

**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**RIDER U**

Applicable to Service Classification Nos. 1, 2, 7, 8, 9, 12, 13 and 14-RA  
(Subject to the provisions thereof)

**U – DISTRIBUTION LOAD RELIEF PROGRAM**

**(A) Applicability**

To any Customer taking service under Service Classification (“SC”) No. 1, 2, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent service classification of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA, independent of whether billing is issued under that SC; to any customer of the New York Power Authority (“NYPA”), the New York City Public Utility Service (“NYCPUS”), or the County of Westchester Public Utility Service Agency (“COWPUSA”); and to any Aggregator that meets the requirements of this Rider.

**(B) Contracting for Distribution Load Relief Service**

There are two programs under this Rider under which a Customer or Aggregator may contract to provide Load Reduction and/or Load Delivery during Load Relief Periods designated by the Company: the Voluntary Load Relief Program and the Summer Reservation Payments Program. The amount of Load Relief by a Customer must be at least 50 kW of Load Reduction or at least 50 kW of Load Delivery. The amount of Load Relief by an Aggregator must be at least 100 kW of Load Reduction or at least 100 kW of Load Delivery.

If other requirements for service under this Rider are met, Electric Generating Equipment (as defined hereunder) may be operated under this Rider, provided the Customer or Aggregator has provided the Company with generator information, including the unit’s serial number, nameplate rating, manufacturer, and date of manufacture, and the Company has approved the interconnection of such equipment. The participating Customer or Aggregator is responsible for determining that the operation of generating equipment under this Rider will be in conformance with any governmental limitations on operation.

**(C) Definitions**

The following terms are defined for purposes of this Rider only:

"Aggregator" means a party other than the Company that aggregates the load of Customers who collectively have a load reduction potential of 100 kW or greater and is responsible for the actions of the Customers it represents, including performance and, as applicable, repayments to the Company.

“Capability Period” refers either to the Summer Capability Period (May 1 through October 31) or the Winter Capability Period (November 1 through April 30).

“CBL” means the customer baseline load as calculated under the NYISO Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the “weather adjusted CBL”) or the average-day CBL.

(General Information - Continued on Leaf No. 158-Q-1)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(C) Definitions - Continued**

“CBL Verification Methodology” means the methodology used by the Company under the Voluntary Load Relief Program to verify the actual Load Relief provided (kWh) during each hour of each designated Load Relief Period. It is also the methodology used by the Company under the Summer Reservation Payments Program to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period and during a one-hour Test Event. Actual load levels are compared to the customer baseline loads to verify whether the Customer or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the calculated weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of a Load Relief Period or Test Event), the Company may review and revise a participant's baseline based on the Customer's historical load data.

“Electric Generating Equipment” refers to: (a) electric generating equipment that is served under Service Classification No. 14-RA of the Retail Access Rate Schedule or Rider R and used to provide Load Reduction or Load Delivery under this Rider; (b) emergency electric generating equipment that is interconnected and operated in compliance with General Rule III-13(E) and used to provide Load Reduction under this Rider; or (c) electric generating equipment that is interconnected and operated in compliance with General Rule III-13(F) and used to provide Load Delivery under this Rider.

An “Emergency Event” is a Load Relief Period lasting five or more hours for which the Company provides two or more hours' advance notice.

An “Immediate Event” is a Load Relief Period lasting seven or more hours for which the Company provides less than two hours' advance notice.

“Load Delivery” means power (kW) and energy (kWh) produced by use of Electric Generating Equipment and delivered to the Company's distribution system during a Load Relief Period.

“Load Reduction” means power (kW) and energy (kWh) ordinarily supplied by the Company that is displaced by use of electric generating equipment and/or reduced by the Customer or Aggregator during a Load Relief Period.

“Load Relief” refers to limiting demand on the Company's system through Load Reduction or delivering power and energy to the Company's system through Load Delivery, as specified in the Customer or Aggregator's contract with the Company and for the time period directed by the Company.

“Load Relief Period” refers to the hours for which the Company requests Load Relief during an Emergency Event or an Immediate Event.

“Test Event” refers to the Company's request under the Summer Reservation Payments Program, pursuant to Section (J)(9), to provide one hour of Load Relief on not less than two hours' advance notice.

