Consolidated Edison Company of New York, Inc.

SCHEDULE FOR ELECTRICITY SERVICE

Applicable in Company's Entire Territory in the Boroughs of Manhattan, The Bronx, Brooklyn, Staten Island, and Queens, City of New York and in the County of Westchester.

(For detailed description, see General Information Section I)

Issued: October 7, 1993

Effective: January 1, 1994

(Subsequent Changes Will be Effective as Shown on Individual Leaves)

Issued by Raymond J. McCann, Executive Vice President and Chief Financial Officer
4 Irving Place, New York, N.Y. 10003
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<td>General - Small ........................................................................................................</td>
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<td>Commercial and Industrial - Redistribution ........</td>
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* These Service Classifications ("SC") were replaced by SC 14-RA of the Retail Access Rate Schedule.
** Customers formerly served under SC 4 – Commercial and Industrial – Redistribution are served under SC 9.

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**Appendix A - Individually Negotiated Contracts (listed below):**

None

**Addendum – MET**


**Addendum – SIR**

New York State Standardized Interconnection Requirements and Application Process for New Distributed Generators 2 MW or Less Connected in Parallel with Utility Distribution Systems, as adopted by the New York State Public Service Commission
GENERAL INFORMATION

I. Territory to Which the Rate Schedule Applies

That portion of the City of New York comprising the Boroughs of Manhattan, The Bronx, Brooklyn, and Richmond: the First, Second, Third, and Fourth Wards in the Borough of Queens; and the territory within the following municipalities in the County of Westchester:

- City of Mount Vernon
- City of New Rochelle
- City of Peekskill
- City of Rye
- City of White Plains
- City of Yonkers
- Town of Bedford
- Town of Cortlandt
- Town of Eastchester
- Town of Greenburgh
- Town of Harrison
- Town of Mamaroneck
- Town of Mount Pleasant
- Town of New Castle
- Town of North Castle
- Town of Ossining
- Town of Pelham
- Town of Rye
- Town of Scarsdale
- Town of Yorktown
- Village of Ardsley
- Village of Briarcliff Manor
- Village of Bronxville
- Village of Buchanan
- Village of Croton
- Village of Dobbs Ferry
- Village of Elmsford
- Village of Hastings
- Village of Irvington
- Village of Larchmont
- Village of Mamaroneck
- Village of Mount Kisco
- Village of Ossining
- Village of Pelham Manor
- Village of Pleasantville
- Village of Port Chester
- Village of Rye Brook
- Village of Scarsdale
- Village of Sleepy Hollow
- Village of Tarrytown
- Village of Tuckahoe

There are three New York Independent System Operator electrical load zones located in Con Edison's service territory: Zone H for Upper Westchester; Zone I for parts of the Upper Bronx and Lower Westchester; and Zone J for New York City except for the parts of the Bronx that are located in Zone I. In each Service Classification of this Rate Schedule, rates are separately identified for New York City and for Westchester. The New York City rates are applicable to Customers in Zone J. The Westchester rates are applicable to Customers in Zones H and I.
GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule

1. The following abbreviations are used:
   kw     kilowatt(s)
   kwhr   kilowatthour(s)
   Btu    British thermal unit(s)
   kVa    kiloVolt-ampere(s)
   kVar   kiloVolt-ampere(s) reactive
   Var    Volt-ampere(s) reactive

2. The term "access controller" is a party known to the Company to be in control of access to the metering equipment of a Customer, and to have an active account of its own with the Company.

3. The term "actual reading" is one obtained by the Company or a Meter Data Service Provider from either the meter or a remote registration device attached thereto.

4. The term "arrears" is a charge for which payment has not been made more than 20 calendar days after payment was due.

5. The term "authorities" includes the Public Service Commission of the State of New York, the municipal authorities and any other agencies legally authorized to regulate or inspect the Customer's installation or equipment.

6. The term "backbill" is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the Customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or Customer readings (commonly called a catch-up bill) which exceeds by 50 percent or more, the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

7. The term "business day" is any Monday through Friday when the Company's business offices are open.

8. The term "Company" means Consolidated Edison Company of New York, Inc.

9. The term "Company deficiency" means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of the Public Service Commission, the Company's tariff, or the Company's written business procedures.

10. The term “Competitive Metering Services” means services provided by a Meter Service Provider or a Meter Data Service Provider either directly or indirectly (through an ESCO) to a Customer.

11. The term “Consolidated Bill” refers to a bill issued to a Retail Access Customer that combines the Company’s charges and an ESCO’s commodity charges. If the Company and an ESCO agree to the arrangement, consolidated bills may be issued either by the Company or the ESCO.

12. The term "Customer" includes both a present consumer of and an applicant for the Company's service.

(General Information - Continued on Leaf No. 8)
II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

13. The term “Customer-owned meter” means a meter owned by the Customer but installed, read, maintained, tested, and removed by the Company.

14. The term "deferred payment agreement" is a written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a Company representative and the Customer, and each must receive a copy before it becomes enforceable by either party.

15. The term “Delivery Revenues” means Pure Base Revenue received under this Rate Schedule and the Retail Access Rate Schedule, plus revenues received under those Rate Schedules from the Billing and Payment Processing Charge, Charges for Metering Services, and the supply-related and credit and collection related components of the Merchant Function Charge before application of the Increase in Rates and Charges.

16. The term "delinquent non-residential Customer" is a Customer who has made a late payment on two or more occasions within the previous 12-month period.

17. The term "demand Customer" is a Customer who is billed for demand charges.

18. The term “Energy Service Company” or “ESCO” means a non-utility entity determined to be eligible by the Department of Public Service to provide energy supply and associated customer service functions for retail access.

19. The term “EDDS Rate Schedule” refers to the Company’s Economic Development Delivery Service Rate Schedule, Economic Development Delivery Service No. 2, on file with the Public Service Commission and its leaves, terms and conditions and Rates, as the same may be modified or superseded from time to time.

20. The term “Full-service Customer” or “Bundled Service Customer” means a Customer who receives generation capacity, energy, and delivery service from the Company under this Rate Schedule.

21. The term "late payment" means any payment made more than 20 calendar days after the date payment was due. Payment is due whenever specified by the Company on its bill, provided such date does not occur before personal service of the bill or 3 calendar days after the mailing of the bill.

22. The term "levelized payment plan" is a billing plan designed to reduce fluctuations in a Customer's bill payments due to varying, but predictable, patterns of consumption.

23. The term “Meter Data Service Provider” or “MDSP” means an entity, other than the Company, that provides meter data services for all meters for the account of a Customer electing Competitive Metering Services for meter data services. Meter data services consist of all of the following services: meter reading, meter data translation, and customer association, validation, editing and estimation (CAVEE). No Customer may act as its own MDSP.

24. The term “Meter Service Provider” or “MSP” means an entity, other than the Company, that provides the meters and/or metering services for all meters for the account of a Customer electing Competitive Metering Services for meters and/or metering services. Meters and metering services consist of the furnishing, installation, maintenance, testing and removal of meters and related equipment. No Customer may act as its own MSP.

25. The term "new Customer" is a Customer who was not the last previous Customer at the premises to be served, regardless of whether such Customer previously was or is still a Customer of the Company at a different location.

26. The term "non-residential applicant" is any person, corporation or other entity who has requested service under this Rate Schedule who is not a residential applicant.

(General Information - Continued on Leaf No. 9)
### Definitions and Abbreviations of Terms Used in this Rate Schedule – Continued

26. The term "non-residential Customer" is any person, corporation or other entity supplied with service under this Rate Schedule and pursuant to an accepted application for service who is not a residential Customer.

27. The term “PASNY Rate Schedule” refers to the Company’s PASNY No. 4 Rate Schedule on file with the Public Service Commission and its leaves, terms and conditions and Rates, as the same may be modified or superseded from time to time.

28. "Payment" is considered to be made on the date when it is received by the Company or one of its authorized agents.

29. The term “point of service termination” means the point at which the Company terminates its service lateral and the Customer's wiring begins.

30. The term “Power Factor” refers to the result obtained by applying the formula: 

$$\frac{kW}{\sqrt{kW^2 + kVar^2}}$$

is the Customer’s maximum demand during the billing period (all hours, all days) and “kVar” is the Customer’s lagging reactive demand measured at the time of the kW maximum demand (as defined in General Rule III-11(D)).

31. The term "public right-of-way" means the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.

32. The term “Pure Base Revenue” means revenue attributable to Demand Delivery Charges, Energy Delivery Charges, and the Customer Charge, if applicable under the Customer’s Service Classification, after application of any applicable Rider J rate reductions and before application of the Increase in Rates and Charges; provided, however, that if the Minimum Monthly Charge (as described in General Rule III-11(U)) would apply, then “Pure Base Revenue,” as stated in General Rule III-3(D) and under the Rider J and Rider Y facilities’ cost tests, means revenue attributable to the Minimum Monthly Charge after application of any applicable Rider J rate reductions and before application of the Increase in Rates and Charges.

33. The term "this Rate Schedule," also sometimes referred to as the "Tariff" or the “Full Service Schedule,” means the Company's Schedule for Electricity Service as filed with the New York State Public Service Commission. A Customer taking service under this Rate Schedule shall receive generation capacity, energy, and delivery service as a bundled service. The term “delivery service” means the transmission and distribution of electric energy and capacity to a Customer under this Rate Schedule.

34. The term "residential applicant" is any person who requests electric service at a premises to be used as their residence or the residence of a third party on whose behalf that person is requesting service where:

(a) the Company's effective tariff specifies a residential rate for such service;

(b) such service will primarily be used for the user's residential purposes, the applicant has so notified the Company, and the applicant will be receiving service under a rate not normally used for residential service; or

(c) the Company knows or reasonably should have known that any such service will be provided through a single meter to both units of a two-family dwelling.

(General Information - Continued on Leaf No. 10)
GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

34. The terms "residential Customer" or "current residential Customer" refer to any person who, pursuant to an application for service made by such person or a third party on their behalf, is supplied directly by the Company with electric service at a premises used in whole or in part as their residence where:

(a) the Company's effective tariff specifies a residential rate;

(b) service is primarily used for the Customer's residential purposes, the Customer has so notified the Company, and the Customer is receiving service under a rate not normally used for residential service; or

(c) the Company knows or reasonably should have known that any such service is provided through a single meter to both units of a two-family dwelling.

35. The term “Retail Access Customer” refers to a Customer who takes service under the Retail Access Rate Schedule.

36. The term “Retail Access Rate Schedule” refers to the Company’s Schedule for Retail Access, P.S.C. No. 2 – Retail Access, on file with the Public Service Commission and its leaves, terms and conditions and Service Classifications, as the same may be modified or superseded from time to time.

37. The terms "rules," "regulations," "rules and regulations of the Public Service Commission," or any combination thereof, refer to the rules and regulations duly adopted by the Public Service Commission for publication in Title 16 of the State of New York Official Compilation of Codes Rules and Regulations (NYCRR), and to any lawful orders of the Public Service Commission.

38. The term "seasonal Customer" is a Customer who applies for and receives service periodically each year, intermittently during the year, or at other irregular intervals.

39. The term "service lateral" means the conductors and equipment for delivering electric energy from the Company's distribution system to the wiring system of a building or premises.

40. The term "short-term or temporary Customer" is:

(a) a non-residential Customer who requests or receives service for a period of up to two years; or

(b) a residential Customer who requests or receives service for a period of up to one year.

41. The term "summer billing period" is the four-month period from June 1 to September 30.

42. The term "tampered equipment" means any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of the Company's service, or to unauthorized connection occurring after the Company has physically disconnected service.

43. The term "winter billing period" is the eight-month period from October 1 through May 31.

(General Information - Continued on Leaf No. 11)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service

1. How to Obtain Service

   (A) Applications:

   (1) An application for electric service by the owner or occupant of a building or premises may be made at any business office of the Company or to a duly authorized representative of the Company. An application for electric service may be made by telephone, by mail, or by calling in person at any business office of the Company, except that a written application from a non-residential applicant may be required at any time at the request of the Company. The Company may require an applicant to provide reasonable proof of the applicant’s identity as a condition of service. The Company may require an applicant for residential service to complete a written application and provide documentation in accordance with Public Service Commission regulations under the following conditions:

   (a) there are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or

   (b) there is evidence of meter tampering or theft of service; or

   (c) the meter has advanced and there is no Customer of record; or

   (d) the application is made by a third party on behalf of the person(s) who would receive service.

   Written applications shall be made upon the appropriate form set forth in this Rate Schedule. All applications, including oral applications for service, and the furnishing of service thereunder, and applications for extensions of overhead electric lines or connections thereto, are subject in all respects to the lawful orders of the Public Service Commission, and to the provisions of the Rate Schedule of the Company on file with the Public Service Commission and any subsequently effective revisions thereof.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(A) Applications - Continued

Upon the acceptance by the Company of a Customer's application for service and in each case upon the Customer's compliance with all applicable rules, regulations, terms, and conditions as required for the availability and beginning of service under the Service Classification applied for, the Company will duly supply service as may be required for the building or premises for which service is requested. Unless the applicant specifies a later time, the Company shall provide service within five business days of receipt of a completed application from a residential applicant or within ten calendar days after receipt of a completed application from a non-residential applicant, except as provided in the Public Service Commission's rules. An application or agreement for service or for extension of overhead electric lines or connection thereto shall not be modified or affected by any promise, agreement or representation, orally or in writing, by any agent or employee of the Company, except as expressly provided in this Rate Schedule.

(2) Denial of Application

(a) The Company shall not deny an application for service except in a written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application.

(b) The written notice of denial shall:

(i) state the reason(s) for the denial;

(ii) specify what the applicant must do to qualify for service; and

(iii) advise the applicant of the right to an investigation and review of the denial by the Public Service Commission or its authorized designee if the applicant considers the denial to be without justification, and identify the appropriate address and telephone number of the Public Service Commission.

(c) The Company shall advise any applicant who submits an incomplete application, in writing within three business days after receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

(General Information - Continued on Leaf No. 13)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(B) Residential Security Deposits:

(1) Definition:

The term "delinquent" for purposes of assessment of a deposit from a residential Customer shall mean a Customer who:

(a) accumulates two consecutive months of arrears and fails to pay one-half of the total arrears within at least 20 days of the date payment is due, or fails to pay one-half of the arrears due on a bi-monthly bill within 50 days after the date payment is due; provided that the Company requests such deposit within two months of such failure to pay; or

(b) had service terminated for non-payment during the preceding six months.

(2) The Company may require a security deposit from seasonal, short-term and delinquent Customers and applicants and from new residential Customers and applicants who do not provide proof of their identity upon application for service. The Company may withhold or discontinue service for failure to pay a required deposit.

(3) The deposit required from electric space heating applicants or Customers may be two times the estimated average monthly bill for the heating season. The deposits required from others may be two times the estimated average monthly bill for a calendar year.

(4) If the Company intends to require a deposit from a delinquent Customer with two consecutive months of arrears, it shall provide the Customer written notice, at least 20 days before it may assess a deposit, that the failure to make timely payment will permit the Company to require a deposit from the Customer. The Company shall permit a delinquent Customer to pay the deposit in installments over a period not to exceed twelve months.

(5) The Company shall not demand or hold a deposit from:

(a) any residential Customer who is 62 years of age or older unless the Customer has had service terminated by the Company for non-payment of bills within the preceding six months; or

(b) any Customer who is known by the Company to be a recipient of public assistance, supplemental security income, or additional state payments.

(Date of Issue: May 28, 1999)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(B) Residential Security Deposits - Continued

(6) The Company will annually review residential accounts which are secured by deposits and refund or credit the deposit to the account of a residential Customer who has not been delinquent in the payment of bills during the past year. Deposits will be credited with simple interest at a rate prescribed from time to time by the Public Service Commission. A deposit plus accrued interest may be credited to the Customer's account only to the extent of current charges and the charges of the next succeeding monthly bill, and any balance will then be paid to the depositor. Simple interest shall be paid to the Customer upon the return of the deposit, or where the deposit has been held for a period of one year, simple interest shall be credited to the Customer on the first bill rendered for service after one year. Deposits that are not refunded after one year will be reviewed for refund annually thereafter in accordance with the foregoing criteria.

(C) Non-Residential Security Deposits:

(1) Customers Subject to Deposit Requests: The Company may require the payment of a security deposit from an applicant or a new Customer. The Company may require the payment of a security deposit from an existing Customer:

(a) who is delinquent;

(b) as to whom the Company has reliable evidence that the Customer's financial condition is such that it is likely that the Customer may default in the future;

(c) who has filed for reorganization or bankruptcy; or

(d) who has been rendered a backbill within the last twelve months for previously unbilled charges for service through tampered equipment.

