Program** is the program adopted and implemented by the Authority to implement Community Distributed Generation pursuant to the Tariff.
- 1.4. CDG Sponsor** is the entity that organizes, owns, and/or operates a CDG Project participating in the CDG Program and may be identified as the "CDG Host" in the Tariff. A CDG Sponsor may be involved in one or more CDG Projects and be otherwise engaged in soliciting customers, members, or subscribers for a CDG Project or CDG Projects, through its own employees or agents, on its own behalf. A CDG Sponsor must be registered with the Commission consistent with the Uniform Business Practices for DER Suppliers in the LIPA Service Territory ("UBP-DERS-LIPA")
- 1.5. CDG Sponsor Payment** is the payment from the Authority to the CDG Sponsor representing the sum of the CDG Subscription Fees from the CDG Project, less the sum of the Authority Administrative Fees retained by the Authority.
- 1.6. CDG Satellite** is an electric customer of the Authority who is participating in the CDG Project.
- 1.7. CDG Savings Rate** is the rate used to calculate the value of the CDG Project's monthly Value Stack Credits that will be provided by the Authority on CDG Satellites' electric account(s) with the Authority, allocated as directed by the CDG Sponsor, where such rate shall not be less than 5 percent. The same CDG Savings Rate must be used for all CDG Satellites subscribed to the CDG Project, except for the Excluded Anchor Customer, if applicable.
- 1.8. CDG Subscription Fee** is the value of the CDG Project's monthly Value Stack Credits calculated pursuant to of the Tariff by the Authority and provided to the CDG Sponsor.

**1.9. Commission** is the New York State Public Service Commission and any successor thereto.

**1.10. Confidential Information** is as defined in Sections 10.1 and 10.2 of this Agreement.

**1.11. Confidential Utility Information** means, collectively, information provided by Authority or the T&D Manager to the CDG Sponsor including, without limitation, all aggregated and anonymized information, customer-specific information, Personal Data and Utility Data.

**1.12. Data Protection Requirements** means, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the CDG Sponsor's Processing of Confidential Utility Information; (ii) the Authority's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the CDG Sponsor's Processing of Confidential Utility Information; and (iii) the Order and Commission rules, regulations and guidelines relating to confidential data.

**1.13. Data Security Incident** means a situation where the CDG Sponsor knows or reasonably believes that there has been: (A) the loss or misuse (by any means) or disclosure of Confidential Utility Information or any circumstance in which the security, integrity, or confidentiality of any Confidential Utility Information has been compromised in any way; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Confidential Utility Information; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Utility Information or of confidential information (D) any compromise of the physical, technical, administrative or organizational safeguards protecting the CDG Sponsor's systems in which Confidential Utility Information is stored or hosted, or (E) any breach of any Data Protection Requirements in relation to the Processing, storage, retention or protection of Confidential Utility Information by the CDG Sponsor.

**1.14. Excluded Anchor Customer** is a demand-billed, Authority electric customer with demand greater than or equal to 25 kilowatts ("kW") that enters into a contract to participate as an enrolled Satellite in the CDG Project that the CDG Sponsor identifies as being excluded from the Net Crediting Program. If the CDG Sponsor notifies the Authority that the CDG Project has an Excluded Anchor Customer, the Authority will not apply the CDG Savings Rate to the calculation of credits to the Excluded Anchor Customer. Only one Excluded Anchor Customer may be excluded from the Net Crediting Program per CDG Project.

**1.15. Net Crediting Program** is the Authority's Program where the Authority applies a portion of the CDG Project's Value Stack Credits to the CDG Satellites' electric Authority accounts and remits the remainder to the CDG Sponsor, less the Administrative Fee.

**1.16. Net Crediting Manual** is the Authority's detailed procedure for implementing the Net

Crediting Program, as it may be modified by the Authority from time to time. The Net Crediting Manual is maintained by the Authority.

**1.17. Net Crediting Subscription Contract** is the agreement between the CDG Sponsor and each CDG Satellite participating in the Net Crediting Program.

**1.18. Net Member Credits** are the resulting credits on the CDG Satellite's electric utility account calculated pursuant to the rules of the Tariff, based on the CDG Project's monthly Value Stack Credits, the applicable CDG Savings Rate, the CDG Satellite's Allocation Percentages, the CDG Satellite's monthly retail charges, and the CDG Satellite's banked credits, including any banked credits allocated from the CDG Sponsor.

**1.19. Personal Data** means any information relating to an identified or identifiable individual, whether such information is in individual or aggregate form and regardless of the media in which it is contained, that is (i) disclosed or supplied to the CDG Sponsor in connection with this Agreement, (ii) accessed, collected, procured, generated, recorded, processed, stored, reported, or transmitted by the CDG Sponsor in connection with or incidental to the performance of this Agreement, or (iii) derived by the CDG Sponsor from the information described in (i) or (ii) above. For avoidance of doubt, Personal Data includes, but is not limited to, first and last name; home or other physical address including street name and name of a city or town; email address or other online contact information (such as an online user ID or screen name); telephone number; date of birth; Social Security number (or its equivalent); driver's license number (or other government-issued identification number, such as military identification, passport, or other personal identification number); account information (including financial account information); tax information; payment card data (including primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip, CAV2/CVC2/CVV2/CID and PIN number); access code, password or security questions and answers; shared secrets or security tokens used for authentication; birth or marriage certificate; health or medical information, including demographic data, that relates to an individual's past, present, or future physical or mental health or condition, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; health insurance information; biometric data; a persistent identifier, including a customer number held in cookies, processor or device serial number, unique device identifier, or Internet Protocol (IP) address; geolocation or information that can be used to derive geolocation; any information that is combined with any of the data elements above including, but not limited to, information regarding an individual customer's energy usage.