(General Information - Continued on Leaf No. 158-R)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM - Continued**

**(D) Load Relief Period Criteria and Notice**

- (1) Criteria for Designating a Load Relief Period: If the next contingency would result in a Condition Yellow, or if a voltage reduction of five percent or greater has been ordered, the Company may designate such period as a Load Relief Period. The Company may designate specific networks, feeders or geographical areas in which Load Relief will be requested. A Condition Yellow exists when the next contingency (excluding breaker failure) either will result in an outage to more than 15,000 customers or will result in some equipment being loaded above emergency ratings.
- (2) Notice of a Load Relief Period: The Company will notify Customers or Aggregators by phone or email, or both, in advance of the commencement of a Load Relief Period or Test Event. The Customer or Aggregator shall designate in writing an authorized representative and an alternate representative to receive the notice. If an Aggregator is served under this Rider, only the Aggregator will be notified of the Load Relief Period or Test Event. The Aggregator is responsible for notifying all of the customers within its respective aggregation group.

**(E) Metering**

- (1) Participation under this Rider requires that each participant's entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this Rider, all customers of the Aggregator must meet the metering and telecommunications requirements specified herein. Where the Customer contracts to provide Load Delivery, such delivery must be separately metered.
- (2) If, at the time of application for service under this Rider, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant's expense, net of any discount or rebate received by the participant. If metering that communicates by landline is requested, the Company will issue an invoice within three days of its receipt of the completed meter request. If metering that communicates wirelessly is requested, the Company will charge \$200.00 to visit the premises to determine whether or not this is viable. Within five business days of receiving payment, the Company will visit the premises to determine wireless viability and issue an invoice that: (a) if wireless communications are viable, contains the cost of the meter upgrade, the name of the wireless carrier that must be used by the participant, and the Electronic Serial Number ("ESN") that the participant must provide to the carrier to activate the Company's wireless modem, or (b) if wireless communications are not viable, contains the cost of a meter upgrade that requires use of a landline. The Company will not be required to meet the five business-day timeframe if there are reasons outside of the Company's control, such as a major storm or denial of access to the meter.
- (3) For participation under the Voluntary Load Relief Program, the metering equipment and telecommunications service must be installed and made operational prior to the Company's acceptance of a completed application. For participation under the Summer Reservation Payments Program, the metering equipment and telecommunications service may be installed and made operational following the Company's acceptance of a completed application. Participation under the Summer Reservation Payments Program will commence the first day of the first month within the Summer Capability Period that occurs at least 30 days after both the interval metering and telecommunications service become operational, but no later than July 1 of the current Summer Capability Period.

(General Information - Continued on Leaf No. 158-R-1)

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Issued by Robert N. Hoglund, Senior Vice President and Chief Financial Officer, 4 Irving Place, NY, NY 10003

**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(E) Metering - Continued**

- (4) The Company will provide the status of the meter installation to applicants for the Summer Reservation Payments Program: (i) within three weeks of the date that payment is received if the meter has landline telecommunications capability and (ii) within three weeks of the later of the Company's receipt of payment for an upgrade to interval metering with wireless communications capability and receipt from the participant of the active Internet Protocol ("IP") address that the wireless carrier has assigned to the modem's ESN. The Company will install the requested metering within that time frame, provided that the application for participation in the program is otherwise approved. If the Company misses the installation time frame, it will make a "lost" Reservation Payment equal to the pledged kW and associated Summer Reservation Payment per month starting with the first month in which the first day is later than three weeks after the Company received payment and ending with the month in which the installation is completed; provided, however, that the Company will not be required to make a lost Reservations Payment if it missed the installation time frame due to reasons outside of its control, such as a landline not installed by the telephone company, or if, at the Company's request, the Commission grants the Company an exemption due to a major outage or storm.

**(F) Interconnection and Delivery for Load Delivery Customers**

The Company reserves the right to exclude a generator from connecting to the Company's distribution system when the Company deems it necessary to protect its system, facilities, or other Customers. In addition, the Company may prohibit a Customer from delivering power and energy to the Company's distribution system, or limit the amount of power and energy delivered, for operational reasons.

Except for those served under Rider R, a Customer who contracts, or a customer of an Aggregator who contracts, to provide Load Delivery must comply with the following provisions of Service Classification No. 11 of this Rate Schedule: (1) all Common Provisions, including the Interconnection Charge and Determination of Demand, including establishment of a contract demand and installation of appropriate metering to measure the energy delivered to the Company's system, and (2) Special Provision C or D, as applicable. Further, such Customer is required to pay charges as would be required of Customers taking service under Service Classification No. 11. The Customer will pay any costs associated with reinforcing the distribution system and/or adding facilities as may be required for Load Delivery.