Customers required to pay deposits under clauses (a) or (b) of this paragraph shall have the opportunity to pay in three installments, 50 percent down and two equal monthly payments of the balance.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

   (C) Non-Residential Security Deposits - Continued

   (2) Deposit Calculation: The amount of a deposit shall not exceed twice the Customer's average monthly usage, except in case of a Customer whose usage varies widely, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.

   (3) Deposit Review: The Company shall, not later than the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every Customer from whom it holds a deposit to assure that the deposit conforms to the limitations contained in the previous paragraph. If a deposit review shows that the deposit held is at least 25 percent more or less than the amount that may be required, the Company may, if the deposit is less, require the payment of a corresponding additional deposit from the Customer, and shall, if the deposit is more, refund the excess deposit to the Customer. Upon a Customer's request for a downward revision of the deposit, substantiated by the Customer's billing history and a permanent documented change in load and consumption, the Company shall refund any portion of the deposit found to be excessive.

   (4) Deposit Alternatives: The Company shall accept deposit alternatives which provide a level of security equivalent to cash.

   (5) Interest: Cash deposits shall accrue interest at a rate prescribed by the Public Service Commission. Interest shall be paid upon the return of the deposit or, where the deposit has been held for a year or more, credited to the Customer no later than the first bill after the next first day of October and annually thereafter. Interest shall be applied until the day a deposit is applied as a credit or refunded.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(C) Non-Residential Security Deposits - Continued

(6) Deposit Return: The Company shall return a deposit or portion thereof plus applicable interest, within 30 calendar days after the account is closed; the issuance date of the first cycle bill after a three year period during which all bills were timely paid, if there is no other basis for requesting a deposit under paragraph (C)(1) of this section; a deposit review shows that a deposit reduction is warranted.

A deposit or portion thereof plus the applicable interest that is subject to return under paragraph (1) of this subdivision:

(a) shall be credited to the account it secured in the amount of any outstanding charges;

(b) may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and

(c) may be credited to any other account of the Customer not secured by a deposit, in the amount of the arrears on the account.

A refund check shall be issued to the Customer for any remaining balance.

(7) Further Information Relating to Non-Residential Customer Deposits: A request for a deposit or a deposit increase shall be in writing. The Company shall issue a receipt to every Customer from whom a deposit is obtained. The rights and responsibilities of the Company and its Customers regarding deposits are subject to the rules of the Public Service Commission.

(D) Permits: The Company will make, or cause to be made, application for any necessary street permits for installing its service facilities and shall not be required to furnish electric service until a reasonable time after such permits are granted. The Customer shall obtain, or cause to be obtained by its contractor or representative, and present to the Company for registration, all permits (excepting street permits), consents, and certificates necessary to give the Company or its representatives access to the installation and equipment and to enable its service lateral to be connected therewith, or for other purposes in connection with the supply of electric service. No application will be deemed to be complete until all permits (excepting street permits), consents, and certificates have been obtained by the Customer and presented to the Company for registration.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(E) Easements or Rights-of-Way When Required for Line Extensions: When required by the Company, the Customer (or Customers) shall execute and deliver to the Company, free from cost, permanent easements or rights-of-way for the placing and maintaining of an extended line in so far as the line extension or subsequent additions thereto affect the property owned by the Customer (or Customers).

The Company shall not be obliged to commence construction of an extension of its electric system until the Customer (or Customers) to be served by such extension have obtained and delivered to the Company satisfactory permanent easements or rights-of-way agreements or have agreed to pay a lump sum or a surcharge in accordance with General Rule III-3 "Installation and Maintenance of Overhead and Underground Facilities" for such costs as may be incurred by the Company if at the Customer's request it obtains such easements or rights-of-way.

A successor to a Customer who has agreed to pay such a surcharge shall, as a condition of receiving service, agree to assume the surcharge obligations of the predecessor.

These provisions are applicable irrespective of the length of the extension.

(F) Temporary Service: Where the use of service will be temporary, the Customer will be required to pay in advance to the Company the estimated non-recoverable cost of the Company's service installation and removal (including any street reinforcement and extension required), as determined by the Company and endorsed on the agreement for service. The Customer shall not be relieved of the obligation to fulfill the term and minimum charge provisions of the agreement for service. Where the applicable Service Classification has a term of 1 year or more the Customer may contract for temporary service for a lesser period but not less than 30 days.

Temporary service for the purposes hereof shall include, but shall not be limited to, use of service to non-permanent structures; or to construction sites, fairs, celebrations, and other temporary activities; or under circumstances where the Company has reason to believe that the facilities installed by the Company to provide service may not be used for permanent supply.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

1. How to Obtain Service - Continued

(F) Temporary Service - Continued

The Customer's payment hereunder shall be refundable if circumstances change after the Customer commences to take service, and the Company has reasonable assurance that the use of the service will not be temporary and that the Company's facilities will be used for permanent supply.

In instances where service will be used for less than 60 days for any purpose or the service installation presents difficulties as to metering, the Company may estimate the amount of the charges for such service according to the Service Classification applied for and specify, by endorsement upon the agreement for service, such amount as the charges for the service.

(G) Emergency Limitation Upon Service: The Company's offers or supply of electric service, including extensions of lines and of service laterals, are each subject to and modified by the provisions, conditions, and limitations from time to time imposed by governmental emergency statutes or by orders, rules, regulations or ordinances promulgated thereunder and are contingent upon the Company's ability to obtain and use the necessary equipment, materials, facilities, and labor.

2. Characteristics of Service

(A) General: All of the characteristics of service which may be designated in any part of the territory served by the Company are listed and described below, together with statements of the conditions under which they will be designated. Frequencies and voltages shown are approximate. In addition to the limitations given below, service of particular characteristics is available only when such service is specified under "Character of Service" in the Service Classifications under which service is requested, and is subject also to any additional limitations there set forth.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

(A) General - Continued

The Company has adopted as its standard (hereinafter referred to as the "standard system") the three phase, four wire, alternating current system of distribution, at approximately 60 cycles and 120 and 208 volts, in the interest of a standardized, unified and economical system for its Customers as a whole. As a consequence, the Company is extending the standard system and is gradually converting its non-standard distribution systems to the standard system.

In every case the Customer should consult the Company as to the characteristics of service to be supplied to the Customer, before purchasing electrical equipment for any new installation or for additions to or replacements of existing installations or before moving electrical equipment to a new address. A written statement regarding the characteristics of the service to be supplied will be given by the Company to the Customer upon request.

The Company reserves the right to change its system and its method of operation from time to time, pursuant to law and the provisions of its Rate Schedule as, in its judgment, is necessary or advisable for economical and proper service to the public. Except as otherwise specifically stated herein, changes in or additions to the wiring or equipment within the building shall be made by the Customer at the Customer's expense. In all respects, the general rules, regulations, terms, and conditions shall apply to such changes or additions.

(B) Standard Service: Standard service is a service derived directly from the standard system of distribution and comprises:

Three phase, four wire, 120/208 volt service; or
Single phase, two wire, 120 volt service; or
Three wire, 120/208 volt service, comprising two conductors and the neutral of the three phase, four wire system.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

(B) Standard Service - Continued

Standard service will be designated for additional supply to, or for Customers moving into a building which is supplied exclusively with standard service except as otherwise provided under paragraph (C) below.

Standard service will be designated for service to new buildings located in an area in which the standard system has been established except as otherwise provided under paragraph (C) below.

Either standard service, or a non-standard single or three phase alternating current service as set forth hereinafter, may be designated for service to new buildings located in an area in which the standard system has not been established.

Standard service will be designated for service in all cases for which no specific provision for the designation of non-standard service is hereinafter set forth.

(C) Three Phase 265/460 Volts: Three phase, four wire, 265/460 volt service may be designated by the Company for supply when warranted by the magnitude or location of the load, or other physical conditions, or when it would result in the least cost to the Company.

(D) [RESERVED FOR FUTURE USE]
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 22)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

(E) Two Phase, 230 or 240 Volt Service: In a building already being supplied with two phase service, supply for additional equipment will be designated as:

(1) Standard service, if the Customer so requests; or

(2) Two phase service, but only to the extent of the capacity of the Company's existing two phase service facilities (service conductors, secondary mains or distribution transformers), except that, if the existing two phase service has been designated solely for existing elevators or other existing equipment, no additional equipment shall be connected thereto, regardless of the capacity of the Company's existing two phase service facilities. All requirements for supply for additional equipment in excess of the capacity of the Company's existing two phase service facilities will be supplied with standard service.

Where the Company, in order to insure a safe supply to existing equipment installed and connected to existing services with the Company's authorization, would otherwise reinforce the Company's two phase service facilities, the Company may elect to alter, at the Company's expense, for operation on its standard system, part or all of the Customer's equipment so installed and connected at that location if, in the Company's judgment, such alteration is economically justified.

In lieu of maintaining two phase service for the present requirements at any location and establishing standard service for the additional requirements, the Company may elect to convert its system and to alter, at the Company's expense, the Customer's existing equipment installed and connected at that location for operation on its standard system if, in the Company's judgment, such conversion and alteration are economically justified.

In lieu of the Company's standard three phase, four wire, 120 and 208 volt, 60 cycle service specified above, the Company may elect to supply three phase, three wire, 240 volt service if the standard system has not been established in a location.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

(F) Three Phase, 240 Volt Service and Single Phase, 120/240 Volt Service: In a building already being supplied with three phase, 240 volt service or with single phase, 120/240 volt service, or both, these services may be designated for additional load or standard service may be designated for the additional load or for the entire load. If standard service is designated for the entire load, the Company will alter, at the Company's expense, the Customer's existing equipment installed and connected at that location for operation on its standard system.

These services may be designated for new installations located in areas in which the standard system has not been established.

In lieu of reinforcing or maintaining these non-standard alternating current systems at any location, the Company may elect to convert its system and to alter, at the Company's expense, the Customer's existing equipment installed and connected at that location for operation on its standard system if, in the Company's judgment, such conversion and alteration are economically justified.

(G) High Tension Service: Service of the following characteristics will be supplied only when warranted by the magnitude or location of the load or other physical conditions:

Three phase, 60 cycle service at 2,400/4,150 volts
Three phase, 60 cycle service at 13,200 volts
Three phase, 60 cycle service at 26,400 volts
Three phase, 60 cycle service at 33,000 volts
Three phase, 60 cycle service at 69,000 volts
Three phase, 60 cycle service at 138,000 volts

(General Information - Continued on Leaf No. 24)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

2. Characteristics of Service - Continued

(G) High Tension Service - Continued

Service of the following characteristics is available only at premises now being supplied with such service and only to the extent of the capacity of the Company's existing service facilities (service conductors, feeders, and substation equipment):

- Three phase, 60 cycle service at 3,000 or 7,800 volts
- Three phase, 60 cycle service at 6,900 volts
- Two phase, 60 cycle service at 1,950 volts
- Single phase or three phase, 60 cycle service at 2,400 volts

High tension service may be designated by the Company for supply when warranted by the magnitude or location of the load, or other physical conditions, or when it would result in the least cost to the Company.

High tension service may also be designated in place of existing low tension service where the low tension service is supplied from transformers at the premises subject to the requirements of General Rule III–8(B). High tension service will not be supplied to Customers for whom the Company designates secondary service from the Company's secondary mains.

(General Information - Continued on Leaf No. 25)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities

(A) Definitions: The terms defined below apply to this General Rule III - 3 only.

(1) The term "applicant" means a developer, builder, person, partnership, association, corporation or governmental agency requesting the provision of electric service either:

(a) at a premises to be used as the applicant's residence (residing applicant);

(b) in a residence to be used by others (non-residing applicant), provided, however, that a governmental agency applying for service on behalf of a client, who would otherwise be a residing applicant, shall be treated as a residing applicant; or

(c) at a non-residential premises.

(2) The term "appurtenant facilities" means the necessary and ancillary accessories to an electric line that enable the transportation and distribution of electric energy.

(3) the term "distribution line" means an electric line used to distribute electric energy, which will or may reasonably be expected to provide service to more than one Customer.

(4) The term "multiple occupancy building" means a structure (including row houses) enclosed within exterior walls or fire walls, which is built, erected, and framed of component structural parts and is designed to contain four or more individual dwelling units for permanent residential occupancy.

(5) The term "new construction" means the installation of new electric distribution lines, service lines, and appurtenant facilities on any R/W where no such electric distribution line exists, and may also include (in connection with such installation) the addition ofappurtenant facilities (other than replacement facilities) to existing distribution lines. The installation of a new facility parallel to and on the same R/W as an existing underground facility also constitutes the new construction of such facility.

(6) The term "public right-of-way" means the area within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the State of New York or of the legislative body of any county, city, town or village that is open to public use and that may be used for the placement of Company facilities.

(7) The term “premises” means a parcel of land; or more than one building and/or parcel of land proximate to each other if there is common use, whether or not such buildings or parcels are individually owned or leased or separated by public or private roads.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(A) Definitions - Continued

(8) The term "residential building" means a structure enclosed within exterior walls or fire walls, which is built, erected, and framed of component structural parts and is designed for permanent residential occupancy.

(9) The term "residential subdivision" means a tract of land divided into five or more lots for the construction of five or more new residential buildings, or the land on which new multiple occupancy buildings are to be constructed, the development of either of which, if required, has been approved by a governmental authority having jurisdiction.

(10) The term "right-of-way" (R/W) means a right to pass over, occupy or use another's land for placing and maintaining Company facilities.

(11) The term "service line" means an electric line used to connect a distribution line to an individual customer's meter or the point of attachment to a building or the premises; a service line, at the Company's discretion, may be connected to two or more meters at a single premises.

(12) The term "supply line" means a part of a distribution line that is installed between an existing electric distribution system and an underground distribution line within a residential subdivision.

(General Information - Continued on Leaf No. 27)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(B) Common Provisions Applicable to the Installation and Maintenance of Overhead and Underground Facilities

(1) General: To avoid misunderstanding, the Customer shall consult the Company before starting work as to the exact location of the point of service termination and as to whether the facilities are to be installed overhead or underground.

Electric service will be supplied to a building or premises through a single service line, except where, for reasons of least cost to the Company, conditions on the Company's distribution system, improvement of service conditions, or magnitude of the Customer's load, the Company elects to install more than one service line.

The Company reserves the right to determine the location and the point of service termination of its service line.

(2) Change in Location of Service Line and Appurtenant Facilities: Any change requested in the point of service termination or location of the service line and appurtenant facilities, provided such change is approved by the Company, will be made at the expense of the applicant, who shall pay in advance the Company's estimated cost of such change.

(3) Maintenance of Overhead and Underground Facilities: Any distribution, supply, or service line which the Company is required to install and has installed, or the Customer has installed on the Company's behalf, in whole or in part, shall be maintained, repaired, and if necessary replaced by the Company at its expense, up to the service termination point, as required by 16 NYCRR Sections 98.4 and 98.5.

The Company will maintain underground service lines to 1, 2, and 3 family houses whether or not such service line has been installed by the Company.

(General Information - Continued on Leaf No. 28)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(B) Common Provisions Applicable to the Installation and Maintenance of Overhead and Underground Facilities - Continued

(4) Excess Distribution Facilities (Applicable only to Customers supplied under Service Classification Nos. 1, 2, 5, 7, 8, 9, and 12 and to Customers supplied under Service Classification No. 14-RA of the Retail Access Rate Schedule who would otherwise be served under one of these Service Classifications): Upon written application of a Customer on the application form prescribed in this Schedule (see Leaf Nos. 189 - 191), and subject to the terms and conditions thereof and the provisions hereinafter set forth, the Company will provide at the Customer's expense distribution facilities in excess of or in place of those normally provided or otherwise designated by the Company under the other provisions of this Rate Schedule, including facilities for the purpose of supplying equipment the operation of which involves inrush currents above the values otherwise allowed by the Company. Excess distribution facilities hereunder are unavailable to Customers eligible for service under Rider Y.

Such excess facilities will be provided only if, in the Company's judgment:

(a) the furnishing of such facilities will not adversely affect the Company's standard system of distribution; and

(b) such facilities will conform with the Company's practices as to construction and installation of distribution facilities; and

(c) the utilization of service by the Customer through such facilities will not constitute a present or potential cause of interference with the supply of service to other Customers.

The provision of excess facilities hereunder shall be subject in all respects to the limitations upon characteristics of service elsewhere set forth in this Rate Schedule, and shall be subject to the other provisions of this Rate Schedule, except as may be expressly provided above.