- 1.20. "Processing"** (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Personal Data or Utility Data, whether it be by physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.
- 1.21. Representative** means any contractor, subcontractor, CDG Satellite, or other entity to which Confidential Information may be transferred under this Agreement.
- 1.22. Tariff** is the Long Island Power Authority Tariff for Electric Service, which may be amended or succeeded from time to time.
- 1.23. 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.
- 1.24. Utility Data** means data held by or for the Authority or T&D Manager, whether produced in the normal course of business or at the request of the CDG Sponsor or a third party and whether or not it is provided to the CDG Sponsor.
- 1.25. Value Stack Credits** are the credits generated from electricity generated from the CDG Project pursuant to the Tariff.

**2. Effective Date.** This Agreement shall be effective upon execution by the last Party to sign this Agreement, with the Authority's date to commence the Net Crediting Program to be as specified in the Net Crediting Manual.

### **3. Term/Termination**

**3.1.** This Agreement shall remain in effect until terminated (i) in accordance with its terms or (ii) by resolution of LIPA Board of Trustees, whichever shall occur first.

**3.2.** Notwithstanding anything to the contrary elsewhere in this Agreement or in the Tariff, the Authority, by written notice to the CDG Sponsor, may terminate this Agreement in whole or in part with respect to the CDG Project or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the CDG Sponsor or CDG Project terminates or suspends doing business, except where such

suspension is caused by Force Majeure; (b) the CDG Sponsor or CDG Project becomes subject to any bankruptcy or insolvency proceeding under federal or state law (and which proceeding is not removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to the direct control of a transferee, receiver or similar authority in relation to a bankruptcy or insolvency proceeding, or (except as otherwise provided in Section 15.7) makes an assignment for the benefit of creditors; (c) the CDG Sponsor commits a material breach of any of its obligations under this Agreement with respect to the Net Crediting Program and has not cured such breach within thirty (30) days after receipt of a written notice from the other Party specifying the nature of the breach (provided, however, that if such breach cannot be cured within thirty (30) days, the cure period will be extended as long as CDG Sponsor is pursuing diligent efforts to cure, such extended cure period not to exceed an additional thirty (30) days); or (d) the CDG Project is in material violation of the Authority's electric standards, including, without limitation, to provisions related to interconnection and safety and has not cured such violation within thirty (30) days after receipt of a written notice from the other Party specifying the nature of the violation (provided, however, that if such breach cannot be cured within thirty (30) days, the cure period will be extended as long as CDG Sponsor is pursuing diligent efforts to cure, such extended cure period not to exceed an additional thirty (30) days). Notwithstanding the aforementioned cure provisions or any other provision of this Agreement, the Authority may take immediate actions with respect to the CDG Project interconnection if deemed necessary by the Authority, in its sole discretion, to protect the safety of the public, customers, or employees, or the operation of the electric system.

- 3.3.** The foregoing notwithstanding, the CDG Sponsor may upon written notice to Authority remove the CDG Project from the Net Crediting Program. The CDG Sponsor and the Authority shall follow the process detailed in the Net Crediting Manual for removal of the CDG Project from the Net Crediting Program. The CDG Sponsor shall notify the affected CDG Satellites of the removal of the CDG Project from the Net Crediting Program.

#### **4. Representations.**

- 4.1.** The CDG Sponsor represents that it is and shall remain in compliance with all applicable laws, tariffs, regulations, and the Authority's electric standards, safety, and cybersecurity standards with respect to the CDG Project during the term of this Agreement including the Tariff.
- 4.2.** Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.

- 4.3. Each Party represents that (a) it has the full power and authority to execute, deliver, and perform its obligations under this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 4.4. The Authority and the CDG Sponsor shall exercise all reasonable care, diligence and good faith in the performance of their duties pursuant to this Agreement and carry out their duties in accordance with applicable recognized professional standards.
- 4.5. The CDG Sponsor represents that it is registered with the Commission as provided for in the Uniform Business Practices for DER Suppliers in the LIPA Service Territory ("UBP-DERS-LIPA") and will abide by all applicable requirements in the UBP-DERS as it may be amended from time to time by the Authority.

