

GENERAL INFORMATION - Continued

IX - Application Forms - Continued

**Surcharge Agreement Form for Extension of Overhead and Underground Facilities
or for Connection or Reconnection thereto**

To CONSOLIDATED EDISON COMPANY OF NEW YORK, Inc.

PRINCIPAL OFFICE: 4 IRVING PLACE, NEW YORK, N. Y. 10003

The undersigned..... {owner/occupant} of property
in the Borough or Municipality of..... known as
(identify by block and lot number, etc.)
abutting on
(street, avenue, etc.)

hereby makes application to Consolidated Edison Company of New York, Inc., (hereinafter termed the Company) for the supply of electric service to the above-designated premises under the terms and conditions set forth in the Company's Schedule for Electricity Service.

General Rule III - 3 "Installation and Maintenance of Underground and Overhead Facilities" of the Company's Schedule for Electricity Service requires the applicant to pay for the cost of a line extension that exceeds the allowance to which each applicant is entitled without charge. The under-signed agrees to pay the surcharge or lump-sum payment set forth below because one of the following circumstances applies:

(Check applicable circumstance)

- Initial Customer:* The facilities required for the initial supply of service to the premises are in excess of the facilities the Company is required to provide without charge to the applicant.
- Additional Customer:* The above-designated premises will be connected to a line extension constructed within the 10-year period prior to the date of this application for service and a surcharge is still in effect for such line extension.
- Successor Customer:* The above-designated premises will be reconnected to a line extension constructed within the 10-year period prior to the date of this application for service and a surcharge is still in effect for such line extension.

The undersigned acknowledges the following:

The surcharge includes interest, at a rate established by the Public Service Commission, and is payable monthly or annually in equal installments over a ten year period. The surcharge or lump-sum payment represents the Customer's share of the costs of additional facilities.

At any time during the ten year surcharge period, the Customer may make a lump-sum payment to cover the balance owed to the Company.

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Date of Issue: December 12, 1995

Date Effective: January 12, 1996

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The surcharge will cease if, in each of two consecutive calendar years within the ten years of the initial commencement of service, total Pure Base Revenues from all Customers served by the new distribution line exceed 1.5 times the reasonable actual costs of the total distribution line.

The surcharge will cease whenever the aggregate entitlement of the Customers served from the line equals or exceeds the length of distribution line initially constructed.

If more than one Customer is initially applying for service from a distribution extension, each Customer will bear a prorated portion of the distribution line extension cost that exceeds the applicable free allowances. The free credit allowance will be the maximum free footage allowance per Customer times the number of Customers, regardless of the actual footage requirements of each Customer. Any Customer who may be served within the distance of the aggregate free footage allowances will incur no cost for the distribution line.

When Additional Customers attach to a line extension at a point past the aggregate free footage allowances of the existing customers within 10 years of its first use, all customers of record who contributed to the cost of the extension will be entitled to a refund and/or adjustment of surcharge.

Additional and Successor Customers, connected or reconnected to existing extensions where the surcharge is still in effect, will be responsible for a prorated cost of such extensions. If and when new Customers attach to extensions where the surcharge is still in effect, all current Customers of record will be entitled to a partial refund or adjustment.

Each Customer's pro rata share of costs for distribution line beyond the aggregate free footage allowances shall be calculated based upon the costs and expenses for each section of distribution line divided by the number of Customers that are supplied by that portion of the line. No Customer shall be responsible for any of the cost of distribution line footage which extends beyond the point on the distribution line from which the Customer receives service.

Recalculation or Proration of Surcharges:

The Company will recalculate surcharges and lump-sum payments whenever new Customers are added within 10 years of the date that a distribution line extension first began providing service. This will be done as follows:

- (a) The value of the additional maximum free footage allowance for each Additional Customer shall be calculated at the average cost per foot of the original extension and deducted from the original cost of the extension.

(General Information - Continued on Leaf No. 188-A)

Date of Issue: March 31, 2008

Date Effective: April 1, 2008

Issued under authority of PSC order in Case 07-E-0523 made March 25, 2008.

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Recalculation or Proration of Surcharges: - Continued

- (b) The remaining cost in excess of free footage allowances, set forth in (a) above shall be shared on a pro rata basis among the existing customers and the new Customer(s). However, if the remaining cost in excess of free footage allowances benefit only one or some of the Customers, said costs will be borne by that Customer or shared on a pro-rata basis only by those Customers who benefit from that portion of the extension.
- (c) The surcharge will cease if a Customer has paid the principal owed based on the recalculation in (a) and (b) above. Any overpayment of principal will be refunded without interest. A new surcharge will be calculated to recover any principal owed by any Customers for the balance of the initial 10 year period. Interest will be calculated at the same rate applied in the initial surcharge.
- (d) Any lump-sum overpayment determined as a result of the recalculation in (a) and (b) above shall be refunded without interest to the then Customer of record.
- (e) The value of additional free footage allowances for Customers requiring additional footage beyond any portion of of an existing extension from which service commenced within the 10 year period, shall be first applied to the existing extension as described in (a) and (b) above. The value of any remaining free footage allowances will be applied to the footage required beyond the original extension.

Surcharge Formula:

The annual or rateable surcharge is the applicant's share of costs for the excess facilities times the Company's weighted capital recovery factor which is based on the pre-tax return approved by the Public Service Commission in the Company's most recent rate case. The capital recovery factor is computed as follows:

$$[(i + i/m)^{nm}] / [(1 + i/m)^{nm} - 1] \text{ where}$$

- i = pre-tax return approved by the PSC in the Company's most recent rate case,
- m = number of payments in a given year, and
- n = 10, the number of years in the surcharge period.

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Date of Issue: December 12, 1995

Date Effective: January 12, 1996

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The undersigned accepts the following estimates:

Cost of Additional Facilities*:	Supply Line (\$)	Distribution Line (\$)	Service Line (\$)	Total (\$)
(A) Total Cost of Additional Facilities	_____	_____	_____	_____
(B) Company's Cost Responsibility	_____	_____	_____	_____
(C) Customer's Cost Responsibility = (A-B)	_____	_____	_____	_____

* Once actual costs of construction are known, reconciliation will be made to the Customer's account.

Payment Agreement:

The Customer's cost responsibility of \$_____ will be paid:

in a lump-sum payment.

in equal monthly installments of \$_____, which includes a monthly interest charge of \$_____.

in equal annual installments of \$_____, which includes an annual interest charge of \$_____.

THE UNDERSIGNED HEREBY AGREES TO INFORM PROSPECTIVE PURCHASERS OF THIS PROPERTY THAT A COMPANY SURCHARGE IS IN EFFECT.

This application is subject in all respects to the provisions of the Company's Electric Rate Schedule now on file with the Public Service Commission, and any amendments thereof, all of which is hereby referred to and made a part hereof.

Date _____ Full Name of Owner or Occupant _____

By
(Signature and Title of Authorized Representative or Agent)

.....
Mailing Address

Date Reviewed by:

Date Approved by:

(General Information – Continued on Leaf No. 189)

Date of Issue: December 12, 1995

Date Effective: January 12, 1996