(General Information - Continued on Leaf No. 29)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(C) Company and Customer Obligations With Respect to the Initiation of Service

(1) Company Obligations: When a written request for service is made to the Company by an applicant whose property abuts on, or has access to, any public R/W (other than a controlled access highway) in which the governmental authority having jurisdiction will permit the Company to install and maintain its facilities, the Company shall:

(a) render the service requested in accordance with the provisions of this General Rule III - 3. The Company shall install any necessary distribution line, service line or appurtenant facilities, with sufficient capacity and using suitable material which, in its judgment, will assure that an applicant receives safe and adequate service. Such installation shall be undertaken as soon as is reasonably possible after compliance with the procedures contained in this section and shall be made at a time appropriate to render service. Construction shall not be delayed by the Company except where such delay is caused by strikes, fire, flood, inclement weather, unavailability of materials, civil disorders or other conditions beyond the control of the Company;

(b) furnish, place, construct, and operate all electric facilities within public R/W and other R/W when the Company elects to use such R/W in lieu of constructing facilities within public R/W and service lines in accordance with this General Rule III - 3; and

(c) bear the material and installation costs of construction of the distribution lines, service lines, and appurtenant facilities, and the amounts paid to governmental authorities for permits to do the work required and any additional amounts paid for the right(s) to make use of other elective R/W including the material and installation costs of meters and transformers as provided under the "Company's Cost Responsibility" sections of this General Rule III - 3. The applicant shall bear the remaining cost of construction required for the initiation of the service requested as provided under the "Customer's Cost Responsibility" sections of this General Rule III - 3.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

(C) Company and Customer Obligations With Respect to the Initiation of Service - Continued

(2) Obligations of All Applicants: All applicants shall, prior to receiving service:

(a) deliver to the Company, free from cost, any necessary R/W easement(s); or pay in advance or agree in writing to pay the Company any charge relating to the Company's acquisition of the necessary R/W easement(s), so long as the applicant indicates to the Company in writing that the applicant has been unable to obtain such easement(s). In such case, the Company shall impose a lump sum charge on non-residing residential applicants and on applicants requesting non-residential service to cover the actual reasonable costs of acquiring such easement(s). The Company shall impose on a residing residential applicant either a lump sum charge or a surcharge, at the applicant's option, to cover the actual reasonable costs of acquiring such easement(s);

(b) pay or agree in writing to pay the Company the material and installation costs relating to any portion of the distribution line, service line, and appurtenant facilities that exceeds the portion which the Company is required to provide to the applicant under the "Company's Cost Responsibility" sections of this General Rule III - 3;

(c) furnish reasonable security as may be required by the Company with respect to the performance of the applicant's agreement under this General Rule III - 3;

(3) Additional Obligations of Non-Residing Applicants: Before service is supplied to a non-residing applicant, such applicant shall:

(a) clear any R/W conveyed to the Company of tree stumps, brush, and other obstructions and grade such R/W to within six inches of final grade at no charge to the Company, where electric distribution lines, service lines, or appurtenant facilities are required to be installed underground or will be placed underground at the request of the applicant;

(b) provide a survey map certified by a licensed professional engineer or land surveyor and certified to as final by the applicant, showing the location of each dwelling (if known), lot, sidewalk, and roadway, if requested to do so by the Company;

(c) place and agree to continue to maintain survey stakes indicating grade and property lines;

(d) furnish to the Company or agree to furnish a map showing the location of all existing and proposed underground facilities, as soon as the location of such facilities is known; and

(e) agree to maintain the required clearance and grading during construction by the Company.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(C) Company and Customer Obligations With Respect to the Initiation of Service - Continued

(3) Additional Obligations of Residing Residential Applicants: Before service is rendered to a residing residential applicant, such applicant shall:

(a) assure the Company that the applicant will be a reasonably permanent Customer; and
(b) agree in writing to pay the Company the applicable rates and charges.

(4) Customer Responsibility for Incremental Costs

If the Company estimates the total construction cost directly attributable to supply new service to an applicant or expanded service to a Customer to exceed $2 million, the Company, upon advance written notice to the applicant or Customer, will require such party to make a non-refundable payment for the Company’s incremental cost. The required incremental cost payment will be equal to the Company's estimated total construction cost less the Customer’s cost responsibility under General Rule III-3(D)(3) or III-3(E)(3) and less the product of five times the estimated annual Pure Base Revenue that would be obtained from the Customer under the rates of the appropriate Service Classification, if such difference is greater than zero. The “total construction cost” is calculated from the area station breaker to the point of service termination determined by the Company and includes the cost of any required distribution feeder extensions; feeder, secondary distribution, and service reinforcements; structure placements; and local voltage transformation. It does not include substation or transmission facility costs or Excess Distribution Facility costs specified under General Rule III-3(B)(4).

(D) Overhead Facilities

(1) General: The Company shall furnish, place, construct, and operate all overhead electric lines and overhead connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or on a private right of way where the Company elects to use such a route in lieu of construction within such limits.

The Company will install a service line from its street system to the first point of attachment on or near the front face of the building or to the first intermediate supporting structure for the building or premises which, in such case, shall be the point of service termination. The Customer shall furnish, install and maintain, in accordance with the Company's specifications, all supporting structures and all service line and equipment beyond the first supporting structure, including the standpipe, weather head, and standpipe conductors on the building.

(2) Company's Cost Responsibility

(a) Residential Applicants: Where permitted to provide overhead service to a residential applicant, the Company shall bear, for each residential building or premises, the material and installation costs for up to 500 feet of overhead distribution line and up to 100 feet of service line or up to 300 feet of overhead distribution line and up to 100 feet of service line for single-phase and three-phase supply, respectively, measured from the Company's existing electric system.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(D) Overhead Facilities - Continued

(2) Company's Cost Responsibility - Continued

(b) Non-Residential Applicants: Where permitted to provide overhead service to a non-residential applicant, the Company shall bear the material and installation costs for up to 500 or 300 feet of overhead distribution line, for single-phase and three-phase supply, respectively.

(General Information - Continued on Leaf No. 33)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(D) Overhead Facilities - Continued

(3) Customer's Cost Responsibility: If to provide the service requested the Company must install or provide for the installation of facilities in addition to those facilities provided to the applicant under General Rule III - 3 (D) (2) "Company's Cost Responsibility", the Company shall impose:

(a) on residing residential applicant(s), a lump sum charge or a surcharge, at the applicant's option, to cover the cost of such additional facilities; and

(b) on all other applicant(s), a lump sum charge to cover the cost of such additional facilities.

The cost of additional overhead facilities shall be determined in accordance with the Company's standard estimating procedures. After the facilities have been installed, the Company shall compare the actual costs of construction with the original cost estimate provided to the Customer and make the necessary reconciliations. The lump sum charge shall be equal to the material and installation costs of distribution lines, service lines, and appurtenant facilities and R/W acquisition costs that exceed the portion the Company is required to provide to the applicant under General Rule III - 3 (D) (2) "Company's Cost Responsibility". A residing residential applicant who pays a lump sum charge or a surcharge customer shall receive an appropriate refund or adjustment, without interest, if other applicants subsequently take service from such facilities within ten (10) years.

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:

\[ \frac{\left( \frac{1 + \frac{i}{m}}{1 + \frac{1}{m}} \right)^n - 1}{i} \]

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.

(General Information - Continued on Leaf No. 34)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(D) Overhead Facilities - Continued

(3) Customer's Cost Responsibility - Continued

The surcharge shall be subject to the following provisions:

(a) If more than one Customer is to be served from new overhead distribution lines and the length of the lines requested exceeds such Customers' aggregate entitlement (that is, the number of Customers multiplied by 500 feet or 300 feet for single-phase and three-phase supply, respectively), the excess length shall be prorated among the Customers for purposes of calculating the surcharge.

Each applicant's pro rata share of costs for distribution line beyond the aggregate free 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 applicant shall be responsible for any of the cost of distribution line footage which extends beyond the point on the distribution line from which the applicant receives service.

(b) After commencement of service from a new overhead distribution line whenever the aggregate entitlement of the Customers then served from the line (that is, the number of Customers multiplied by 500 feet or 300 feet for single-phase and three-phase supply, respectively) equals or exceeds the length of the distribution line initially constructed, the surcharge shall terminate to all Customers served from the distribution line.

(c) Whenever the total Pure Base Revenue in each of any two consecutive calendar years from all Customers served from a new overhead distribution line exceeds 1.5 times the reasonable actual capital cost of the total distribution line, all surcharges to Customers served from the distribution line shall cease. If the revenue test is met within a period of ten years after the new overhead distribution line is ready to render service, customers who paid lump sums will be entitled to prorated, interest-free refunds inversely proportionate to the number of years in the ten year period which elapsed before the revenue test was met (i.e. if the revenue test was met seven years after the extension was ready to render service, customers who paid lump sums would receive refunds of 3/10 of the lump sums).

(d) No surcharges shall be imposed if the total estimated Pure Base Revenue in each of any two consecutive calendar years from all Customers served from a new distribution line exceeds 1.5 times the reasonable actual capital costs of the total distribution line.

(General Information - Continued on Leaf No. 35)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(D) Overhead Facilities - Continued

(3) Customer's Cost Responsibility - Continued

(e) If a residing residential applicant who is subject to a surcharge changes the ownership of the residence after the imposition of such surcharge, the Company may collect the remainder of the surcharge from the successor owner(s) provided the surcharge agreement states in bold face type: APPLICANT HEREBY AGREES TO INFORM PROSPECTIVE PURCHASERS OF THIS PROPERTY THAT A COMPANY SURCHARGE IS IN EFFECT.

(f) A residing residential applicant electing to pay a surcharge may, at any time, pay the outstanding balance in a lump sum payment.

(4) Surcharge Form for Extension of Overhead Facilities: For surcharge form for extension of overhead facilities in excess of 500 feet for single phase supply and 300 feet for three phase supply, or for connection thereto of an additional Customer or a successor Customer, see Leaf No. 187.

(General Information - Continued on Leaf No. 35-A)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities

(1) Facilities to be Installed Underground: The Company shall install underground any distribution line, service line, and appurtenant facilities which are necessary to furnish permanent electric service as follows:

(a) To a residential subdivision in which it is planned to build five or more new residential buildings, if the residential subdivision will require no more than 200 trench feet of facilities per dwelling unit planned within the residential subdivision, subject to the exceptions listed in General Rule III - 3 (E) (4) (f);

(b) To one or more multiple occupancy buildings if the project will require no more than 200 trench feet of facilities per dwelling unit planned within the project, subject to the exceptions listed in General Rule III - 3 (E) (4) (f);

(c) To any building or residential subdivision which a local governmental authority having jurisdiction to do so requires the underground installation of facilities provided that the Company shall not install service lines beyond the property line for non-residential buildings in such instances; and

(d) In response to a request for underground facilities by an applicant for service.

In all other circumstances not including the foregoing, the Company will install its facilities overhead.

For the purposes of subdivisions and multiple occupancy buildings under paragraphs (a) and (b), the number of dwelling units is the criterion to be used to determine whether installation is required to be underground. Each lot shown on the approved subdivision map shall, in the case of a single family dwelling, be considered to contain one dwelling unit unless there is sufficient contrary evidence to render it unlikely that each lot will contain a separate dwelling unit (e.g., a foundation is constructed occupying two lots). The measurement of trench footage shall be the shortest distance required to serve the homes within the residential subdivision, consistent with the Company's obligation to provide safe and adequate service.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(1) Facilities to be Installed Underground - Continued

The Company will install a service line from its street system to the point of service termination. The point of service termination shall be (i) a property line of the building or premises or (ii) if the Company is obligated to provide a service line at its expense, the exterior of the building wall (provided that the service termination point shall be a point immediately inside the wall of the building if the Company can extend, without materially increasing its cost, its service line through a sleeve in the wall provided by the property owner). The Customer shall furnish, install, and maintain, in accordance with the Company's specifications, all service line and equipment beyond the point of service termination.

(2) Company's Cost Responsibility: Where the Company installs underground facilities in accordance with General Rule III - 3 (E) (1), the Company shall bear the material and installation costs of construction of its facilities as follows:

(a) Residential Applicants-Mandatory Undergrounding: Where the Company is required, for any of the reasons listed in 3(E)(1) (a) or (c) or (d) (with respect to subdivision projects) above, to provide underground facilities for a residential applicant, the cost and expense which the Company must bear, except as otherwise provided in this section, shall include the material and installation costs for up to a total of 100 feet of underground distribution line (including supply line) and underground service line per dwelling unit served, measured from the Company's existing electric system (from the bottom of the riser pole for overhead to underground connections) to each applicant's meter or point of attachment with respect to each residential building.

(b) Residential Applicants-Non-Mandatory Undergrounding: Where a residential applicant requests underground facilities in situations where the Company is not otherwise required to underground its facilities, the Company will bear, with respect to each residential building, the material and installation costs equivalent to those relating to the length of overhead facilities to which the applicant would otherwise be entitled, measured from the Company's existing electric system.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(2) Company's Cost Responsibility - Continued

(c) Elective Underground Installation: Where the Company elects to provide underground facilities, the Company must bear the material and installation costs relating to the necessary Company facilities that exceed the amount which the applicant would be required to pay if such facilities were installed overhead.

(d) Non-Residential Applicants-Mandatory and Non-Mandatory Undergrounding: Where requested to provide underground facilities by a non-residential applicant, or where a local governmental authority having jurisdiction to do so requires undergrounding for non-residential service, the Company must bear the material and installation costs equivalent to the cost that the Company would be required to bear if the facilities were installed overhead.

(e) Required Undergrounding by a Governmental Authority: If the Company receives an application for residential service outside of a subdivision which will require the installation of underground facilities solely because a governmental authority having jurisdiction to do so has required that the facilities be installed underground, and the per foot cost of installing the necessary facilities will be greater than two times the Company's experienced average cost per foot of installed underground facilities filed with the Public Service Commission, the Company may petition the Public Service Commission pursuant to 16 NYCRR Section 98.2 (e), to allow a greater contribution to the cost of installation of the facilities than this section would otherwise require, or to set up a special surcharge district.

(General Information - Continued on Leaf No. 35-D)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(2) Company’s Cost Responsibility - Continued

(f) Multiple Occupancy Buildings: Where the Company is required to place facilities underground to serve a residential multiple occupancy building, for any of the reasons listed in General Rule III-3 (E)(1)(b),(c), or (d), the Company shall bear the material and installation cost for up to a total of 100 feet of underground distribution, supply, and service line times the average number of dwelling units per floor. The total number of floors in the multiple occupancy building shall be used to determine the average number of dwelling units per floor.

(3) Customer’s Cost Responsibility: If to provide the service requested the Company must install or provide for the installation of facilities in addition to those whose cost the Company must bear under General Rule III-3 (E) (2) "Company’s Cost Responsibility", the Company shall impose on the applicant a lump sum charge equal to the material and installation costs of such additional facilities. A residing applicant may, in lieu of a lump sum payment, opt for a surcharge option as outlined in General Rule III - 3 (D) (3). The Company will allow non-residing applicants to perform trenching or other work required to install distribution lines, service lines, or appurtenant facilities within the subdivision in lieu of a surcharge or lump-sum payment provided that the Company and applicant are in agreement on the cost and scope of such work.

(a) With respect to such additional underground facilities that the Company installs to serve a residential subdivision in accordance with General Rule III - 3 (E) (1) (a) or (d), or a residential building or subdivision in response to a local governmental requirement in accordance with General Rule III - 3 (E) (1) (c), such lump sum charge shall equal the difference between the material and installation costs for underground facilities installed less the cost which the Company bears in accordance with General Rule III - 3 (E) (2) (a).
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(3) Customer's Cost Responsibility - Continued

Should additional dwelling units be later constructed within the same subdivision within a five year period, and take service from the same underground facilities, the Company will recalculate the charges paid by the non-residing applicant as if the additional dwelling unit(s) had been constructed at the time of the original construction, and refund without interest any monies due to the Customer.

(b) With respect to such additional underground facilities that the Company installs at the request of a residential applicant in accordance with General Rule III - 3 (E) (1) (d), such lump sum charge shall equal the difference between the material and installation costs for all of the underground facilities requested less the cost which the Company bears in accordance with General Rule III - 3 (E) (2) (b).

(c) With respect to such additional underground facilities that the Company installs at its own election in accordance with General Rule III - 3 (E) (2) (c), such lump sum charge shall equal the amount that the applicant would be required to pay if the distribution and service lines were installed overhead.

(d) With respect to such additional underground facilities that the Company installs for a non-residential applicant in response to the applicant's request or a local governmental requirement in accordance with General Rules III - 3 (E) (1) (c) and (d), such lump sum charge shall equal the difference between the material and installation costs for all underground facilities requested or required less the cost which the Company bears in accordance with General Rule III - 3 (E) (2) (d).