## **5. CDG Sponsor Rights and Responsibilities**

- 5.1. The CDG Sponsor will enroll the CDG Project and CDG Satellites in the Net Crediting Program pursuant to the Net Crediting Manual. When enrolling a CDG Project in the Net Crediting Program, CDG Sponsor shall designate one CDG Savings Rate which will be applicable to all CDG Satellites for the CDG Project, with the exception of the Excluded Anchor Customer.
- 5.2. The CDG Sponsor shall provide the Authority with all information required in the Net Crediting Manual. The CDG Sponsor shall respond promptly (within no more than two (2) business days) to the Authority's requests for Net Crediting Program related data.
- 5.3. The CDG Sponsor shall handle customer inquiries and complaints from CDG Satellites related to the CDG Project and such calls will not be handled by the Authority. The Authority will remain responsible for resolving Authority billing-related customer inquiries and complaints.
- 5.4. The CDG Sponsor shall cooperate with and provide the Authority with necessary documentation relating to any transactions resulting hereunder.
- 5.5. The CDG Sponsor shall provide timely and accurate information to the Authority regarding participating CDG Satellites and any other information necessary for the Authority to perform hereunder.
- 5.6. The CDG Sponsor agrees that services rendered by the Authority shall not relieve the

CDG Sponsor from any obligation to maintain records or otherwise comply with applicable laws. The CDG Sponsor agrees that it will maintain backup data and files for all information provided to the Authority as protection against loss of such information.

- 5.7. In the event that the CDG Sponsor receives a CDG Satellite subscription payment directly from the CDG Satellite, in error, the CDG Sponsor shall return such payment to the CDG Satellite.
- 5.8. The CDG Sponsor is responsible for notifying the Authority of any changes to CDG Satellite allocations in accordance with the procedures of the CDG Net Crediting Manual.

## **6. Authority Rights and Responsibilities**

- 6.1. The Authority shall remit the CDG Sponsor Payment to the CDG Sponsor in accordance with the procedures established in the Net Crediting Manual. The CDG Sponsor Payment shall be remitted to CDG Sponsor via Automated Clearing House (ACH), check, or other payment form provided for in the Net Crediting Manual. Such remittance shall be performed at least monthly and shall be completed in a commercially reasonable time frame, and in any event, no later than seventy (70) days after the Authority has applied the CDG Subscription Fee to a CDG Satellite's electric utility bill or such other time periods consistent with the Net Crediting Manual procedures and Tariff.
- 6.2. The Authority shall provide Net Member Credits on CDG Satellite electric utility bills, allocated pursuant to the CDG Sponsor's directive, consistent with the Net Crediting Subscription Contract with each CDG Satellite.
- 6.3. In no event shall the aggregate value of applied net credits, CDG Subscription Fee and Authority Administrative Fee for a given billing cycle exceed the sum of value stack credits and available banked credits for that cycle.
- 6.4. In the event the Authority is required to cancel and rebill from the CDG Sponsor or CDG Satellites, the CDG Sponsor Payment will reflect the effect of those adjustments. If the CDG Project unenrolls from net crediting and the resultant CDG Subscription Fees differ from the amount originally paid to the CDG Sponsor, the Authority will invoice/refund the CDG Sponsor for the difference.
- 6.5. The Authority will provide information to the CDG Sponsor utilizing the format, methods, and timeframes defined in the Net Crediting Manual.
- 6.6. If the CDG Sponsor identifies an Excluded Anchor Customer in the manner set out in the

Net Crediting Manual, the Authority will not apply the CDG Savings Rate to the calculation of the Excluded Anchor Customer's Net Member Credit, and will provide the Excluded Anchor Customer with 100 percent of its allocation of the Value Stack Credits in accordance with the Net Crediting Manual procedures and Tariff.

- 6.7. The Authority shall be responsible for resolving Authority billing-related customer inquiries and complaints. In the case of customer inquiries to the Authority related to the CDG Sponsor, the Authority will promptly provide customers the CDG Sponsor's contact information.
- 6.8. For CDG Satellites subscribed to budget billing plans, the Authority is responsible for ensuring their Net Member Credits are subtracted from the current amount due rather than the underlying balance, as set forth in the Net Crediting Manual.
- 6.9. The Authority is responsible for updating and implementing CDG Satellite allocation lists as directed by the CDG Sponsor, in accordance with the Net Crediting Program.
- 6.10. The Authority shall provide Net Member Credits to the CDG Satellites within two (2) months after the CDG Sponsor's billing cycle except in the case bi-monthly billed accounts in which case the appropriate time period would be (3) months.
7. **Authority Compensation.** To compensate the Authority for the provision of the Net Crediting Program, the Authority will retain the Authority Administrative Fee, deducted from the CDG Sponsor Payment, as described in the Net Crediting Tariff. The Authority may not retain any Authority Administrative Fee in connection with the Excluded Anchor Customer.
8. **Taxes.** The Authority is not responsible for assessing or collecting any taxes on payments made to the CDG Sponsor. Nothing in this Agreement shall be construed as imposing upon the Authority the obligation of remitting to any federal, state, or local taxing authority those taxes that are the collection and remittance responsibility of the CDG Sponsor.
9. **Audit.** Upon reasonable notice to The CDG Sponsor, The CDG Sponsor shall permit Authority, its auditors, designated audit representatives, and regulators to audit and inspect, at Authority's sole expense (except as otherwise provided in this Agreement), and no more often than once per year (unless otherwise required by Authority's regulators): (a) the facilities of The CDG Sponsor where Confidential Utility Information is Processed by, or on behalf of, The CDG Sponsor; (b) any computerized or paper systems used to Process Utility Confidential Information; and (c) The CDG Sponsor's security practices and procedures, facilities, resources, plans, procedures and books and records relating to the privacy and security of Confidential Utility Information. Such audit and inspection rights shall be, at a minimum, for the purpose

of verifying the CDG Sponsor's compliance with this Agreement, including all applicable Data Protection Requirements. Notwithstanding anything herein, in the event of a Data Security Incident the CDG Sponsor shall permit an audit hereunder more frequently than once per year, as may be requested by Authority. The CDG Sponsor shall immediately correct any deficiencies identified by Authority.