**(G) Data Review**

The Company reserves the right to review records and/or operations of any Customer, Aggregator, customer of an Aggregator, or MDSP to verify enrollment information and performance associated with a designated Load Relief Period or one-hour Test Event called by the Company. Once the Company initiates a data review, all payments will be suspended pending the outcome of the review. The Company will complete its review within 30 days of receipt of all requested data. Any suspended payments will be reinstated if the Company's review of the data results in a finding that the enrollment and performance information are correct.

(General Information - Continued on Leaf No. 158-R-2)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(G) Data Review - Continued**

If the Company determines that a Customer, Aggregator, customer of an Aggregator, or MDSP failed to cooperate fully and promptly with the review and/or did not fully comply with the provisions of this Rider and/or provided inaccurate data, the Customer or the customer of the Aggregator will be deemed ineligible to participate in the program until the issue is rectified. In addition, the Customer or Aggregator will be required to make prompt repayment to the Company of any payments that were made to such Customer or Aggregator, on behalf of its customer, for the Capability Period that was reviewed as well as the current Capability Period, if different.

**(H) Aggregation**

- (1) All customers of an Aggregator must meet the metering and telecommunications requirements of this Rider.
- (2) An Aggregator is responsible for the compliance of all customers in its aggregation group and will be liable for performance, including, as applicable, repayments to the Company.
- (3) When the Company designates a Load Relief Period or calls a Test Event in a Network, only the Aggregator will be notified. The Aggregator is responsible for notifying all of the customers within the aggregation group.

**(I) Voluntary Load Relief Program**

- (1) Applications and Term of Service

Applications for the Voluntary Load Relief Program must be submitted electronically. The form of application is available on the Company's website. Participation under the Voluntary Load Relief Program will be available after the Company's receipt and approval of a completed application. The application must state the amount of Load Relief that the Customer or Aggregator intends to provide and may specify a Verification Methodology for energy payments. Customers who take service under Rider R are not eligible to participate in this program. Applications will not be accepted under this program until required metering and communications service are operational.

A Customer or Aggregator may terminate service under this program at any time upon written notice to the Company.

(General Information - Continued on Leaf No. 158-R-3)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(I) Voluntary Load Relief Program - Continued**

(2) Verification Methodology

Customers and Aggregators will be assumed to have selected the weather adjusted CBL methodology as the Verification Methodology for each Con Edison account number enrolled in the Voluntary Load Relief Program, unless the application specifies that the average-day CBL is to be used for verification of performance. A Customer or Aggregator may not change its CBL methodology after the onset of the Capability Period.

(3) Energy Payments for Load Relief

The Company will make payment to a Customer or Aggregator under this Rider for energy reduced or delivered during a designated Load Relief Period, provided the Company can verify a Load Reduction or Load Delivery of at least 50 kW by a Customer or at least 100 kW by an Aggregator for at least five consecutive hours during the Load Relief Period. For such Customer or Aggregator, energy payments for Load Relief will be made as follows:

(a) The Company will make a payment of \$0.50 per kWh for each hour of Load Relief provided.

(b) The Company will make payment to a Customer or Aggregator, on a quarterly basis, for the sum of the payments due for all Load Relief Periods in a quarter. Aggregators and customers of NYPA, NYCPUS and COWPUSA will be paid by check or wire transfer. All others will receive payment by bill credit.

(4) Payment for Customers and Aggregators Participating in Other Programs

Energy payments will not be made under this Rider if the Customer or Aggregator (on behalf of its customer) receives payment for energy under Rider P, Rider T, Rider V, or Rider W or any other demand response program (e.g., NYISO's Day-ahead Demand Reduction Program, NYISO's Special Case Resources Program or NYPA's Peak Load Management Program) implemented by the Company or another entity during concurrent Load Relief hours. If the Customer bids into the NYISO market, either directly or through a third party (e.g., Con Edison or NYPA), and receives payment for energy during concurrent Load Relief hours, energy payments will be made under this Rider only for Load Relief in excess of the Customer's accepted bid, expressed in kWh. Payments will not be made for energy if service is taken under Rider R.

(General Information - Continued on Leaf No. 158-R-4)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(J) Summer Reservation Payments Program**

(1) Applicability

A Customer or Aggregator will receive Summer Reservation Payments if such Customer or Aggregator agrees in writing to provide Load Relief for no less than five consecutive hours during each designated Load Relief Period in a specific Tier 1 or Tier 2 Network, up to six designated Load Relief Periods, during the effective Summer Capability Period (“Mandatory Participation”). For purposes of this program, “Network” refers either to a distribution Network or a load area designated by the Company. Participation under the Summer Reservation Payments Program for Tier 1 and Tier 2 Networks, combined, is limited to 400 MW.