(e) With respect to such additional underground facilities that the Company installs for a multiple occupancy building project pursuant to General Rule III - 3 (E) (1) (b), (c), and (d), such lump sum charge shall equal the difference between the material and installation costs for all underground facilities installed less the cost which the Company bears in accordance with General Rule III - 3 (E) (2) (f).
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service – Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(3) Customer's Cost Responsibility - Continued

(g) Surcharge Form for Extension of Underground Facilities: For surcharge form for extension of underground facilities in excess of 100 feet, or for connection thereto of an additional Customer or a successor Customer, see Leaf No. 187.

For subdivisions and multiple occupancy buildings, the material and installation costs of underground distribution and service lines shall be determined by multiplying the trench footage by the Company's experienced applicable average cost per foot of installed underground facilities as set forth on the "Statement of Average Cost Per Trench Foot of Installed Underground Facilities" (Statement) filed with the Public Service Commission apart from this Rate Schedule. The Company's average cost per trench foot of supply, distribution, and service line shall be determined for each of the Company's customer service areas and will be filed with the Public Service Commission on or before April 15 to become effective on June 1 of each year based on the experienced average cost of all underground line extensions installed for the 12 months ended December 31 of the previous year.

For installations outside of subdivisions and multiple occupancy buildings, the material and installation costs of underground supply, distribution and service lines shall be determined in accordance with the Company's standard estimating procedures. After the facilities have been installed, the Company shall compare the actual costs of construction with the original cost estimate provided to the Customer and make the necessary reconciliations.

(4) Residential Subdivisions and Multiple Occupancy Buildings

(a) Sale of Lots Without Dwelling Units: Where the applicant will sell vacant lots and is not primarily engaged in the construction of dwelling units in a residential subdivision, the applicant will be required to pay the total cost of the underground distribution facilities. The cost will be determined by multiplying the total distribution trench footage by the Company's experienced applicable average cost per trench foot of installed underground facilities. This charge will be refunded to the applicant with interest at the rate specified by the Public Service Commission for Customer deposits at the rate of 100 feet per dwelling unit or the actual footage required per dwelling unit, whichever is lower, as meters are set for each dwelling unit. Any unfunded portion of the deposit, five years after the date the Company has informed the applicant in writing that it is ready to provide service, may be retained by the Company.

(General Information - Continued on Leaf No. 35-G)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(4) Residential Subdivisions and Multiple Occupancy Buildings - Continued

(b) Connection From Existing Electric Facilities to Residential Subdivisions: In the event the Company either intends, at its own discretion, or is required to place underground connecting supply lines between an existing electric system and the underground distribution lines installed within an applicant's residential subdivision, it shall inform the telephone company and cable television company serving the area in which the residential subdivision is located. If a new common access route from the existing electric system to the residential subdivision will be used, the connecting supply lines of the Company and the telephone company and cable television company shall be placed underground. Where any part of the supply line is to be placed overhead, an applicant must submit written application to the Company at least 75 days prior to the commencement of construction, and the Company will report such projected construction to the Public Service Commission no later than 45 days before such construction is commenced. The Commission reserves the right to require the underground installation of particular lines, on the basis of the relevant economic, engineering, or environmental factors.

Where a one-pole extension, including, but not limited to road crossing pole extensions, would enable an existing overhead distribution line to be connected to a proposed distribution line in a residential subdivision, such extension may be installed overhead, rather than underground.

(c) Deposits by Applicants: In order to guarantee performance, the Company may require a reasonable deposit from a non-residing applicant before construction is commenced, but in no event shall such deposit exceed the estimated total cost of construction. This deposit is in addition to the applicant's payment of its share of costs for installation and such deposit shall be returned to the applicant with interest, at the rate specified by the Public Service Commission for interest on Customer deposits, on a pro rata basis as each new Customer is connected with service.

Any portion of the deposit remaining unrefunded five years after the date the Company is first ready to render service from the underground electric distribution lines shall be retained by the Company.

(General Information - Continued on Leaf No. 35-H)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(4) Residential Subdivisions and Multiple Occupancy Buildings - Continued

(c) Deposits by Applicants: -Continued

Upon the mutual agreement of both the Company and an applicant, a bond may be posted in lieu of any deposit.

(d) Cooperation by Applicants: Each applicant shall cooperate with the Company in an effort to keep the cost of the construction and installation of underground electric distribution lines, service lines, and appurtenant facilities as low as possible, consistent with requirements for safe and adequate service.

The Company may require that all sewers, water facilities, drainage facilities, and curbs be installed before it commences construction within a residential subdivision.

(e) Street Lighting Facilities: Street Lighting standards shall be supplied, installed, and maintained by the builder or municipality. For proper coordination of required construction, a street lighting plan approved by the Company shall be established before street lighting work is performed by the Company.

(f) Installation of Overhead Facilities In a Residential Subdivision: In unusual circumstances when the application of this section appears impracticable or unjust to either party, or discriminatory to other Customers, or if the Company or the applicant believes that the new construction of underground distribution lines, service lines or appurtenant facilities within a residential subdivision would be less environmentally desirable than the new construction of overhead facilities, the Company or the applicant may petition the Public Service Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon before construction is commenced, or for granting of an exception, pursuant to 16 NYCRR Part 100.5 (b) and (c).

The Company may install overhead distribution lines in a residential subdivision or section thereof otherwise required to have underground distribution lines:

(i) when the developer of the residential subdivision is not primarily engaged in the construction of dwelling units within the residential subdivision; and

(ii) no governmental authority having jurisdiction to do so has required underground service; and

(General Information - Continued on Leaf No. 35-I)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,
Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(f) Installation of Overhead Facilities in a Residential Subdivision - Continued

(iii) either five years have elapsed from the sale of the first lot within the residential subdivision to the first application for installation and the Company has no indication that there will be other new applicants in the residential subdivision within six months, or five years have elapsed from the time of final approval of the residential subdivision or section thereof and less than 25 percent of the lots have been sold in the residential subdivision or any section thereof except where ten percent or more of the lots in the residential subdivision or any section thereof have been sold within the last two years. If the residential subdivision contains sections, percentage requirements must be met by every section of the subdivision and not just the section in which the distribution facilities are to be installed.

In cases where overhead installation would be permissible in accordance with General Rule III - 3 (E) (4) (f) (iii), except that less than five years have elapsed and the Company has reason to believe that the residential subdivision will not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial applicant(s), the Company may petition the Public Service Commission to allow overhead installation.

Service to a residential subdivision may be supplied overhead if no governmental authority having jurisdiction to do so has required undergrounding, and the Company can provide service to the entire subdivision by extending its facilities no more than 600 feet in a cul-de-sac where a portion of the street within the subdivision is served by overhead facilities within or at the entrance of the cul-de-sac; or by connecting an area between existing overhead facilities for a distance of 1,200 feet or less. In order to determine whether 1,200 feet or more of facilities must be constructed to connect existing overhead facilities, the measurement should be along the route of construction. This will usually be the street within the residential subdivision. The Company will report such overhead construction to the Public Service Commission on a quarterly basis for the reasons set forth in this paragraph, except for installing service lines to new applicants from existing overhead lines.

Service to a residential subdivision may be supplied overhead if no governmental authority having jurisdiction to do so has required undergrounding, by installing service lines to specific houses within the subdivision from existing overhead lines, even though the rest of the subdivision will be served underground.

(General Information - Continued on Leaf No. 35-J)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

(4) Residential Subdivisions and Multiple Occupancy Buildings - Continued

(f) Installation of Overhead Facilities in a Residential Subdivision - Continued

If the Company receives an application for service within a residential subdivision and the estimated per foot cost of installing the necessary distribution lines, service lines and appurtenant facilities will be greater than two times the Company's experienced applicable average cost per foot of installed underground facilities filed with the Public Service Commission, the Company or the applicant may petition the Public Service Commission to allow overhead installation.

(General Information - Continued on Leaf No. 35-K)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

3. Installation and Maintenance of Overhead and Underground Facilities - Continued

(E) Underground Facilities - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 35-L)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

4. Reserved for Future Use

5. Reserved for Future Use

(General Information - Continued on Leaf No. 36)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

6. **Space for Transforming Apparatus**

Where the Company considers transformers and associated equipment reasonably necessary for the adequate supply of service to a Customer or a Customer's premises the Customer shall provide suitable space and reasonable access thereto, without rental charge. To facilitate access and ventilation, such space shall, wherever practicable, be adjacent to the property line and should be outside the building and immediately below street grade.

Where space for transformers and associated equipment is at or immediately below street grade and adjacent to the property line, the Company, at its expense, will construct the transformer enclosures abutting the property line and will assume any compensation payable by the Company to the municipal authorities for any necessary sub-sidewalk transformer vaults and splicing chambers, and the Company will furnish, install and maintain the transformers and associated equipment therein.

7. **Interior Distribution Installation**

At the request of the Customer, the Company's transformers and associated equipment may be installed by the Customer at one or more points in the building or premises on the same or different levels, provided that the entire service installation within the premises, including the installation of, and connections to the Company's transformers and associated equipment, or replacements thereof, is made at the Customer's expense in accordance with the Company's specifications.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

8. Service Equipment

(A) Meter Installation: All electric service to a Customer at a single location will be rendered through a single meter except as hereinafter provided. Except in the circumstances described below, the Company will furnish, install, connect, and maintain such meter or meters as are necessary for metering electric energy and demand for Company billing purposes.

(1) Meters Owned by Customers: Customers billed under Rate II of Service Classification Nos. 5, 8, 9, or 12 or under Service Classification No. 13 may own the meter(s) that measure their electric service, provided that all electric meters for the Customer’s account are owned by the Customer. The meter(s) may be purchased from the Company or from a third party. The Company has the same rights and responsibilities to read, install, test, maintain, remove, and have access to meters that are Customer-owned as meters that are Company-owned. Only Commission-approved meters compatible with the Company’s metering infrastructure may be installed. The infrastructure requirements include compatibility with the Company’s meter reading systems, meter communication systems, billing, testing procedures, maintenance requirements, installation specifications and procedures, and security and safety requirements. A Customer owning the meter measuring service for billing purposes will not be billed a Meter Ownership Charge that is applicable to Customers for whom the Company furnishes the meter(s).

The Company will remove a Customer-owned meter if the condition of the meter or meter-related equipment or facilities presents a hazard, the meter is damaged or inoperable, the Company discovers a theft-of-service condition, or if required periodic or customer-requested meter testing cannot be conducted on site with the meter in place. Unless the meter removal is based on immediate safety concerns, the Company will attempt to substitute a meter of equal functionality while the Customer’s meter is removed or until another meter of the same type and functionality can be provided by the Customer. If the Company removes the Customer’s meter and unless the meter is held as evidence in a theft of service investigation, the meter will be reinstalled if practicable or turned over to the Customer for further disposition. The Customer will be liable for all costs associated with a meter replacement upon the basis of cost to the Company as defined in General Information Section IV-A, "Meter Upgrades and Purchases."

(2) Competitive Metering Services: A Customer may obtain Competitive Metering Services if its registered demand was 50 kW or greater for two consecutive months during the most recent twelve months. Competitive Metering Services are described in New York Practices and Procedures for the Provision of Electric Metering in a Competitive Environment (the “Meter Manual”) as adopted by the Public Service Commission in Case Nos. 00-E-0165 and 94-E-0952 and as may be amended from time to time by the Commission. The Meter Manual is set out in Addendum-MET to this Rate Schedule. A Customer for whom a Meter Service Provider provides the meter(s) will not be billed a Meter Ownership Charge that is applicable to Customers for whom the Company furnishes the meter(s). A Customer who obtains meter services from a Meter Service Provider will not be billed a Meter Service Provider Charge that is applicable to all other Customers. A Customer who obtains meter data services from a Meter Data Service Provider will not be billed a Meter Data Service Provider Charge that is applicable to all other Customers.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

8. Service Equipment - Continued
(A) Meter Installation - Continued

(3) Installation of More than One Meter: Upon the request of the Customer, as many meters as the Customer shall desire will be installed, provided the circuit or circuits connected to each meter are kept separate from all other circuits. In such case and in cases where a separate meter is installed in connection with the provision of excess distribution facilities, the service rendered through each meter will be computed separately and billed in accordance with General Rule III-11 (L) "Plural Meters-Billing of Charges."

When more than one meter is installed to measure the service of a single Customer at a single location, under any of the following conditions or circumstances as determined solely by the Company, the registrations of the meters will be combined and the Customer will be billed for such total use, computed as if all service had been rendered through a single meter, in accordance with General Rule III-11 (L) "Plural Meters - Billing of Charges":

(1) When the use of more than one meter is necessary to provide safe service;
(2) Where the use of more than one meter is required by a municipal ordinance;
(3) When a single meter cannot correctly measure the total service rendered;
(4) When the characteristics of service of the Customer were such that at the time the service connections were installed there was no single meter commercially available to correctly measure such service and multiple meters have been continued in use;
(5) When service is measured through two or more meters and the occupancy by the present Customer is temporary;
(6) When two or more service connections are necessary to provide service at the least expense to the Company;
(7) When in order to render proper and reliable service without undue interruptions more than one service connection is necessary and a meter or meters are connected with each service connection;
(8) When service of different characteristics is supplied and there is no meter commercially available to correctly measure such combined service.

The Company will furnish and maintain current and potential transformers necessary for metering purposes.

All transformers, meters, cables, and associated apparatus furnished by the Company shall remain its property and may be removed by it at any time.

(General Information - Continued on Leaf No. 38)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

8. Service Equipment - Continued

(B) Customer's Installation: Wherever it is provided that the Customer shall perform any work or furnish or maintain any equipment or facilities, the Customer shall do the same or cause the same to be done at the Customer's expense.

The Company will determine the location, and specify the type and manner of installation and connection, of the service terminating equipment and of the metering equipment and will furnish this information to the Customer upon request. The Customer shall obtain this information as one of the first steps in planning the electrical installation.

All construction by the Customer from the point of service termination to and inclusive of the meter equipment shall be subject to approval by the Company.

The Customer shall furnish, install, and maintain all wiring and equipment, including standpipes, conduits, fittings, wires, cables, fuses, end boxes, service switch, meter equipment (except meters and metering transformers), and meter wiring, beginning with the point of service termination. The Customer shall furnish, install and maintain the facilities necessary to accept outdoor meter(s) wherever feasible when service is provided to a new one-, two-, or three-family home or when the service conduit to an existing one-, two- or three-family home must be replaced in response to a Customer's request for an upgraded service.

If the Customer takes service from a Meter Service Provider, the Meter Service Provider will furnish, install, and maintain the meters for the Customer’s service. The Customer shall install and connect metering transformers on initial installation and upon subsequent alteration to the main cable or bus circuit. The Customer shall furnish and install meter wiring between metering transformers or meter equipment and the meters, but the Company or the Customer’s Meter Service Provider will make the final connection of such wiring to the meters. Where demand metering devices are required in addition to watthour meters, the Customer or the Customer’s Meter Service Provider shall furnish, install, maintain, and remove, as necessary, meter equipment for such devices.

The Customer shall provide, or arrange to be provided with, properly identified, suitable wiring and equipment to assure that all service supplied to the Customer, and only service supplied to the Customer, shall register on the meter(s) or other measuring device(s) used for the measurement and billing of the Customer's service. Where the Customer's service equals or exceeds 1000 amperes, and the service is measured by one or more current transformer meters installed and maintained by the Company, the Company shall not be liable to refund payments for service rendered more than 24 months before the Company became aware that such payments were based on incorrect billing resulting from the Customer's failure to provide, or arrange to be provided with, properly identified, suitable wiring and equipment, provided, however, that the Company shall be responsible for proving the connection between the current transformer and the meter pan(s) identified to the Customer's service.

If an interval meter was installed or would have been installed by the Company, and the Customer takes Competitive Metering Services from a Meter Service Provider, the Meter Service Provider must install an equivalent meter; if the Customer takes Competitive Metering Services from a Meter Data Service Provider, the Meter Data Service Provider must provide interval data to the Company.

(General Information - Continued on Leaf No. 39)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

8. Service Equipment - Continued

(B) Customer's Installation - Continued

To be billed for coincident maximum demand under the provisions of General Rule III - 11 (D) "Maximum Demand", the Customer shall furnish and install all necessary conduit and wiring between the watthour meters and associated metering devices, or provide remote communications capability at each meter, for connection by the Company. The Company at its discretion may accept alternate methods for developing coincident maximum demand.

The Company will not supply service until the Customer's installation shall have fulfilled the Company's requirements and shall have been approved by the authorities having jurisdiction over the same. The final connection for making the service alive shall be made only by the Company.