## **10. Confidential Information**

- 10.1.** Except as otherwise provided herein, the Parties agree not to disclose to any third party and to keep confidential, and to cause their affiliates, officers, directors, members, employees and Representatives not to disclose to any third party and to keep confidential, any and all customer information obtained by either Party from the other relating to this Agreement (including, but not limited to, all business-sensitive and competitive information disclosed by either Party to the other Party, including billing information, issues, or data associated with any customer, including, without limitation, account number, rate code, customer name and address, and electricity usage). Information described in this paragraph 10.1 and described in paragraph 10.2 of this Section 10 is collectively referred to as "Confidential Information." Each Party will require its affiliates, officers, directors, members, employees, and Representatives to comply with this Agreement and any other agreement regarding the exchange of Confidential Information, including, without limitation, the terms and conditions of an applicable Interconnection Agreement.
- 10.2.** In addition, each Party acknowledges that all information furnished and identified by the other Party as being confidential or proprietary information, trade secret, confidential commercial information, critical infrastructure, or other information that is confidential pursuant to state, federal or local law, regulation or rule, is and shall remain the sole and exclusive property of such other Party.
- 10.3.** Information and data provided to the Authority by the CDG Sponsor under this Agreement shall be used by the Authority for the purposes of billing, receiving, depositing, posting, processing and remittance of CDG Satellite Authority bill credits or for determining the amounts due the CDG Sponsor. Confidential Information may be disclosed by the receiving Party to its employees, agents, consultants and Representatives on a need-to-know basis only.
- 10.4.** The receiving Party is required to destroy Confidential Information within six (6) years from the date received or the date when the information is no longer required for the operation of the Net Crediting Program, whichever occurs last, and thereafter, to destroy such Confidential Information or, at the request of the disclosing Party, return

such Confidential Information. Within ten (10) days after Authority's written demand, the CDG Sponsor shall cease to Process Confidential Utility Information and shall at the Authority's option: (a) return such Confidential Utility Information to Authority in such manner, format and timeframe as reasonably requested by Authority or, if not so directed by Authority, (b) Destroy all copies of all Confidential Utility Information (including any and all extracts, compilations, studies or other documents based upon, derived from or containing Confidential Utility Information) that has come into the CDG Sponsor's possession, including destroying Confidential Utility Information from all systems, records, archives and backups of the CDG Sponsor and all subsequent use and Processing of the Confidential Utility Information by the CDG Sponsor shall cease. Notwithstanding the foregoing, the CDG Sponsor shall not be obligated to erase Confidential Utility Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that the CDG Sponsor shall (i) not have experienced a Data Security Incident, (ii) not permit access to or recovery of Confidential Utility Information from such computer backup system and (iii) keep all such Confidential Utility Information confidential in accordance with this Agreement. The CDG Sponsor shall, upon request, certify to Authority that the destruction by the CDG Sponsor required by this Section has occurred by (a) having a duly authorized officer of the CDG Sponsor complete, execute and deliver to Authority a certification and (b) obtaining substantially similar certifications from its Representatives and maintaining them on file. Compliance with this Section shall not relieve the CDG Sponsor from compliance with the other provisions of this Agreement. The obligations under this Section shall survive any expiration or termination of this Agreement.

- 10.5.** The confidentiality obligations of this Article do not apply to information which: (i) is already known to the Party free of any restriction at the time it is obtained from the other Party; (ii) is subsequently learned by one Party from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either Party; (iv) is independently developed by one Party without reference to any Confidential Information of the other; (v) is disclosed by one Party to a third party, with the express written permission of the other Party; (vi) is disclosed to the extent required by applicable laws and regulations or by any subpoena or similar legal process (where the disclosing Party must seek confidential treatment from the appropriate court of law or regulator of competent jurisdiction and must inform the non-disclosing Party as soon as practicable to allow the non-disclosing Party to intervene and seek protection of the Confidential Information); or (vii) is disclosed pursuant to the lawful requirement or formal request of a governmental agency or a party in any regulatory proceeding, provided that if one

Party is requested or, in the written opinion of its counsel, legally compelled by a governmental agency or a party in any regulatory proceeding to disclose any Confidential Information of the other Party, such party, to the extent permitted by law, agrees to provide the other Party with prompt written notice of such request so that the other Party has the opportunity to pursue its legal and equitable remedies regarding such potential disclosure. The receiving Party further agrees that if the disclosing Party is not successful in precluding the requesting legal or governmental body from requiring disclosure of the Confidential information, the receiving Party will furnish only that portion of the Confidential Information which, in the written opinion of its counsel, it is legally required to disclose, and will exercise all reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.

**10.6.** Each Party acknowledges and agrees that its breach or threatened breach of this Article may cause the other Party irreparable harm which may not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach by either Party, such Party agrees to the granting of equitable relief, including temporary restraining orders or preliminary or permanent injunctions, in addition to any legal remedies to which the other Party may be entitled, without proof of actual damages.