(2) Applications and Term of Service

Applications for the Summer Reservation Payments Program must be submitted electronically. The form of application is available on the Company’s website. The Company will not accept an application unless all required information is provided. Each application must state the kW of Load Relief that the Customer or Aggregator contracts to provide, whether Electric Generating Equipment and/or curtailment will be used to provide Load Relief, and whether the Load Relief will be supplied by Load Delivery or Load Reduction. The application may also specify a Verification Methodology.

Participation under the Summer Reservation Payments Program will commence the first day of the first calendar month during the Summer Capability Period that commences 30 days after the application is accepted and any required metering and telecommunications service (as specified in Section (E)) are installed and operational. Service will commence no later than July 1 of the current Summer Capability Period.

A Customer or Aggregator may apply in writing to change the CBL Verification Methodology, to reduce the kW of contracted Load Relief in a Network, or to terminate service under this Rider for the current Summer Capability Period provided the request is received no later than May 1. A Customer may apply in writing, no later than July 1, to increase its kW of contracted Load Relief, provided the most recent Performance Factor was not less than 1.0. An Aggregator may apply in writing, no later than July 1, to increase the kW of contracted Load Relief for its existing participant(s) in a Network, provided that the kW provided by the participant(s) during the most recent Load Relief Period or Test Event was no lower than the kW level that the Aggregator pledged for such participant(s).

(General Information - Continued on Leaf No. 158-R-5)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(J) Summer Reservation Payments Program - Continued**

(3) Verification Methodology

- (a) Customers and Aggregators will be assumed to have selected the weather adjusted CBL as the CBL Verification Methodology for each Con Edison account number enrolled in the Summer Reservation Payments Program unless the application specifies that the average-day CBL is to be used for verification of performance. A single CBL Verification Methodology will be used to assess both energy (kWh) and demand (kW) reductions.
- (b) Demand reductions of an Aggregator will be measured on a portfolio basis by Network by CBL Verification Methodology.
- (c) A Customer or Aggregator, for each of its customers, may not change its CBL Verification Methodology during a Summer Capability Period.

(4) Reservation Payments for Mandatory Participation

The following Summer Reservation Payments are applicable to Tier 1 and Tier 2 Networks. Tier 2 payments are applicable in Networks that the Company identifies to be of a higher priority than Tier 1 Networks.

- (a) \$3.00 per kW per month in Tier 1 Networks;
- (b) \$6.00 per kW per month in Tier 2 Networks.

Reservation Payments per month are equal to the kW of contracted Load Relief multiplied by the applicable Summer Reservation Payment per kW per month multiplied by the Performance Factor for the month. Summer Reservation Payments will be made under this Rider independent of whether payments are made for capacity under any other program.

(5) Bonus Payments

The Company will pay a Customer or Aggregator for Load Relief provided during either Bonus Periods or Bonus Hours, as described below.

- (a) Bonus Periods: Bonus Periods are applicable if seven or more Load Relief Periods are designated by the Company in a specific Network during the Summer Capability Period. Payment for Bonus Periods will be made commencing in the month of the seventh Load Relief Period designated by the Company in the Network, based on the cumulative number of Load Relief Periods for which the Customer or Aggregator provides Load Relief in the Network subsequent to the sixth Load Relief Period. A Customer or Aggregator is considered to have provided Load Relief during each Load Relief Period commencing with the seventh Load Relief Period if the Performance Factor for that Load Relief Period is 0.5 or greater.

(General Information - Continued on Leaf No. 158-R-6)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(J) Summer Reservation Payments Program - Continued**

(5) Bonus Payments – Continued

(a) Bonus Periods - Continued

- (i) \$1.00 per kW per month if Load Relief is provided during up to three Load Relief Periods in the Network subsequent to the sixth Load Relief Period designated by the Company in that Network;
- (ii) \$1.50 per kW per month if Load Relief is provided during four or more Load Relief Periods in the Network subsequent to the sixth Load Relief Period designated by the Company in that Network.

Payment for Bonus Periods is equal to the kW of contracted Load Relief multiplied by the applicable payment rate per kW for Bonus Periods multiplied by the Performance Factor for the month.

- (b) Bonus Hours: Bonus Hours are applicable if a Load Relief Period lasts six or more hours. Payment for Bonus Hours will be made commencing in the hour following the five consecutive hours that were used to calculate the Performance Factor, if the Customer or Aggregator provides Load Relief for six or more consecutive hours during the Load Relief Period.