High tension service may be supplied in place of existing low tension service and to new buildings which do not have high tension protective switch equipment meeting Company specifications between the Company's incoming high-tension feeders and the Customer's transformer facilities, provided the Customer was supplied with such high tension service prior to January 1, 1998 or meets the conditions specified directly following subparagraph (B)(5) of this General Rule III-8 and all of the following conditions are satisfied:

(1) The Customer's distribution transformers, network protectors, and related low tension service facilities:

(a) are covered by an agreement with the Company providing for the maintenance and repair of the Customer's distribution transformers and related facilities;

(b) are owned by the same person or entity who, or which, has entered into an agreement with the Company providing for the maintenance and repair of the distribution transformers and related facilities, or who, or which, has notified the Company in writing that they have assumed the obligations of a predecessor in interest, and provides suitable evidence thereof;

(c) are located within or contiguous to the property line of the building or buildings to be supplied or are in the sidewalk in an enclosure which is adjacent to the property line;

(d) are in Customer owned or leased enclosures or supports which, except for the high tension connection, are physically isolated from the Company's distribution facilities;

(e) are electrically isolated from the Company's low tension distribution system;

(General Information - Continued on Leaf No. 40)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service – Continued

8. Service Equipment- Continued

(B) Customer’s Installation – Continued

(2) The entire service installation beyond the point of service termination of the Company's high tension feeders and the cost of conversion to high tension service, including the cost to the Company of changes to its facilities resulting from such conversion, will be made at the Customer's expense and in accordance with Company specifications;

(3) All the electricity supplied by the Company to any building shall be billed to a single Customer and shall be exclusively supplied from high tension service facilities, except that if two or more low tension characteristics of service are being supplied to a building, the Customer may retain one low tension characteristic, if, in the judgment of the Company, it will not affect the safety or reliability of the Company's service. When a high tension characteristic replaces a low tension characteristic, all of that low tension characteristic supplying a building must be replaced;

(4) Low-tension metering shall be adjusted for transformer losses;

(5) No service of other characteristics shall thereafter be introduced to the building or buildings, unless designated by the Company.

In addition, provided all of the above conditions are satisfied, high tension service shall be supplied to a Customer who:

(a) entered into a purchase and/or maintenance agreement with the Company for the facilities no later than June 30, 1998, or

(b) filed a dispute with the Commission about a high tension service application by June 30, 1998, and the Customer subsequently enters into a purchase and/or maintenance agreement with the Company for the facilities as of a date no later than that specified by the Commission or its designee in a final unappealable decision or order resolving the Customer complaint or, where resolved by the parties themselves, as of the date to which the parties agreed.

(C) Seals: All meters (regardless of ownership), meter equipment and other enclosures on the service side of the meter must be sealed and/or locked. No person, except a duly authorized employee of the Company or the Customer’s Meter Service Provider, shall be permitted to break or replace a seal or to alter or change a meter or its connections or location; except that, when wiring changes are being made by the Customer following receipt of Company specifications as to service supply, a qualified electrician may break the meter seal and remove and remount a meter when authorized to do so by the Company or the Customer’s Meter Service Provider.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service – Continued

8. Service Equipment- Continued

(D) Meters with Communications Capabilities:

(1) Except if meter data services are provided by a Meter Data Service Provider, the Company will provide and maintain the communications service for the following: (a) Customers served under Rider M on a mandatory basis; (b) Customers served under the Retail Access Schedule who would be served under Rider M on a mandatory basis if they purchased supply from the Company or who are served under Rider M on a mandatory basis pursuant to Special Provision C of Service Classification (“SC”) 14-RA; (c) Customers served under Rate II of SC 5, 8, 9, or 12, or SC 13, or the equivalent SCs of the Retail Access Rate Schedule; and (d) SC 14-RA Customers who were billed under Rate I or Rate II of SC 3 or 10 or the equivalent SC under the Retail Access Rate Schedule on and before February 1, 2004.

(2) The Customer, at its expense, will provide and maintain the communications service unless the Company is required to do so as specified in paragraph (1) above. If communications is by telephone line, the Customer shall provide a dedicated telephone line. If a Customer’s telephone line is not operational for any reason when the Company attempts to read the meter, the Customer will be assessed $50.00 on each monthly cycle date until the condition is corrected, and the Customer will be charged $19.00 for an on-site meter reading on each scheduled reading date.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

9. Customer's Wiring and Equipment

(A) Adequacy and Safety of Installation: The Company shall not be required to supply electric service until the Customer's installation shall have been approved by the authorities having jurisdiction over the same; and the Company further reserves the right to withhold its service, or discontinue its service, whenever such installation or part thereof is deemed by the Company to be unsafe, inadequate or unsuitable for receiving the Company's service or to interfere with or impair the continuity or quality of the Company's service to the Customer or to others.

(B) Customer's Repairs: All repairs to the Customer's installation and equipment shall be made by the Customer, and the Customer shall maintain the installation and equipment in the condition required by the authorities having jurisdiction and by the Company.

(C) Carrier Current Equipment: If a Customer uses the building wiring for a carrier current system for communication or signaling purposes, the Customer shall install suitable filter equipment or make other provisions approved by the Company to keep the Company's distribution facilities free from carrier currents produced by the equipment.

(D) Motors and Miscellaneous Apparatus: Before installing motors or miscellaneous apparatus, the Customer shall consult the Company regarding the characteristics of the service to be supplied and the manner in which the equipment may be connected. It is important that the characteristics of motors, motor starting equipment, and miscellaneous apparatus, such as welders and X-rays particularly in the matter of inrush currents, shall be such as not to impair the quality of service rendered by the Company to any of its Customers.

Considerable latitude in the amount of inrush current is permissible under certain conditions and the Company will give a written expression of opinion to any Customer as to the acceptability of the Customer's proposed installation in this respect. The Company, however, shall not be understood at any time as giving any assurance or warranty, expressed or implied, that particular conditions may not later require change, unless inrush currents are within limits specified by the Company as acceptable in any case.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,
Applicable to and Made a Part of All Agreements for Electric Service - Continued

9. Customer's Wiring and Equipment - Continued

(D) Motors and Miscellaneous Apparatus - Continued

For welders, X-rays and other inherently single phase apparatus requiring inrush current in excess of the
values allowed by the Company, the Customer shall provide rotating equipment for converting from three
phase to single phase, or other equipment such as capacitors, to reduce inrush current to a value acceptable to
the Company.

If miscellaneous appliances, such as furnaces, heaters and ranges, having 120 volt elements are supplied from
3 or 4 wire services, the elements should be so connected between the line wires and neutral that the operating
current unbalance will be a minimum.

(General Information - Continued on Leaf No. 42-A)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

9. Customer's Wiring and Equipment - Continued

(E) Metering for Coincident Demand

If the Customer has a multi-metered account with meters maintained by the Company, where demand is billed on a coincident basis, in accordance with General Rule III-11 (D), the Customer will maintain the impulse wiring connecting the meters and/or the remote communications equipment which permits the determination of coincident demand. If a Customer with Competitive Metering Services has a multi-metered account where demand is billed on a coincident basis, the Customer’s Meter Data Service Provider must provide the Company with billing determinants to bill the demand on a coincident basis. Where such coincident demand determinants cannot be provided for a billing cycle, the Customer’s Meter Data Service Provider must provide billing determinants so that the maximum demands can be billed on an additive basis.

When a defective impulse wiring condition is detected or remote communications capability is inoperative for a meter maintained by the Company, the Company will notify the Customer in writing. Following such notification, the Customer may: (a) repair the condition or (b) request that the meters be separated into two or more accounts to isolate the meter(s) affected by the condition, and may additionally request that the affected meter(s) be upgraded to interval meters as described in General Information Section IV-A, "Special Metering Services." If a Customer does not elect to separate the meters into multiple accounts or repair the condition within 60 days of notification from the Company, the Company will replace the affected watt-hour meters measuring the Customer’s service with watt-hour/demand meters, charge the Customer for the cost of such replacement based on the cost elements described in General Information Section IV-A, and bill the demand on an additive basis.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

10. Changes in Customer's Requirements

The capacity of the Company's facilities supplying service to an individual Customer is designed to provide adequate service to the installation existing at the time service was connected so that any material increase in load may result in poor quality of service, interruption of service or damage to the Company's facilities. The Customer shall give the Company reasonable advance notice of intention materially to increase the Customer's load so that adequate facilities may be provided.

When there is a change in the Customer's requirements for electric service or a change by the Customer from one Service Classification to another, or when the Customer includes in the requirements any service theretofore supplied to the Customer or to others under another agreement or agreements for service, the Customer shall make such changes and alterations in the wiring, meter equipment, and appurtenances and other parts of the Customer's installation as may be necessary to enable the Company to furnish safe and adequate service and to measure the electric service thereafter to be supplied through the meter or meters installed in accordance with General Rule III-8(A), "Meter Installation". Such changes and alterations shall be governed by the requirements applying to new installations. When a Customer takes Competitive Metering Services from a Meter Service Provider, the Meter Service Provider must furnish and install appropriate metering to reflect the change in the Customer's requirements.

(General Information - Continued on Leaf No. 43)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing

(A) Measurement Of Electric Service and Shared Meter Conditions: Bills will be based upon the registration of the Company-owned meters or approved Customer-owned or Meter Service Provider-furnished meters except as otherwise provided in this Rate Schedule. All service shall be measured according to the characteristics of the service supplied by the Company except that there shall be an appropriate adjustment for transformer losses in the computation of energy and demand charges for Customers receiving high tension service which is metered on the low tension side of the transformer.

In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers service used outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A Customer may request a copy of the entire rules governing shared meters from the Company.

(B) Testing of Meters: At such times as the Company may deem proper, or as the Public Service Commission may require, the Company will test Customer-owned meters and its meters and measuring devices in accordance with the standards and bases prescribed by the Public Service Commission. The Company may, but is not required to, test meters furnished by Meter Service Providers.

(C) Access to Premises: Except as provided in General Rule III-8 (C) "Seals", the Customer shall not permit access by anyone, except authorized employees of the Company, to the meters (regardless of ownership), equipment or any other property of the Company, and shall not interfere or permit interference with the same; and the Customer shall be responsible for their safe keeping on the premises. The Company's duly authorized representatives shall have the right of access to the premises of the Customer and to all of the Company's property thereon at all reasonable times for the purpose of reading and testing meters, inspecting equipment used in connection with its service, metering the demand, ascertaining and counting the connected load of the Customer's installation, installing, inspecting, maintaining and replacing, where necessary, its load testing equipment, removing its property, or any other proper purpose except as provided below.

A duly authorized representative of the Company may enter Customer premises at all reasonable times upon exhibiting proper identification and written authority for the purpose of inspecting and examining the meters, pipes, fittings, wires, and other apparatus for regulating, supplying and/or ascertaining the quantity supplied.

(General Information - Continued on Leaf No. 44)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(C) Access to Premises - Continued

However, in non-emergency situations, entry to the premises of residential Customers shall be limited to non-holiday workdays between 8 A.M. and 6 P.M., or at such other reasonable times as may be requested by a residential Customer; or between 8 A.M. and 9 P.M. on any day when there is evidence of meter tampering or theft of service. However, when an emergency may threaten the health and safety of a person, the surrounding area, or the Company's distribution system, or when authorized by a court order, entry by authorized Company representatives shall be permitted at any time for purposes of the inspection and examination permitted under this paragraph. A Customer who at any time, directly or indirectly prevents or hinders the inspection or examination provided under this provision, at any reasonable time, may be billed a $100 penalty charge for each such offense. In addition, the Company shall have all other remedies against such a Customer as are provided under this tariff or at law.

Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection of Company apparatus supplying a non-residential Customer as soon as reasonably possible and within 60 calendar days of the following:

(1) a request contained in a service application pursuant to the rules of the Public Service Commission;
(2) a reasonable Customer request;
(3) the issuance of a field inspection order in accordance with an automatic Company bill review program;
(4) notification from any reasonable source that service may not be correctly metered;
(5) a directive by the Public Service Commission or its authorized designee.

(D) Maximum Demand: The Maximum demand when determined by a demand meter shall be the highest 30 minute integrated demand occurring during the billing period in which such use is made.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(D) Maximum Demand - Continued

Whenever service is terminated to a Customer's premises and the same Customer applies for, and receives, service at the same location, within what would have been the same billing period, but for the termination in service, the maximum demand for the billing period shall be determined as though there had been no termination of service.

A Customer, entitled under the provisions of this Rate Schedule to have maximum demands added for billing purposes, may be billed for coincident maximum demand, provided that: (1) the Customer furnishes and installs all necessary conduit and wiring between the watthour meters and associated metering devices, or provides remote communications capability at each meter, for connection by the Company or the Customer's Meter Service Provider, and maintains the impulse wiring and/or remote communications equipment in accordance with General Rule III-9 (E); (2) no watthour meter will be connected with any other watthour meter or watthour meters for the measurement of coincident demand unless its rated capacity is 1 percent or more of the rated capacity of each other watthour meter to be so connected; (3) high tension service at 138,000 volts is not combined with high tension service below 138,000 volts on the same account if it is served under Service Classification No. 14-RA of the Retail Access Rate Schedule; and (4) high tension service at any voltage is not combined with low tension service under the same account under any Rate Schedule. Billing will be permitted on a coincident demand basis for high tension service at 138,000 volts and high tension service below 138,000 volts under Service Classification No. 14-RA, and for combined high tension service and low tension service under any Service Classification, if the Customer was billed for such service on a coincident demand basis prior to February 1, 2004.

Whenever electric service of the same or different characteristics is supplied through two or more watthour meters under a single agreement the Company may compute the maximum demand, in lieu of installing a demand measuring device, for any watthour meter which has not registered more than 360 kilowatthours per month in 2 consecutive months during the preceding 12 months, on the basis of 0.1 kilowatt for each 18 kilowatthours of registered consumption during a monthly billing period.

The Company reserves the right to meter the demand of any Customer.

(General Information - Continued on Leaf No. 46)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(E) Meter Reading and Billing Period: Thirty days is considered a month for billing purposes. Unless otherwise specified in this Rate Schedule, rates and charges are stated on a 30-day basis. In the ordinary course of business, meters are scheduled by the Company to be read and bills are rendered monthly (approximately 30 days) or bi-monthly (approximately 60 days). The Company prepares such schedules in advance. Where meters are scheduled to be read bi-monthly, the Company may render an interim, averaged bill for the first month (approximately 30 days) of the bi-monthly period. Where demand meters are installed for billing purposes the Company will schedule meter readings monthly. The Company reserves the right to schedule meter readings and render bills at any other interval of time. Meter Data Service Providers must provide meter reading data, billing determinants, and interval data, as applicable, in a timeframe consistent with the requirements of the Company.

Except for meters served by Meter Data Service Providers:

1) The Company shall attempt to obtain an actual meter reading for each scheduled meter reading for each Customer account by a visit to the Customer's premises. In the case of non-residential Customers the visit shall be between 8 A.M. and 5 P.M. on a business day.

2) Where the Company did not obtain an actual reading from the meter(s) of a demand account at the time of a regularly scheduled or follow-up reading attempt, the Company shall make another reading attempt as soon as possible and within seven calendar days after its last attempt.

3) Where the Company has billed a non-residential Customer's account based on the readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent reading attempt and, until successful, try to gain access to and read the meter.

(F) Proration of Monthly Rates and Charges: Where the Company renders a bill for other than a 30 day period, the rates and charges will be prorated, unless otherwise specified, on the basis of the number of elapsed days divided by 30; except that a Customer who terminates service less than 30 days after the commencement of service, will be billed for a month.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(G) Unmetered Service: Where the Customer's only utilization equipment consists of warning lights, electric signs or the like, having a total rated capacity of less than 10 kw and an estimated use of less than 3,000 kwhr per month and such equipment has a definitely determinable demand, and is operated on a fixed schedule, the Company may supply unmetered service at the applicable Service Classification rates and charges, upon the basis of the usage determined by the Company and endorsed upon the agreement for service. Unmetered service will not be supplied at any location where the Customer is supplied with metered service or to any account served under Service Classification No. 14-RA of the Retail Access Rate Schedule. The Company reserves the right at any time to meter service previously supplied on an unmetered basis.

(H) Backbills: Except as provided below, the Company shall not backbill a non-residential Customer:

(1) more than 6 months after the Company actually became aware of the circumstances, error, or condition that caused the underbilling, unless a court extends the time to render a backbill;

(2) for service rendered more than 12 months before the Company actually became aware of the circumstances, error, or condition that when the failure was due to Company deficiency caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect;

(3) for service rendered more than 24 months before the Company actually became aware of the circumstances, error, or condition that caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect.

Backbilling for residential and non-residential Customers is subject to the rules of the Public Service Commission.

For any period when the Customer obtained Competitive Metering Services, the Company’s right to backbill will not be limited for meter-related conditions that arose or could reasonably have been discovered during that time.