**10.7.** The provisions of this Article shall survive the expiration or termination of this Agreement.

**10.8. Data Security Incidents.** The CDG Sponsor is responsible for any and all Data Security Incidents involving Confidential Utility Information that is Processed by, or on behalf of, CDG Sponsor. The CDG Sponsor shall notify Authority in writing and by email immediately (and in any event within twenty-four (24) hours) whenever the CDG Sponsor reasonably believes that there has been a Data Security Incident. The email notification required under this Section shall be sent to [ITSecurity@pseg.com](mailto:ITSecurity@pseg.com) and shall include on the subject line the words "Security Incident." After providing such notice, the CDG Sponsor will immediately investigate the Data Security Incident, including performing a root cause analysis of the Data Security Incident. The CDG Sponsor shall provide Authority with a copy of its root cause analysis. The CDG Sponsor shall immediately take all necessary steps to eliminate or contain any exposure of Confidential Utility Information the CDG Sponsor shall keep Authority advised of the status of such Data Security Incident and all matters related thereto. The CDG Sponsor shall identify an employee of the CDG Sponsor to function as

Authority's point of contact who shall provide regular updates to Authority. The CDG Sponsor shall provide such employee's contact information, including email address and cell phone number and shall not substitute any other person as Authority's point of contact unless requested by Authority or agreed to in writing by Authority. The CDG Sponsor further agrees to provide, at CDG Sponsor's sole cost, all assistance and cooperation requested by Authority and/or Authority's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident and/or the mitigation of any damage. The CDG Sponsor shall be responsible for all of Authority's internal and external costs associated with investigating, addressing and responding to a Data Security Incident, including but not limited to: (i) preparation and mailing or other transmission of notifications or other communications to customers, employees or others as Authority deems appropriate; (ii) establishment of a call center or other communications procedures in response to such Data Security Incident (*e.g.*, customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting and accounting fees and expenses associated with Authority's investigation of and response to such event; and (v) costs for credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances as determined by Authority in its sole discretion.

Unless required by law, the CDG Sponsor shall not notify any individual or any third party, including but not limited to regulators, other than law enforcement of any potential Data Security Incident involving Confidential Utility Information without first consulting with, and obtaining the permission of, Authority and shall make no public statement regarding the Data Security Incident without the prior written approval of the Authority. The CDG Sponsor shall fully cooperate with Authority in making any disclosures that Authority deems appropriate, including but not limited to, disclosures to regulators, disclosers to customers and statements to the media. In addition, within 20 days of identifying or being informed of a Data Security Incident, the CDG Sponsor shall develop and execute a mitigation plan, subject to Authority's approval, that reduces the likelihood of a recurrence of such Data Security Incident. CDG Sponsor shall provide Authority with weekly written updates on the progress of its execution of such mitigation plan. The CDG Sponsor shall also provide Authority with summary documentation no later than twenty-four (24) hours after discovery of an uncorrected or unmitigated security vulnerability in systems or data owned by the CDG Sponsor or any third party that are used in

connection with the Confidential Utility Information, whether such vulnerabilities are publicly disclosed or otherwise. The summary documentation shall include a description of each vulnerability and its potential impact, root cause, and recommended compensating security controls, mitigations, and/or procedural workarounds. The CDG Sponsor shall also provide, at Authority's request, the status of the CDG Sponsor's efforts to mitigate or correct each vulnerability. The CDG Sponsor shall provide summary documentation to Authority within twenty-four (24) hours after it receives any threat on the integrity, security or accessibility of systems or data owned by the CDG Sponsor or any third party that are used in connection with the Confidential Utility Information. The summary documentation shall include a description of the threat, its potential impact, and recommended compensating security controls, mitigations, and/or procedural workarounds. The CDG Sponsor shall also provide, at the Authority's request, the status of CDG Sponsor's efforts to mitigate or eliminate the threat. The CDG Sponsor agrees that Authority may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Agreement if a Data Security Incident occurs.

**10.9. Information Security Program.** In addition to the CDG Sponsor's other obligations with respect to Confidential Utility Information pursuant to this Agreement, the CDG Sponsor shall:

- a. Establish and maintain policies and practices to identify indications of possible identity theft risks or other harm to the customers, employees, or shareholders of Authority, Agent, or any of their respective affiliates and related companies that may arise in the performance of this Agreement. The CDG Sponsor shall take steps to mitigate and prevent identity theft or other harms, including, but not limited to, physically and electronically storing only that information it receives regarding Authority's business and customers that is necessary for the CDG Sponsor to perform under this Agreement;
- b. Comply with all applicable Laws and industry standards relating in any way to the privacy, confidentiality, or security of Confidential Utility Information, including, but not limited to: the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing the FCRA and FACTA; Health Insurance

Portability and Accountability Act of 1996 (“HIPAA”) (codified as amended in scattered sections of 29 U.S.C. and 42 U.S.C.), and all regulations implementing HIPAA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM”); information security breach notification laws; laws imposing minimum information security requirements; laws requiring the secure disposal of records containing certain protected information (such as and N.Y. Gen. Bus. Law § 399-H); the regulatory requirements of the North American Electric Reliability Corporation (“NERC”), including the NERC Critical Infrastructure Protection standards and other reliability standards that are subject to enforcement; the Payment Card Industry Data Security Standard (“PCI DSS”); SSAE-18 and AICPA AT Section 101, or any successor standards; the International Organization for Standardization’s standards: ISO/IEC 27001:2013 – Information Security Management Systems – Requirements and ISO-IEC 27002:2013 – Code of Practice for Information Security Controls; and all other similar international, federal, state, provincial, local, and industry requirements (collectively, “Privacy Laws”);

