

PSC NO: 119 ELECTRICITY
NEW YORK STATE ELECTRIC & GAS CORPORATION
Initial Effective Date: 09/01/03

Leaf: 144
Revision: 0
Superseding Revision:

GENERAL INFORMATION

9. Distributed Generation Interconnection Requirements (Cont'd)

- F. V. New York State Standardized Contract For Interconnection of New Distributed Generation Units With Capacity of 300 kVA or Less, or Farm Waste Generators of 400 kW or Less, to be Operated in Parallel (Cont'd.)

VI. DISPUTE RESOLUTION

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

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) working days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this agreement.

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

VII. INSURANCE

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

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

- ☐ the Customer has obtained, or already has in effect under an existing policy, general liability insurance coverage for operation of the Unit and intends to maintain such coverage for the duration of this Agreement (attach Certificate of Insurance or copy of Policy); or
- ☐ the Customer has not obtained general liability insurance coverage for operation of the Unit and/or is self-insured.

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

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