(General Information - Continued on Leaf No. 48)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(I) Estimated Bills: The Company may render an estimated bill for a regular cycle billing period for Company-owned or Customer-owned meters only when:

(1) the Company has failed to obtain access to the meter(s);

(2) circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the Customer in writing of the specific circumstances and the Customer's obligation to have the circumstances corrected;

(3) the Company has good cause for believing that an actual or Customer reading obtained is likely to be erroneous; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;

(4) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;

(5) an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;

(6) an estimated reading has been prescribed or authorized by the Public Service Commission for a particular billing cycle;

(7) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or

(8) an unmetered condition was in existence during the period.

The Company may render an estimated bill for a regular cycle billing period for meters served by Meter Data Service Providers, when:

(1) the Company determines that an actual reading is likely to be erroneous;

(2) the Company does not receive an actual reading in a timely manner;

(3) the Company determines that an estimated reading is likely to be erroneous;

(4) an estimated reading has been prescribed or authorized by the Public Service Commission for a particular billing cycle;

(5) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or

(6) an unmetered condition was in existence during the period.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(J) No Access Procedure - Non-Residential Accounts:

The Company will be exempt from the requirements of the No Access Procedure for meters served by Meter Data Service Providers.

(1) The Company shall provide no access notices for non-residential accounts when the bill has been estimated pursuant to General Rule III-11 (I) (1) or (2) commencing with: the second consecutive estimated bill to an account billed for demand; or the fourth consecutive estimated bill in the case of an account not billed for demand; or the tenth consecutive bill based on a remote registration device or a Customer reading.

(2) The no access notices and charges shall be directed only to the access controller. In any case where the access controller is not the Customer of the subject account, a copy of these no access notices shall also be sent to the Customer at the same time.

(3) The series of no access notices shall be as follows:

(a) The first notice shall advise the access controller that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, a no access charge not to exceed $100 per building will be added to the access controller's next bill and to every bill thereafter until access to the Customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the Customer's meter if the access controller calls a specified telephone number.

(b) The second notice shall advise the access controller of the no access charge that has been added to the access controller's bill and that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, another charge will be added to the access controller's next bill. The notice shall further explain that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court order to gain access to the Customer's meter will follow. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the Customer's meter if the access controller calls a specified number.

(General Information - Continued on Leaf No. 50)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(J) No Access Procedure - Non-Residential Accounts - Continued

(3) (c) The third and each successive notice shall advise the access controller of the no access charge that has been added to the access controller's bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the Customer's meter.

(K) No Access Procedure - Residential Accounts:

(1) After the Company has rendered a maximum of four consecutive estimated monthly bills or two consecutive bi-monthly bills to a residential Customer, the Company shall seek to obtain an actual meter reading for the next billing period by various means including but not limited to requesting the Customer to use a dial card. The Company may also notify the Customer that the Company will arrange a special appointment for a meter reading. In the case of a Customer residing in a multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, in which the meter is not located in the Customer's apartment the Company shall notify the Customer's landlord, or the landlord's managing agent, or the building superintendent, that such a special appointment may be arranged to obtain an actual meter reading. If the Company's records do not contain the address of the person, Customer's landlord, the building agent or the building superintendent, the Company shall request such information from the Customer.

(2) After the Company has rendered a maximum of six consecutive estimated monthly bills or three consecutive bi-monthly bills, and has received no response to its request for a special appointment, the Company shall send a second letter to the Customer and the person who controls access to the meter, offering a special appointment to obtain a meter reading and may advise the recipient(s) that failure to make such appointment shall result in an additional charge of twenty-five dollars applicable to the next bill rendered to the person who controls and refuses access to the meter. If a suitable response to this second letter is not received within 14 calendar days of the date of its mailing, a special charge of twenty-five dollars may be added to the next bill of the person who controls access to the meter.

(General Information - Continued on Leaf No. 51)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(K) No Access Procedure - Residential Accounts - Continued

(3) If the Company has not received a reply to its second special appointment letter within two months of mailing, the Company may notify the Customer or the person who controls access to the meter, by certified mail, that in accordance with the Public Service Commission's directive, the Company may apply for a court order to gain access to the Company's meter or meters for the purpose of removing and replacing the meter or meters. It shall be the responsibility of the person who controls access to the meter, to pay the court costs and the costs of removing and replacing the meter or meters.

(4) The Company shall install outdoor meters or remote registers for all new one, two, and three family homes wherever feasible. The installed cost of the facilities to accept an outdoor meter, or the installed cost of the facilities to accept a remote meter register, plus the cost of said remote meter register shall be borne by the Customer.

The Company shall have the right to invoke paragraphs 1-3 of these rules whenever a Customer with a remote reading device has not provided access to the indoor meter for four consecutive monthly billing periods.

(L) Plural Meters-Billing of Charges: When, upon the request of the Customer, more than one meter is installed to measure the service of a single Customer at a single location, or where electric service supplied through excess distribution facilities is separately metered from other electric service supplied to the Customer, the service rendered through each meter, so installed, will be computed separately and billed in accordance with the applicable Service Classification. Where more than one meter is installed to measure the service of a single Customer at a single location, under the conditions or circumstances set forth in the numbered sub-paragraphs of General Rule III - 8 (A) "Company's Installation", the amount of energy registered by each watthour meter will be combined, and the maximum demands will be added for billing purposes.

Except in accordance with this provision or other specific provision therefore contained in this Rate Schedule, the amount of electric service supplied through more than one meter will not be combined for billing purposes.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(M) Billing of Changes in Rates: The rates, charges, and classifications of service set forth in this Rate Schedule or in amendments thereof by revised leaves hereafter duly filed and in effect shall, unless otherwise expressly stated therein, apply to service supplied to the Customer commencing with the first scheduled meter reading date on or after the effective date set forth in such Rate Schedule or revised leaves thereof.

(N) Payment of Bills, Charge for Late Payment, and Charge for Dishonored Payment: Bills of the Company for service are due on presentation, if hand delivered, or three days after the mailing of the bill and are payable by mail or at any business office of the Company or to any duly authorized collector of the Company.

A late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period will be applied to the accounts of all Customers as provided herein, except for state agencies which instead will be subject to interest charges in accordance with the provisions of State Finance Law Article XI-A (L. 1984, Ch. 153, effective July 1, 1984). The charge will be applied to all amounts billed, including arrears, and unpaid late payment charges which are not received by the Company within at least 20 days of the date payment is due. The charge will also be applied to amounts due by non-residential Customers under deferred payment agreements for arrears. The charge will not be applied to back bills unless the backbill is for service to or through tampered equipment, or the Company can demonstrate either that the unbilled service condition began since the Customer initiated service or that the Customer knew or reasonably should have known that the original billing was incorrect. In addition, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company. The late payment charge will be applied to the account of any such person or Customer in cases where the Company has underbilled, or failed to bill, because the person or Customer was receiving service through tampered equipment. The charge will apply to the amounts found to be due and owing for each monthly billing period, including all amounts due for preceding monthly billing periods and any late payment charges thereon. Notwithstanding any other provision in this paragraph, the charge will not apply unless the Company can demonstrate either that the condition began on or after the date the Customer initiated service, or that the Customer actually knew, or reasonably should have known the original billing was incorrect.

Effective October 13, 1997, the Company shall waive the first late payment charge assessed on the account of a Customer receiving service under Service Classification No. 1 or 7.

The Company shall waive late payment charges on all bills issued on or after July 3, 2000 through August 30, 2000.

(General Information - Continued on Leaf No. 53)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(N) Payment of Bills, Charge for Late Payment, and Charge for Dishonored Payment - Continued

Pursuant to Public Service Law Section 38, the Company shall offer any residential Customer, 62 years of age or older, a plan for payment on a quarterly basis of the charges for service rendered, provided that such Customer's average annual billing by the Company is not more than $150.

An applicant or Customer making payment by a negotiable instrument that is subsequently dishonored shall be liable for a fee of $12.00.

(O) Interest on Customer Overpayments: The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 145 subject to any applicable statute of limitations. A Customer overpayment is defined as payment by the Customer to the Company in excess of the correct charge for electric service supplied to the Customer which was caused by billing by the Company that is erroneous due to the Company's own mistake.

The rate of interest on Customer overpayments shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the Service Classification under which the Customer was billed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded.

Refunds to Customers after August 24, 1992, shall be made according to the provisions of this section. The Company will not be required to pay interest on Customer overpayments that are refunded to Customers within 30 days after such overpayment is received by the Company.

(P) Tampered Equipment: In the event evidence of tampered equipment is found at any premises, the Company may:

(1) If the premises are occupied by only one Customer, upon thirty days' notice to the Customer, seek permission from the Public Service Commission to relocate the meter equipment to a secure location, including a location outside the building. In connection with the relocation of the meter, the Company, after a reasonable attempt to consult with the Customer, may determine the new location of the meter equipment. It will then specify the type and manner of installation to the service terminating equipment and the meter equipment and present this information to the Customer. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of such relocation shall be divided equally between the Company and the account of the Customer.

(General Information - Continued on Leaf No. 54)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(P) Tampered Equipment - Continued

(2) If the premises are occupied by two or more Customers, send a first notice of the tampering to the Customer and the responsible party demanding that adequate security be provided so that tampering does not recur. The first notice shall list the actions that may be taken by the Company under paragraphs (a) and (b) hereof in the event that tampering recurs. If, at any time after thirty days and within one year of sending the first notice, evidence of tampered equipment is again found, and the responsible party has not taken reasonable steps to secure a common meter room, the Company shall:

(a) Send a second notice of the tampering to the Customer and the responsible party stating that starting with the date the second notice is sent and thereafter for the period in which the tampering persists, the Company will add to the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, charges, which the Company may estimate, for the electricity used on the premises but not metered as a result of tampering. Such charges shall be separately calculated and itemized for each unmetered account. The second notice shall also list the other actions that may be taken by the Company under paragraph (b) hereof.

(b) If thirty days or more after sending the second notice, evidence of tampered equipment is again found and the responsible party has not taken reasonable steps to secure a common meter room, the Company may as a condition of continued service, with the assistance of the responsible party as hereinafter specified, and after obtaining permission from the Public Service Commission, relocate all or part of its meter equipment to a place which is more secure, including a place outside of the building. In connection with the relocation of the meters, the Company, after a reasonable attempt to consult with the responsible party may determine the new location of the meters. It will then specify the type and the manner of installation and connection to the service terminating equipment and present this information to the responsible party. The responsible party will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility.

(General Information - Continued on Leaf No. 55)
**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

11. Metering and Billing - Continued

(Q) **Inability to Obtain Access to Terminate Service:** In the event that the Company has sent a Customer notice of its intention to terminate service for non-payment, or the Company is seeking to terminate service to a meter for which there is no Customer of record, and thereafter the Company is unable to disconnect service because a Company representative has attempted to gain access to the meter and has been affirmatively denied access:

1. The Company shall send a notice to the Customer or occupant and the responsible party, requesting access to the meter at one of several appointed times within thirty days. The notice shall include a Company phone number and address to be used to advise the Company as to the time selected.

2. If the Company, acting with diligence, is thereafter unable to gain access to the meter, it may add a charge to the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, equal to its estimate of the electricity used on the premises starting after the thirty-day period provided for in paragraph (1) hereof, and continuing for the period in which the condition persists. Such charge shall be separately calculated and itemized for each account included in the estimate. The estimated charge will be adjusted after the meter is read to reflect actual usage. Also, the Company may seek permission from the Public Service Commission to relocate all or part of the meter equipment to a location outside the building. In connection with the relocation of the meter equipment, the Company, after a reasonable attempt to consult with the responsible party, may determine the new location of the meter equipment. It will then specify the type and manner of installation and connection to the service terminating equipment and meter equipment and present this information to the responsible party. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any such relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, and if there is no common facility it shall be divided equally between the Company and the account of the owner or occupant.

3. The Company's procedures for termination of service when there is no Customer of record shall not be inconsistent with the procedures applicable under the Public Service Commission's rules for termination of service when there is no Customer of record.

(General Information - Continued on Leaf No. 56)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(R) Applicability of Charges and Terminology:

(1) The charges provided for in paragraphs (P) and (Q) hereof shall in all respects be treated in the same manner as other charges for service, and failure to pay them shall constitute grounds for discontinuance of service.

(2) As used herein -

Responsible party means the Customer for the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, or the Customer of record, where the meter is located inside the apartment. Where one tenant rents or leases the entire premises and in turn sublets, the sublessor shall be deemed the responsible party and the Rate Schedule shall apply as described in paragraph (P) (2).

Notices by the Company shall be sent by certified mail or mailgram. All time periods related to notices in these provisions shall be measured from the date the notice is sent. Each notice, other than that requesting access to read the meter, must advise the Customer or responsible party of the right to appeal the Company's application of the provisions of this Rate Schedule to the Consumer Services Division. The notice shall contain an address and telephone number of the Consumer Services Division office and shall expressly invite the Customer to contact that office in cases of dispute concerning liability under the Rate Schedule.

Taking reasonable steps to secure a common meter room is not limited to, but includes, installation of a steel, security, fireproof door, and a lock. In establishments containing large entrance ways, installation of cinderblocks to constrict the entrance way and/or installation of accordion steel gates, or suitable alternatives, will be required.

(General Information - Continued on Leaf No. 57)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(S) Levelized Payment Plans: The Company shall offer a levelized payment plan to its Customers at least annually, except for the following non-residential Customers:

1. those with less than 12 months of billing history at the premises or seasonal, short-term or temporary Customers;

2. those in arrears or those who for any reason ceased being billed on a previous levelized payment plan before the end of the plan year in the past 24 months;

3. interruptible Customers, or those whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

The Company may only remove a non-residential Customer from its levelized payment plan if the Customer becomes ineligible under subparagraph (1), (2), or (3) of this paragraph. However, if delinquency is the cause of the ineligibility the Company must first give the Customer the opportunity to become current in payment, provided that such an opportunity need be given only once in any 12 month period. Each levelized bill shall clearly identify consumption and the amount that would be due without levelized billing.

(T) Deferred Payment Agreements: The Company will offer any eligible Customer or applicant a deferred payment agreement as required by 16 NYCRR Section 11.10 for residential Customers and 16 NYCRR Section 13.5 for non-residential Customers which sets forth in detail the procedures summarized here. The agreement offer will be made to residential Customers in duplicate on the forms set forth on Leaves 198 - 200 of this tariff and to non-residential Customers on the form set forth on Leaves 195 - 197.

1. Residential Customers:

   (a) Eligibility: All residential Customers and applicants are eligible for an agreement unless the Customer has broken an existing payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission determines that the Customer or applicant has the resources to pay the bill.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

   (T) Deferred Payment Agreements - Continued

       (1) Residential Customers - Continued

           (b) Written Offers: A specific written offer will be made to eligible Customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a Customer has broken an agreement that was for a shorter period than the standard agreement.

           (c) Negotiating Agreements: Before making a written offer, the Company will make a reasonable effort to contact eligible Customers or applicants in order to negotiate agreement terms that are fair and equitable considering the Customer's financial circumstances. The Company may, at its discretion, require the Customer to complete a form showing his or her assets, income and expenses and provide reasonable substantiation of such information, and if it does so, it shall treat all such information confidentially. The Company also may postpone a scheduled termination for up to 10 days for the purpose of negotiating an agreement.

           (d) The Standard Agreement: If the Company and the Customer or applicant are unable to agree upon specific terms, the Company will offer an agreement with the following terms:

               (i) a down payment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and

               (ii) monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

           (e) Entering the Agreement: The copy of the written agreement must be signed by the Customer and returned to the Company along with any required downpayment in order to be valid and enforceable. In the case of Customers who are subject to a final notice of termination, the signed agreement must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid termination. If the agreement is not signed and returned as required along with any required down payment, the Company shall have the right to terminate service.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(T) Deferred Payment Agreements - Continued

(1) Residential Customers - Continued

(f) Renegotiating Agreements: If a Customer or applicant demonstrates that their financial circumstances have changed significantly because of circumstances beyond the Customer's control, the Company will amend the terms of the agreement to reflect such changes.

(g) Broken Agreements: If a Customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final notice of termination. If a Customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR Section 11.4 of the Regulations and General Rule III - 15, "Termination of Service", of this tariff.