- c. Ensure that all Confidential Utility Information is: (i) collected, stored, processed, generated, and maintained in a secure manner and in compliance with applicable law, regulatory requirements, prevailing industry practices and standards, and the CDG Sponsor’s privacy and security practices, policies, and procedures and (ii) collected, stored, processed, generated, and maintained solely in the United States;
  
- d. Develop, implement, maintain, and monitor a comprehensive, written information security program that complies with applicable laws (including Privacy Laws) and includes appropriate administrative, technical, and physical safeguards and other security measures adequate to: (i) ensure the security and confidentiality of Confidential Utility Information (ii) protect against any anticipated threats or hazards to the security and integrity of Confidential Utility Information; and (iii) protect against Data Security Incidents. With respect to cyber threats, CDG Sponsor’s program shall address the life-cycle of a cyber incident, including identification of, response to, and recovery from a cyber event. The CDG Sponsor shall conduct an exercise to annually test its cyber incident response program, such as a tabletop exercise. Subsequent to the exercise, the CDG Sponsor shall document and incorporate lessons learned into its program. The CDG Sponsor shall provide to Authority a

copy of its program and the results of its annual testing of that plan within thirty (30) days of the completion of the test. Such test results provided to Authority shall include, at a minimum, any lessons learned or vulnerabilities the test uncovered, and the CDG Sponsor's steps taken or to be taken to implement those lessons learned and address those vulnerabilities;

- e. Conduct an annual vulnerability assessment (including, but not limited to, a cybersecurity risk assessment) to (i) identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Confidential Utility Information, and (ii) evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks, and provide a summary of such assessment to Authority within thirty (30) Days of the completion of such assessment. Such summary shall contain, at a minimum, any vulnerabilities the assessment identified and the steps the CDG Sponsor has taken or will take to address those vulnerabilities. Notwithstanding the foregoing, the CDG Sponsor shall remediate any identified vulnerabilities within thirty (30) days of discovery;
- f. Review and, as appropriate, revise its information security program: (i) whenever there is a material change in the CDG Sponsor's business practices that may reasonably implicate the security or integrity of Confidential Utility Information; (ii) in accordance with prevailing industry practices and standards; (iii) in accordance with applicable laws; and (iv) as requested by Authority. If the CDG Sponsor modifies its information security program following such a review, the CDG Sponsor shall promptly notify Authority of such modifications and shall provide the details of such modifications to Authority in writing upon Authority's request. The CDG Sponsor shall not alter or modify its information security program in such a way that could weaken or compromise the confidentiality and security of Confidential Utility Information;
- g. Ensure that its information security program covers all networks, systems, servers, hardware, equipment, computers, notebooks, laptops, PDAs, mobile phones, and other devices that process or handle Confidential Utility Information. The CDG Sponsor shall ensure that its information security program includes industry standard password protections,

firewalls, and anti-virus and malware protections to protect Confidential Utility Information; and

- h. Encrypt, using industry standard or legally required encryption tools commensurate with the technology platform and response time constraints, all material, records, files, and systems containing Confidential Utility Information, including, but not limited to, Confidential Utility Information that the CDG Sponsor: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or storage media; and (iii) where technically feasible, stores on portable devices. The CDG Sponsor shall safeguard the security and confidentiality of all encryption keys associated with encrypted Confidential Utility Information.

## **11. Resolution of Disputes between Authority and CDG Sponsor**

**11.1.** Each Party agrees to attempt to resolve all disputes arising under this Agreement promptly, equitably, and in a good faith manner.

**11.2.** 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.

**11.3.** If the Parties are not successful in resolving their disputes, the Parties may then refer the dispute for resolution as follows:

The Authority or the CDG Sponsor may initiate complaint procedures by presenting a written description of the complaint or dispute and a proposed resolution to the other Party, sent in a manner that will verify its receipt. The other Party must, as soon as possible, but in no case more than ten (10) business days following receipt of the complaint or dispute, provide a written response to the other Party, with an alternative resolution proposal, or with the results of any informal resolution that may have been reached with the other Party prior to the response date.

If the initial exchange of written material or verbal discussions do not resolve the complaint or dispute, any Party may request a meeting to discuss the matter further. The other Party must agree to such a meeting to be held within ten (10) business days following the request. The Authority encourages, but does not require, the Parties to use alternative dispute resolution techniques.

If a resolution is not obtained within thirty (30) business days after the initial letter, any Party may request the Authority to resolve the complaint in accordance with the complaint procedures set forth in Section VI of the Tariff. The request must be in writing, and must include any written materials developed as a result of the above.

If CDG Sponsor or the Authority believes that special circumstances, such as an emergency involving public safety, system reliability or significant financial risk, exist that would require more expeditious resolution of a complaint than might be expected under the Authority's complaint procedures, it may submit its complaint to the Authority's President and Chief Executive Officer's designee in the first instance, with a copy provided to the other parties involved in the complaint. The party that is subject of such a complaint shall file any response within the time specified by the President and Chief Executive Officer's designee. The President and Chief Executive Officer's designee will act upon such a complaint by expeditiously rendering a decision on the complaint or advising the parties that the Authority's standard complaint procedures described above must be followed.