- (i) \$1.00 per kW for a Load Relief Period in which Load Relief was provided for one or two hours subsequent to the five consecutive hours that were used to calculate the Performance Factor for the Load Relief Period;
- (ii) \$1.50 per kW for a Load Relief Period in which Load Relief was provided for three or more hours subsequent to the five consecutive hours that were used to calculate the Performance Factor for the Load Relief Period.

Payment for Bonus Hours is equal to the average kW of Load Relief provided during the hours subsequent to the five hours that were used to calculate the Performance Factor multiplied by the applicable payment rate per kW for Bonus Hours.

- (c) If the Customer or Aggregator would be eligible in any month for payments specified in both subsections (a) and (b) above, the amounts will not be cumulative. The higher amount will apply.

(6) Energy Payments for Load Relief

Customers and Aggregators who participate in the Summer Reservation Payments Program are eligible to receive energy payments during the Summer Capability Period if a Load Relief Period is called, unless service is taken under Rider R. Energy Payments for Load Relief will be as specified under Section (I) of this Rider.

(General Information - Continued on Leaf No. 158-R-7)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(J) Summer Reservation Payments Program - Continued**

(7) Performance Factor

- (a) Performance Factor” when an Emergency Event is called, is the ratio of (i) the average hourly kW of Load Relief provided by the Customer or Aggregator during the first five hours of the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when an Immediate Event is called, is the ratio of (i) the average hourly kW of Load Relief provided by the Customer or Aggregator during the highest consecutive five hours during the first seven hours of the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when a Test Event is called, is the ratio of (i) the kW of Load Relief provided during the Test Hour by the Customer or by the Aggregator up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when more than one Emergency Event, Immediate Event and/or Test Event is called in a Network during the month, refers to the average of the Performance Factors for the Customer or the average of the Performance Factors for the Aggregator in the Network during that month. Where service is taken under this Rider by an Aggregator, “the kW of contracted Load Relief” is measured on a portfolio basis by Network by CBL Verification Methodology. The Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.
- (b) The Performance Factor for the month is used to calculate Reservation Payments for that month and each month thereafter until the month in which the next Test Event or Load Relief Period is called by the Company in that Network during the current or subsequent year’s Summer Capability Period. The Performance Factor for the month is also used to calculate payments for Bonus Periods, if applicable.
- (c) If the Customer or Aggregator did not participate in the program during the prior Summer Capability Period, and no Load Relief Periods or Test Events have been designated in the Network since the Customer or Aggregator enrolled in the program, the Performance Factor at the end of the current month is assumed to be 1.0.
- (d) If the Customer or Aggregator is asked to respond to more than six Emergency Events and/or Immediate Events in a specific Network during the Summer Capability Period, performance during each event after the sixth event will only be included in the Performance Factor calculation if this would result in a higher Performance Factor.

(8) Application of Payments

Summer Reservation Payments will be calculated on a monthly basis. Payments to Customers enrolled in the program will be posted to their accounts. Payments to Aggregators and customers of NYPA, NYCPUS and COWPUSA will be made by check or wire transfer.

(General Information - Continued on Leaf No. 158-R-8)

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**GENERAL INFORMATION - Continued**

**VI. Service Classification Riders (Available on Request) - Continued**

**U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued**

**(J) Summer Reservation Payments Program - Continued**

(9) Testing

Once during each Summer Capability Period, the Company may require a Customer or Aggregator to participate in a Test Event for a period not to exceed one hour, commencing at a time determined solely at the Company's discretion. The Company will give at least two hours' advance notice of the Test Event to the same representative or alternative representative that was designated in writing by the Customer or Aggregator to receive notice of a Load Relief Period (pursuant to Section (D)(2) of this Rider).

If the Company can verify that a Customer provided at least 50 kW of Load Reduction or 50 kW of Load Delivery or that an Aggregator provided at least 100 kW of Load Reduction or 100 kW of Load Delivery during the Test Event, the Company will make a payment for one hour of energy up to the contracted amount using the calculation specified in Section (I) of this Rider for the load relief achieved.

If the kW of Contracted Load Relief is increased during a Summer Capability Period, as described in Section (J)(2) of this Rider, the Company may require such Customer or Aggregator to run a re-test. A re-test will not be required if the kW of Contracted Load Relief was already achieved during that Capability Period during an earlier Test Event or during a Load Relief Period.

(General Information - Continued on Leaf No. 158-S)

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