(2) Non-Residential Customers:

The offer of a deferred payment agreement to an eligible non-residential Customer shall be in writing and shall be made at least five days before the termination of service for non-payment, or eight days if mailed. The offer may require the Customer to make a downpayment of up to 30 percent of the arrears on which a termination notice is based or twice the Customer's average monthly usage, whichever is greater, plus any charges billed after issuance of the termination notice which are in arrears when the agreement is made. In the event of a field visit to physically terminate service the downpayment amount may be increased to the greater of 50 percent of the arrears or four times the average monthly usage, plus the charges in arrears as previously defined. The agreement may also require the payment of late payment charges as well as the balance due in monthly installments of no higher than the cost of the Customer's average monthly usage or one-sixth of the balance, whichever is greater. Deferred payment agreements shall also be offered to non-residential Customers when a backbill exceeds the cost of twice the Customer's average monthly usage or $100, whichever is greater, provided however, that the Company shall not be required to offer an agreement when the Customer knew or reasonably should have known that the original billing was incorrect. These agreements may require the Customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the Customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(U) Minimum Monthly Charge for Demand-billed Customers

(1) A Minimum Monthly Charge is applicable to all customers billed for demand under Service Classification Nos. 5, 8, 9, 12, and 13, including Customers billed under the rates of one of these Service Classifications but served under Service Classification No. 14-RA of the Retail Access Rate Schedule; provided, however, a Minimum Monthly Charge is not applicable (i) as specified in General Rule III-11(W), (ii) to Customers served under Rider R or Rider Y, and (iii) to certain temporary service customers as provided below.

High-tension Customers served by temporary service pursuant to General Rule III-1(F) are exempt from the Minimum Monthly Charge if they are billed for service under Rate II or Rate III of Service Classification Nos. 8, 9, or 12, Rate II of Service Classification No. 5, or Service Classification No. 13, and electricity is used exclusively during off-peak hours (i.e., the entire 48 hours of Saturday and Sunday, and 10PM through 8AM, Monday through Friday). If such a Customer uses service during on-peak hours in any month, the account will become ineligible for the Minimum Monthly Charge exemption for that month and the successive 17 months.

(2) The Minimum Monthly Charge is equal to the product of the Customer's Contract Demand and 40 percent of the Demand Delivery Charges per kW applicable to such Customer under the Customer's applicable rate.

(3) Each month, the Company will determine for each Customer: (a) the monthly Pure Base Revenue, (b) the monthly Pure Base Revenue plus the Monthly Adjustment Clause ("MAC") exclusive of the Adjustment Factor – MAC, and (c) the Minimum Monthly Charge.

(4) For any month in which the Minimum Monthly Charge exceeds the monthly Pure Base Revenue and the monthly Pure Base Revenue plus the MAC, the Customer will pay the Minimum Monthly Charge in place of the following: (a) the MAC, (b) Demand Delivery Charges, and (c) Energy Delivery Charges. Such Customer will continue to be subject to the Billing and Payment Processing Charge as specified in General Information Section VIII(B), Charges for Metering Services unless those services are taken competitively, the Adjustment Factor – MAC, the System Benefits Charge and Renewable Portfolio Standard Charge, Supply Charges if the Customer is a Full-service Customer, and all other applicable rates and charges.

(5) Contract Demand is described in the "Minimum Monthly Charge" provision of the applicable Service Classification. Any Customer may request a revision of the Contract Demand, and the Contract Demand will be adjusted to a lower level if the Customer demonstrates to the Company, in advance, permanent changes to the electrical load in its premises through changes in equipment or changes in the kind of business or activity conducted that will make it highly improbable that the Customer's current Contract Demand will be experienced in the future. No such adjustment may be based on expectations of changes in weather. For a Customer whose Contract Demand has been reduced in the current month, subsequent Contract Demands will be determined in the same manner as for all other Customers, except that the demand history prior to the reduction will not be considered in determining the Customer's Contract Demand for subsequent months.

(General Information - Continued on Leaf No. 59-B)
GENERAL INFORMATION – Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 59-C)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 60)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(V) [Reserved for Future Use]

General Information - Continued on Leaf No. 60)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(W) Billing Applicable to Service Under Certain Economic Development Programs

(1) Definitions and Abbreviations of the Applicable Economic Development Programs:

“CW” refers to service under Service Classification No. 15-RA of the Company’s Retail Access Rate Schedule.

“ED” refers to service under Rate I or Rate II of the Company’s EDDS Rate Schedule.

“PFJ” refers to service under Rider Q of this Rate Schedule.

“RNY” refers to service under Service Classification No. 9, Special Provision Q of this Rate Schedule.

“WTC” refers to service under Special Provision No. 16 of the PASNY Rate Schedule.

(2) If an allocation of power and energy is made under CW, ED, PFJ, and/or WTC, the following rules will apply:

(a) Prioritization of Power and Energy Served under each Economic Development Program: If service is taken under one or more of the above programs, power and energy to be served under each program will be determined in the following priority order, with the highest priority listed first and lowest priority listed last:

   ED
   CW
   PFJ
   WTC
   RNY

(b) Allocating Demand to the Various Programs:

   The demand served under ED, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand.

   The demand served under CW, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED.

   The demand served under PFJ, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED and CW.

   The demand served under WTC, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED, CW and PFJ.

   The demand served under RNY, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED, CW, and WTC. Demand will not be served simultaneously under PFJ and RNY.

(General Information - Continued on Leaf No. 59-F)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued

(2) - Continued

(b) Allocating Demand to the Various Programs - Continued

“Registered” monthly maximum demand, as indicated in this subparagraph and elsewhere in this General Rule, means “billable” demand for a Customer served under Special Provision D of Service Classification No. 9 of this Rate Schedule or the corresponding Service Classification in the Retail Access Rate Schedule.

(c) Allocation Ratio

The “Allocation Ratio” under each program equals the demand served under that program, as determined in subparagraph (b) above, divided by the registered monthly maximum demand, except as follows:

If billing is issued under Standby Service rates for service under an economic development program and/or for remaining requirements, the “Allocation Ratio” under each program equals the demand served under that program, as determined in subparagraph (b) above, divided by the Contract Demand at the premises, provided, however, that the Allocation Ratio cannot exceed 1.0.

(d) Allocating Energy and Reactive Power Demand to the Various Programs

Energy served under each program will be equal to the total kilowatthour usage for the month multiplied by the Allocation Ratio.

The Company’s delivery system is designed to address Customers’ real and reactive power needs. If Reactive Power Demand Charges are applicable, they will be billed by the Company under each program to the responsible party in accordance with the Allocation Ratio.

(e) Service for Any Remaining Requirements

Any difference between the total demand and energy served under the programs and the registered monthly maximum demand and kilowatthour usage for the month will be supplied and billed to the Customer under this Rate Schedule; provided, however, that, if a Customer takes service under the Retail Access Rate Schedule, the demand and energy in excess of that served under the programs will be supplied by the Customer’s “ESCO” or the Direct Customer’s “Supplier” (as those terms are defined in the Retail Access Rate Schedule), and the energy delivery service for power and energy supplied by the ESCO or Supplier will be billed to the Customer under the Retail Access Rate Schedule. If Reactive Power Demand Charges are applicable, any kVar in excess of that billed under each program will be billed by the Company to the Customer under this Rate Schedule or the Retail Access Rate Schedule, as applicable. Service will be provided under this Rate Schedule or the Retail Access Rate Schedule at the rate that would have otherwise been applicable if allocation(s) had not been made under the program(s). If the Customer is billed under Standby Service rates, the kW of Daily Peak Demand for each specified time period will be determined for each day in the billing period for which As-used Daily Demand Delivery Charges are to be determined by multiplying the Daily Peak Demand for the time period by one less the Allocation Ratio(s).
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued

(2) Continued

(f) If a Customer is billed for both high tension and low tension service under a single agreement: (i) the high-tension demand served under each program will be equal to the demand served under the program, as specified in subparagraph (b), multiplied by the ratio of the high tension registered monthly maximum demand to the total registered monthly maximum demand; and (ii) the high tension energy served under each program will be equal to the high tension kilowatthour usage for the month multiplied by the ratio of the high-tension demand served under the program to the total high-tension registered monthly maximum demand. The low tension demand served under each program will be equal to the total demand served under the program less the high tension demand served under the program. The low tension energy to be served under the program will be equal to the total energy served under the program, as specified in subparagraph (c), less the high tension energy served under the program. Any remaining high-tension and low-tension demand and energy will be served pursuant to subparagraph (e).

(g) Where service is provided under Time-of-Day rates, the demand to be billed in the delivery service time periods under each program will be equal to the total demand in each of the respective time periods multiplied by the Allocation Ratio; the energy to be billed in the on-peak and off-peak billing periods under each program will be equal to the total kilowatthour usage for the month in each time period multiplied by the Allocation Ratio.

(h) Service under Riders P, U, or V

For a Customer served under Rider U, the Rider U payment amount, when based on the adjusted real-time, zonal Locational Based Marginal Price, will be calculated separately for each applicable Economic Development Program. The load reduction under each program will be equal to the total reduction multiplied by the Allocation Ratio.

When payment is made under Riders P, U, or V, the payment amount to be made by bill credit will be equal to the total payment amount multiplied by the ratio of (i) the demand served under subparagraph (e) above plus any demand served under Rider Q or RNY to (ii) the registered monthly maximum demand. Any remaining balance will be paid by check.

(i) Minimum Monthly Charge (“MMC”)

The MMC is not applicable if all or part of the Customer’s requirements are served under one of the economic development rate programs described in paragraph (1) of this General Rule.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued

(2) Continued

(j) Competitive Services

Customers who are served under one or more of the economic development programs specified in this General Rule will be charged the Billing and Payment Processing Charge for bills issued under this Rate Schedule or the Retail Access Rate Schedule at the rate specified in General Information Section VIII(B) of this Rate Schedule.

Customers who are served under one or more of the economic development programs specified in this General Rule will be billed for metering services under the otherwise applicable Service Classification of this Rate Schedule unless they own the meter(s), take metering services competitively, or receive service under Special Provision No. 16 of the PASNY Rate Schedule. Charges for the monthly metering charges may be assessed, at the Company’s discretion, on an annual or more frequent basis. PASNY will receive metering credits, as specified under the PASNY Rate Schedule, for PASNY Customers served under Special Provision No. 16 of that Rate Schedule who own the meter(s) or take metering services competitively.

Customers may take retail access service for their requirements in excess of that served under this General Rule; provided, however, that a Customer who receives power and energy from an ESCO under RNY must be served by that same ESCO for its excess requirements, and a Customer who serves itself as a Direct Customer under RNY must serve as a Direct Customer for its excess requirements.

(k) Service Under Rider M

Rider M is not available to a Customer who is served under one or more of the programs specified in this General Rule, unless all of the following conditions exist: (a) the Customer has remaining requirements as specified in paragraph (2)(e) above; (b) the Customer would otherwise be eligible for mandatory service under Rider M; and (c) the Customer has requested in writing to be served under Rider M.

The energy served under Rider M for each hour of the month will be equal to the total kilowatthour usage for each hour of the month multiplied by 1 minus the Allocation Ratio for all programs served under this General Rule.

(k) Service Under Rider R

Customers may not take service under Rider R in conjunction with any of the economic development programs specified in this General Rule except for Rider Q and RNY.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(X) Reactive Power Demand Charge

(1) The Reactive Power Demand Charge is applicable to the following Customers served under Service Classification (“SC”) 5, 8, 9, 11, 12, and 13 of this Rate Schedule and SC 5-RA, SC 8-RA, SC 9-RA, SC 12-RA, SC 13-RA, and SC 14-RA of the Retail Access Rate Schedule, provided the metering has the capability of measuring and recording Var:

(a) Existing Customers:

(i) Customers as of October 1, 2010, if the Customer’s maximum demand both (a) equals or exceeds 1,000 kW in any two months during the annual period ending September 30, 2009, and (b) exceeds 300 kW in any month during the annual period ending September 30, 2010,

beginning with the later of (A) the Customer’s first bill that is issued with a “from” date on or after January 1, 2011, or (B) the Customer’s first bill that is issued with a “from” date six months after the date that kVar interval data is first made available via the Internet, subject to paragraphs (2) and (3) below;

(ii) Customers as of October 1, 2011, if the Customer is not already subject to the Reactive Power Demand Charge and the Customer’s maximum demand both (a) equals or exceeds 500 kW in any two months during the annual period ending September 30, 2010, and (b) exceeds 300 kW in any month during the annual period ending September 30, 2011,

beginning with the later of (A) the Customer’s first bill that is issued with a “from” date on or after October 1, 2011, or (B) the Customer’s first bill that is issued with a “from” date twelve months after the date that kVar interval data is first made available via the Internet, subject to paragraphs (2) and (3) below;

(iii) Customers as of October 1, 2012, and each October 1 thereafter, if the Customer is not already subject to the Reactive Power Demand Charge and the Customer’s maximum demand both (a) equals or exceeds 500 kW in any two months during the annual period ending September 30 of the preceding year and (b) exceeds 300 kW in any month during the annual period ending September 30 of the current year,

beginning with the later of (A) the Customer’s first bill that is issued with a “from” date on or after October 1 of the current year or (B) the Customer’s first bill that is issued with a “from” date six months after the date that kVar interval data is first made available via the Internet, subject to paragraphs (2) and (3) below;

(b) New Customers, beginning with the Customer’s first bill for service, if the maximum demand during the first year of service is expected in the Company’s estimate to equal or exceed:

(i) 1,000 kW in any two months commencing between October 1, 2010 and September 30, 2011; or
(ii) 500 kW in any two months commencing on or after October 1, 2011;

(c) Customers who are successors of Customers referred to in subparagraphs (a) and (b) above, beginning with the successor Customer’s first bill for service, unless the maximum demand in the Company’s estimate is not expected to exceed 300 kW in any month during the first year of service;

(General Information – Continued on Leaf No. 59-J)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(X) Reactive Power Demand Charge

(1) - Continued

(d) Customers with induction-generation equipment who would not otherwise be subject to the Reactive Power Demand Charge pursuant to subparagraphs (a) through (c) above:

(i) beginning with bills having a “from” date on or after October 1, 2010, if the equipment has a nameplate rating equal to or greater than 1,000 kW; and

(ii) beginning with bills having a “from” date on or after October 1, 2011, if the equipment has a nameplate rating equal to or greater than 500 kW; and

(e) Any Customer with induction-generation equipment not covered under subparagraphs (a) through (d), beginning with the first bill for service. The kVar requirements of the equipment will be determined from the nameplate rating of the Customer's generating equipment or from the design specifications of the manufacturer of the generating equipment. The kVar requirements of the Customer's generating equipment will be reduced by the kVar rating of any power factor corrective equipment installed by the Customer.

(2) Reactive Power Demand Charges pursuant to paragraph (1)(a)(i) above will commence no later than the Customer’s first bill that is issued with a “from” date on or after: (A) April 1, 2011, for Customers who are billed or would be billed under Rate I or Rate III of SC 8, 9, or 12, under Rate I of SC 5, or under SC 11 with a contract demand between 1000 kW and 1500 kW; and (B) July 1, 2014, for Customers who are billed or would be billed under Rate II of SC 5, 8, 9, or 12, under SC 13, or under SC 11 with a contract demand greater than 1500 kW. Reactive Power Demand Charges pursuant to paragraph (1)(a)(ii) will commence no later than the Customer’s first bill that is issued with a “from” date on or after October 1, 2012. Reactive Power Demand Charges pursuant to paragraph (1)(a)(iii) will commence no later than the Customer’s first bill issued with a “from” date on or after October 1 of the following year.

(3) If the Company is advised by the telecommunications carrier that access was denied to make the communications service operational or if the Company was unable to install a Var meter because the Company was denied access to the Customer’s premises, billing will commence the later of: (A) the Customer’s first bill that is issued with a “from” date on or after January 1, 2011, if the Customer is subject to Reactive Power Demand Charges pursuant to (1)(a)(i), or October 1 of the applicable year if the Customer is subject to Reactive Power Demand Charges pursuant to paragraph (1)(a)(ii) or (1)(a)(iii); or (B) the first bill issued with a “from” date six months after the Company was notified by the telecommunications carrier that access was denied or six months after the Company was denied access to install the Var meter, as applicable.

(General Information – Continued on Leaf No. 59-K)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

(X) Reactive Power Demand Charge – Continued

(4) Charge per kVar

$1.10 per kVar applicable to Customers specified in paragraph (1)(a), (b), (c), or (d) above for billable reactive power demand. Billable reactive power demand, in kVar, shall be equal to the kVar at the time of the kW maximum demand (as defined in General Rule III-11(D)) during the billing period (all hours, all days) less one-third of such kW maximum demand; provided, however, that, if this difference is less than zero, the billable reactive power demand shall be zero. If the same kW maximum demand occurs two or more times during the billing period, the reactive power demand will be determined at the time of the first kW maximum demand occurrence.

If the Company restricts an existing Customer with synchronous generation from utilizing Customer load power factor correction through the Generator's controls, the Customer will not be subject to the above charge until such time that the Company removes this restriction.

$0.42 per kVar applicable to Customers specified in paragraph (1)(e) above for the kVar requirements of the induction-generation equipment

(5) A Customer subject to the Reactive Power Demand Charge pursuant to paragraph (1)(a), (b), or (c) above will no longer be subject to the Reactive Power Demand Charge commencing in the month following 12 consecutive months in which the maximum demand does not exceed 300 kW.