All correspondence or documents to be delivered from one party to another during the complaint process shall be sent in a manner that provides verification of receipt within the time periods specified in this complaint process.

**12. Resolution of Disputes between CDG Sponsor and CDG Satellite.** The CDG Sponsor will be responsible for resolution of all inquiries and complaints related to the CDG Project in accordance with its Net Crediting Subscription Contract with CDG Satellites. The Authority will refer to the CDG Sponsor all inquiries and complaints initiated by CDG Satellites arising from or relating to the CDG Project or the Net Crediting Subscription Contract.

### **13. Indemnification**

**13.1.** The CDG Sponsor shall indemnify, defend, and hold the Authority and its affiliates and their respective officers, directors, trustees, employees, agents, successors, Representatives and assigns harmless from and against any and all loss, liability, damage or expense (including reasonable attorneys' fees), statutory or administrative fines or penalties or claims for injury or damages arising out of the performance of this Agreement or breach thereof by CDG Sponsor, including any claims, demands, causes of action, litigation, suits, proceedings, hearings or investigations (collectively "Claims") by a third party for payments based upon any agreement or understanding alleged to have been made by the third party, directly or indirectly, with CDG Sponsor in connection with any of the transactions

contemplated by this Agreement, except to the extent caused by the gross negligence or willful misconduct the Authority.

**13.2.** The obligations of this Article 12 will survive the expiration, suspension or termination of this Agreement or the Net Crediting Program.

#### **14. Force Majeure**

**14.1.** Neither Party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other Party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any failure to perform if such failure is caused by factors beyond the Party's reasonable control that by exercise of reasonable diligence the Party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, or public authority ("Force Majeure").

**14.2.** If any Force Majeure occurs, the Party delayed or unable to perform shall give immediate written notice to the other Party. During the pendency of the Force Majeure, the duties of the Party affected by the Force Majeure conditions shall be abated and shall resume without liability thereafter, provided that an obligation to make payments under this Agreement shall not be excused by the occurrence of an event of Force Majeure.

**15. Security Interest.** The CDG Sponsor shall, without further consideration and at the CDG Sponsor's expense, use all commercially reasonable efforts to take or cause to be taken, any action, including the execution and delivery of instruments and documents, reasonably requested by the Authority to establish a first priority perfected security interest in favor of the Authority in the amounts included in Value Stack Credits related to the CDG Sponsor's provision of subscription services to CDG Satellites from the CDG Project. The failure by the CDG Sponsor to fulfill any obligation of the CDG Sponsor pursuant to this paragraph shall specifically be deemed a breach of a material term or condition of this Agreement. Nothing in this Section 15 will be deemed to provide Authority with any rights to the CDG Sponsor Payment to the CDG Sponsor. If an entity providing material financing to a CDG Sponsor requires the Authority to take a subordinate security interest before it will provide financing to the CDG Sponsor, the CDG Sponsor may request the Authority to take a subordinate interest. The Authority's agreement to take a subordinate security interest to the financier will not be unreasonably withheld, delayed, or conditioned. No subordination agreement by the Authority will be effective unless it is in writing and signed by both Parties.

## 16. Miscellaneous

- 16.1. Entire Agreement.** This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties and supersedes all other agreements, communications, and representations. Paragraph headings are for convenience only and are not to be construed as part of this Agreement.
- 16.2. Amendment.** Unless otherwise provided herein, no modification of, or supplement to, the terms and provision stated in this Agreement shall be or become effective without the written consent of both Parties. If the Net Crediting Program is suspended by statute or resolution of the LIPA Board of Trustees, this Agreement will be modified in accordance with such statute or resolution.
- 16.3. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.
- 16.4. Severability.** In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.
- 16.5. Change in Law.** To the extent that new mandatory regulatory, legislative or accounting changes, tax law changes, other regulatory policy changes, or other events materially affect the ability of either Party to comply with the provisions of this Agreement, including but not limited to material financial consequence, managerial, mechanical or technical compliance, the Parties agree to meet and use best efforts to renegotiate the terms and conditions of this Agreement to restore the position of the detrimentally affected Party to a financially neutral position or to be able to meet the managerial, mechanical and technical requirements of compliance. Methods that the Parties may consider to restore the detrimentally affected Party's ability to comply with this Agreement shall include, but not be limited to cost recovery through rates, payment for service by the unaffected Party, technical assistance, or other assistance as may be agreed upon. Renegotiated terms and conditions shall be effective when reduced to writing and signed by both Parties. If the Parties are unable to renegotiate acceptable changes, they may avail themselves of the dispute resolution mechanism set forth in Section 11 of this Agreement, and the existing terms and conditions of this Agreement shall continue to be effective through the conclusion of such dispute resolution mechanism.

**16.6. Waiver.** No waiver by any Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other present or future default, whether of a like or different character. No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

**16.7. Assignment.**

16.7.1. Neither Party may assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned, provided however that the CDG Sponsor has a right to assign (and/or collaterally assign, in connection with a financing transaction) its right to payments to be made by the Authority hereunder. The CDG Sponsor shall provide the Authority with a copy of the document in which the assignment is made or so much of the document as may be necessary to make clear the identity of the parties thereto and the terms of the assignment. The CDG Sponsor hereby waives any claim against the Authority for making payments pursuant to the assignment.

16.7.2. An assignment, transfer or other disposition of the Authority's rights and obligations under this Agreement resulting from or associated with (i) any restructuring of the assets of the Authority or (ii) any acquisition, consolidation, merger or other form of combination of the Authority by, into, or with any person or entity shall not be subject to the prior notice and consent requirements of this sub-article.

16.7.3. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. Any assignment, transfer or other disposition of this Agreement, or any rights, duties or obligations hereunder by either Party, except as specifically permitted herein, is in violation of this sub-article and void.

**16.8. Subcontracting.** Each Party may subcontract all or any portion of the performance to be rendered hereunder without the express approval of the other as to the tasks to be subcontracted and the subcontractor, provided, however that each Party shall be fully responsible for the acts and omissions of its subcontractors and their agents as it is for its own acts and omissions.

**16.9. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. Nothing contained herein shall be deemed to confer any rights or grant any remedies or give any benefit to any third party; provided, however, that Agent is a

third-party beneficiary under this Agreement and shall have all rights of a Party hereunder with respect to Force Majeure, confidentiality of information and data, and as an Indemnified Party under the indemnification provisions.

**16.10. Relationship of the Parties.** This Agreement is not intended, and shall not be construed to create any association, joint venture, agency relationship or partnership between the Parties of to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of or otherwise bind the other Party.

**16.11. Governing Law.** This Agreement is governed by the laws of the State of New York without regard to the doctrines governing choice of law. All disputes arising hereunder shall be brought either before the state court in Nassau County, New York, or a federal court located in the State of New York.

**16.12. Construction.** In the event of any conflict between the provisions of this Agreement and the provisions of the Tariff, the applicable provisions of the Tariff shall apply.

**16.13. Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be in writing and shall be delivered to the recipient Party at the address set forth in Exhibit A, by hand or sent by (a) certified mail, return receipt requested, first class postage prepaid, or (b) nationally recognized courier service. Notices given hereunder shall be deemed to have been given upon receipt or refusal to receive. The address to which such notices shall be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this sub-article.

**16.14. Other Remedies.** Nothing contained herein shall be construed as a limitation on the right of either Party to pursue any remedy it may have at law or in equity.

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

CDG SPONSOR\_

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

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

All notices and information addressed to the Authority shall be addressed as follows:

---

All notices and information addressed to the CDG Sponsor shall be addressed as follows:

---

**APPENDIX E**  
**CDG HOST PAYMENT AUTHORIZATION**

A copy of PSEG Long Island's Vender Registration Form is attached here :

A completed copy of the form, with voided check or bank letter and W-9 form, should be emailed to [CommunityDistributedGeneration@pseg.com](mailto:CommunityDistributedGeneration@pseg.com) with reference to the CDG Host's Utility Account Number or project ID.

<b><i>PSEG - Non-PO Vendor Registration Form Rev. 2.2</i></b>			
<b>Business Reason*</b>	<input style="width: 100%;" type="text"/>		
<b><i>Remit to / Payment Information ( PI - 0004 )</i></b>			
<b>Company Name*</b> as written on your W9:	<input style="width: 100%;" type="text"/>		
<b>Payment Address*:</b>	<input style="width: 100%;" type="text"/>	<b>Phone No*:</b>	<input style="width: 100%;" type="text"/>
<b>City*:</b>	<input style="width: 100%;" type="text"/>	<b>Fax No:</b>	<input style="width: 100%;" type="text"/>
<b>State Abreviation*:</b>	<input style="width: 100%;" type="text"/>	<b>Company Website:</b>	<input style="width: 100%;" type="text"/>
<b>ZIP Code*:</b>	<input style="width: 100%;" type="text"/>	<i>* Phone and fax numbers must contain 10 digits with no characters or spaces.</i>	
<b>Company Primary Contact*:</b>	<input style="width: 100%;" type="text"/>		
<b>Primary Contact E-Mail*:</b>	<input style="width: 100%;" type="text"/>	<b>Federal Tax Classification*</b>	<input style="width: 100%;" type="text"/>
<hr/>			
<b>Fed Tax ID*: TIN # (XX-XXXXXXX)</b>	<input style="width: 100%;" type="text"/>	or	<b>SS # (XXX-XX-XXXX)</b> <input style="width: 100%;" type="text"/>
****PLEASE NOTE****	A <a href="#">Completed &amp; Signed W-9 form from the vendor</a> is required with all new requests		
<hr/>			
The below section is to be filled out by the PSEG requester.			
<b>Company Code to Charge:</b>	<input style="width: 100%;" type="text"/>		
<b>Estimated Annual Spend:</b>	<input style="width: 100%;" type="text"/>		
<b>Payment Terms:</b>	<input style="width: 100%;" type="text" value="PS01"/>	<i>Default: For NonPO vendors is PS01 (Pay Immediately)</i>	
<hr/>			
<b>For Vendor Changes, or for Vendor Requalification of blocked vendors:</b>			
<i>Enter existing SAP vendor number(s) here:</i> <input style="width: 100%;" type="text"/>			