(6) After the installation of telecommunications service by the telecommunications carrier, the Company will make available to a Customer its kVar and kW interval data via the Internet. Existing Customers subject to the Reactive Power Demand Charge in October 2011 pursuant to paragraph (1)(a)(ii) above will generally be provided access to daily kW and kVar interval data during each of the twelve months in advance of being subject to the Reactive Power Demand Charge. Existing Customers subject to the Reactive Power Demand Charge in January 2011, October 2012, and each October thereafter pursuant to paragraphs (1)(a)(i) and (1)(a)(iii) above will generally be provided access to daily kVar and kW interval data during each of the six months in advance of being subject to the Reactive Power Demand Charge. Customer access to daily kW and kVar interval data via the Internet will generally be provided on a one-day lag, subject to the Company resolving telecommunications issues that may arise from time to time.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

12. Notices

(A) Notices to and from the Company: Any notice to the Company under any agreement, other than an oral agreement under Service Classification No. 1, shall be delivered to it in writing and not otherwise. Bills shall be deemed presented and other notices duly given (except a notice of discontinuance of service for non-payment of bills) if delivered to the Customer personally or if mailed to the Customer at the premises supplied, or at the last known address of the Customer, or if left at either of such places, or if delivered or mailed to the agent or representative of the Customer, or if left at the last known address of such agent or representative. A notice of discontinuance of service for non-payment of bills shall be given as required by law.

(B) Notice of Change in Ownership or Occupancy of Premises: Immediately upon the sale, lease or any other change in occupancy of the premises or any portion thereof supplied under an agreement for service, the Customer shall give written notice to the Company of such change together with the name and address, if known, of the successor in occupancy of such premises or portion thereof; provided, however, that such notice may be given orally by a Customer for residential service under Service Classification No. 1, unless such Customer is a party to a service classification rider agreement, or an agreement for extension of overhead electric lines or connection thereto.

13. Limitations as to Availability of Service Classifications

(A) Customer's Eligibility for Service: Upon request by the Company, the Customer shall furnish satisfactory proof that the Customer is eligible to be supplied under the Service Classification and Rider, if any, for which application is made or under which service is supplied, and that all the electric energy supplied to the Customer will be or is being used by the Customer according to the conditions of the application or agreement for service. Upon any change in such use contrary to such conditions the Customer shall forthwith notify the Company thereof in writing. In the event that the Customer's use of service is contrary to the provisions of the Service Classification or Rider, or both under which the Customer is being served, the Customer's agreement shall be deemed to be terminated or to be modified as may be required to conform to the appropriate provisions of the Rate Schedule and the Customer will be billed accordingly, and, upon request by the Company, the Customer shall make a new application for service in accordance with General Rule III-1 (A) "Applications", appropriate to the service for which the Customer is eligible under the provisions of this Rate Schedule.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

13. Limitations as to Availability of Service Classifications - Continued

(B) Redistribution of Electric Service: Electric service will not be supplied to any Customer except for the Customer's own use or for the use of the Customer's tenants in the building or premises supplied with such service under the service agreement between the Company and the Customer.

The Company will not furnish electric energy to any Customer, for the purpose of redistributing such electric energy in residential buildings in which the internal wiring has not been installed prior to January 1, 1977, except upon a waiver of this provision by the Public Service Commission.

Electric service will not be supplied under any Service Classification for resale, remetering (or submetering), or other disposition to residential tenants or residential occupants, except that a Customer may furnish electric energy for the use of the residential tenants or residential occupants, in the premises supplied by the Company, to the extent that service may be available for such purpose under the provisions of the Service Classification under which such electric service is supplied, provided that the Customer shall not resell, make a specific charge for, or remeter (or submeter) or measure any of the electric energy so redistributed or furnished except as provided for in Rider G.

A Customer may resell, remeter (or submeter), or redistribute electric service to the non-residential tenants or non-residential occupants, in the premises supplied by the Company, only if and to the extent that such use of service is not prohibited under the provisions of the Service Classification under which such electric service is supplied and Rider G. All references to provisions of Service Classifications and Rider G include and are intended to apply to any amendments of or changes in any such provisions during such time as the same may be in effect.

(C) Riders: The inclusion of any Rider as a part of any application or agreement for service under any Service Classification shall not prejudice or affect the Company's right to refuse to supply energy thereunder for submetering, resale, or other disposition contrary to any provision thereof, and shall not require the Company to supply service for a purpose of use to which such Service Classification is not applicable.
13. Limitations as to Availability of Service Classifications – Continued

(D) Segregated Service: No other source of electric energy shall be introduced or permitted, directly or indirectly, in connection with the Customer's equipment to which electric energy is supplied by the Company, except as follows: (1) as provided in (a) Service Classification No. 14-RA of the Retail Access Rate Schedule, (b) Rider R, (c) General Rule III - 13(E), or (d) General Rule III-13(F). Where any other such source of electric energy is introduced in connection with or auxiliary to the Customer's equipment to which electric energy is supplied by the Company, or for which a supply of electric energy is requested from the Company, except as otherwise provided herein, such supply shall be classified as service for standby service purposes and shall be available only upon compliance with and subject to the terms and conditions of Service Classification No. 14-RA of the Retail Access Rate Schedule. All interconnections of generating equipment must be in compliance with the interconnection requirements specified in Service Classification No. 14-RA of the Retail Access Rate Schedule or Rider R, as applicable, or by the NYISO as may be required. A Customer who would be served under standby service, but fails to connect its equipment to the Company’s electric system or operate its equipment in accordance with this General Rule or the Company’s specifications, will be required to pay a Contract Demand surcharge each month, beginning the later of April 1, 2005 or the month in which the condition is detected, until the Customer complies with this General Rule and the Company’s specifications for standby service. The surcharge will equal twice the amount of the charge for Contract Demand that would otherwise be applicable under standby service rates.

(E) Emergency Generating Facilities Used for Self-Supply: The use of emergency generating equipment at the premises for self-supply will be permitted as follows: (1) by affected Customers for the duration of an interruption of the Company's service, or a Company announced voltage reduction; or (2) when generating equipment is operated at the direction of the New York Independent System Operator ("NYISO") under NYISO Installed Capacity procedures for Special Case Resources ("SCR procedures") or NYISO procedures for the Emergency Demand Response Program ("EDRP procedures"); or (3) at the direction of the Company under Rider O, U, S, or T. Unless the Customer is also authorized to export pursuant to General Rule III-13(F), the Customer's wiring and switching equipment shall be so arranged as to prevent parallel operation of the emergency generator with the Company's electrical system or feedback into the Company's lines. Before such emergency equipment is installed, the Customer shall submit to the Company for its approval:

1. a wiring diagram showing how the emergency generator would be connected to the building wiring, including the switching arrangements to prevent parallel operation; and
2. a statement in writing signed by the Customer to the effect that the emergency facilities will be used only during an interruption of the Company's electricity service or a Company announced voltage reduction and for necessary testing purposes or when generating equipment is operated at the direction of the NYISO under NYISO SCR procedures or EDRP procedures or at the direction of the Company under Rider O or U.

Customers using emergency generating equipment under other than the above-specified circumstances will be required to take service under Service Classification No. 14-RA of the Retail Access Rate Schedule.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

13. Limitations as to Availability of Service Classifications – Continued

(F) Generating Facilities Used on an Emergency Basis for Export: The use of generating facilities at the premises for delivery to the Company’s primary distribution feeders will be permitted on an emergency basis as follows: (1) when the generating equipment is operated at the direction of the NYISO under NYISO SCR procedures or EDRP procedures, or (2) at the direction of the Company under Rider O or U. Delivery to the Company’s secondary networks is prohibited. A Customer may not deliver to the Company’s primary distribution feeders while it is receiving electric energy delivered by the Company.

A Customer operating its generating equipment on an emergency basis pursuant to this General Rule 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.

The Company reserves the right to exclude a generator from connecting to the Company’s primary distribution feeders 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 primary distribution feeders, or limit the amount of power and energy delivered, for operational reasons.

14. Liability

(A) Continuity of Supply: The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor.

The Company may, without liability therefor, interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system, if, in its sole judgment, such action will prevent or alleviate the emergency condition.

(General Information - Continued on Leaf No. 63)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

14. Liability - Continued

(A) Continuity of Supply - Continued

Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses, of the type and to the extent set forth below, which result from power failures attributable to malfunctions in the Company's local distribution system as set forth below.

The Company will reimburse residential Customers served directly under Service Classification Nos. 1 and 7, and those served indirectly under Service Classification Nos. 8, 12, and 13, as follows: (1) for actual losses of food spoiled due to lack of refrigeration, up to $200 upon submission of an itemized list and over $200 upon submission of an itemized list and proof of loss, up to a maximum of $450 for any one Customer for any one incident; and (2) for actual losses of perishable prescription medicine, spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss and, if requested by the Company, submission of authorization to enable the Company to verify the claimed loss.

The Company will reimburse Customers under other Service Classifications for actual losses of perishable merchandise spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss, up to a maximum of $9,000 for any one Customer for any one incident.

The Company's total liability under this section is limited to $15,000,000 per incident. In the event the total aggregate amount claimed under this provision exceeds $15,000,000, the approved amounts of individual claims will be adjusted downward on a pro rata basis to the extent required to hold payments to a total of $15,000,000. All claims under this section must be filed with the Company within 30 days from the date of occurrence.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

14. Liability - Continued

(A) Continuity of Supply - Continued

The Company's local distribution system shall include lines and cable of 33 KV or less and associated equipment, but shall exclude equipment associated primarily with lines of higher voltage or with the generation of electricity and shall also exclude meters furnished by a Meter Service Provider or owned by the Customer. The Company shall be held responsible for losses of power attributable to malfunctions in the local distribution system, when the condition persists for a period in excess of 12 hours or when the same Customer is subjected to two or more such conditions aggregating 12 hours or more within a 24-hour period. The Company shall not be responsible under the terms of this provision for losses of power attributable to deficiencies in generation or transmission facilities, nor for losses of power arising from malfunctions in the local distribution system attributable to directives from the New York Independent System Operator or to conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable. Conditions of high or low temperature or humidity contributing to a malfunction of the Company's distribution system shall not be considered a condition beyond the control of the Company.

This provision shall not affect the Company's liability for damages resulting from its gross negligence or willful misconduct.

(B) Intentional Disconnection of Service of an Individual Customer Made in Error: The Company will reimburse residential Customers served directly under Service Classification Nos. 1 and 7, those served indirectly under Service Classification Nos. 8, 12, and 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed $100 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.

The Company will reimburse Customers served under other Service Classifications for losses actually sustained, not to exceed $2,000 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

All claims under this section must be filed within 90 days of the date of the erroneous intentional disconnection of service.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

14. Liability - Continued

(C) Customer's Equipment: Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer, leased by the Customer from third parties, or furnished by a Meter Service Provider or a Meter Data Service Provider.

(D) Company Equipment and Use of Service: The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

(E) Selection of Service Classification: The Company will endeavor to assist a Customer in the selection of the Service Classification which may be most favorable to the Customer's requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the Customer.

(F) Competitive Metering Services: For the purposes of this provision, “damages” shall mean and include all losses (including, but not limited to, economic loss), damages (including, but not limited to, direct, indirect, incidental, punitive, special and consequential damages), costs, expenses, judgments, claims, and attorneys’ fees.

1. The Company shall not be liable to a Customer taking Competitive Metering Services from an MSP or MDSP, or purchasing or owning the meter(s) used to measure the Company’s service, for any damages caused by the Company’s conduct in compliance with, or as permitted by, the Company’s rate schedules, the Operating Agreement between the Company and the MSP or MDSP or any legal or regulatory requirements related to Competitive Metering Services or customer ownership of meters.

2. The Company shall not be liable to a Customer taking Competitive Metering Services from an MSP or MDSP for any damages caused to the Customer by any failure of the MSP or MDSP to comply with the Company’s rate schedules, the Operating Agreement between the Company and the MSP or MDSP or for any damages caused by equipment installed or actions taken by the MSP or MDSP.

3. The Company shall not be liable to a Customer for any damages caused by an MSP’s or MDSP’s failure to perform any commitment to the Customer, including, but not limited to the MSP’s or MDSP’s obligation to provide metering services or meter data services to the Customer.

4. The Company shall not be liable to any Customer for any damages resulting from any acts, omissions, or representations made by an MSP or MDSP in connection with soliciting customers for Competitive Metering Services or performing any of its functions in rendering Competitive Metering Services.

(General Information - Continued on Leaf No. 65)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

15. Termination of Service

(A) Grounds for Termination, Withholding or Suspension of Service: The Company may terminate service to a Customer after sending a final notice of termination and fulfilling all other requirements of the applicable rules of the Public Service Commission:

(1) if the Customer fails to pay amounts due under a deferred payment agreement;

(2) if the Customer fails to pay a lawfully required security deposit;

(3) in the case of a non-residential Customer, if the Customer fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering service or removal or securing of the Company's property; provided that the Company has met applicable requirements of the Public Service Commission's rules for obtaining access to the premises or property, the Customer has not advised the Company that the Customer does not control access, and the Customer has advised the Company of who does control access;

(4) if the Customer fails to pay lawfully billed tariff charges, provided that unless otherwise permitted under the Public Service Commission's regulations, bills to non-residential Customers shall be restricted to service used within 6 years of the date of the bill first containing these charges, and bills to residential Customers shall be restricted to service rendered within the preceding 12 months; or

(5) the applicant's or Customer's installation, or part thereof, is deemed to be unsafe, inadequate or unsuitable for receiving the Company's service; or if the applicant or Customer fails to comply substantially with any applicable provision of this Rate Schedule, or with any lawful and applicable rule, regulation, order or directive of the Public Service Commission or other authorities, having jurisdiction.

Upon termination of service by the Company for any of the above reasons, or upon discontinuance of service by the Customer prior to the end of the term of an agreement for service, there shall become forthwith due and payable to the Company, as stipulated damages and not as a penalty, a sum equal to the minimum charge guaranteed under such agreement for the remainder of the term thereof.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

15. Termination of Service - Continued

(A) Grounds for Termination, Withholding or Suspension of Service - Continued

In the event that service to a particular premises is terminated by the Company or by the Customer prior to the expiration of the annual term of an agreement for service, and service is supplied to another Customer at the same premises during all or part of the remainder of such term, the Company will offset against the minimum charge or charges payable by the former Customer for the remainder of such term:

(1) under a monthly minimum agreement, the amount billed by the Company to, and paid by, the latter Customer for service supplied during each corresponding monthly billing period; and

(2) under an annual minimum agreement, the amounts billed by the Company to, and paid by, the latter Customer for service supplied during the remainder of such term.

(B) Notice, Days and Hours: A final notice of termination of service shall be sent to:

(1) Residential Customers in accordance with applicable Public Service Commission rules.

(2) Non-residential Customers no less than 20 days after the date payment was due, or the date given in a written notice to cure a tariff violation, as provided in the applicable Public Service Commission rules, or where the reason for the notice is failure to provide access except that a final notice of termination for non-payment may be sent on or after the date payment was due in cases involving failure to pay for unmetered service supplied through tampered equipment, failure to pay an installment amount due under a deferred payment agreement, or if the Company has accepted a written waiver of the Customer's right to a 20 day notice, in lieu of a deposit, all as more fully described in, and in accordance with, the Public Service Commission's rules. Service may not be terminated until at least 5 days after personal service or 8 days after the mailing of a final notice of termination of service.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

15. Termination of Service - Continued

(B) Notice, Days and Hours - Continued

(2) Non-residential Customers - Continued

Service may be terminated between 8 A.M. and 6 P.M. Monday through Friday, except on public holidays as defined in the General Construction Law, days on which the Business Offices of the Company are closed for business, and days on which the Public Service Commission is closed. However, on days preceding days on which service may not be terminated, termination may only occur after 3 P.M. if the Customer or any person in charge of the premises is informed prior to termination in a personal contact that termination is about to occur and the Company is prepared to accept a check for any payment required to avoid termination.

(C) Termination Without Normal Notice: The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to non-residential Customers whose service will be interrupted for any of the reasons shown below. Notwithstanding any other provision of this tariff, the Company may withhold, suspend, curtail or disconnect service to a building, unit or piece of equipment, at any time, only when:

(1) an emergency may threaten the health or safety of a person, the surrounding area, or the Company's generation, transmission or distribution systems;

(2) there is a need to make permanent or temporary repairs, changes or improvements in any part of the system, including equipment or facilities provided by a Meter Service Provider or Meter Data Service Provider;

(3) there is a governmental order or directive requiring the Company to do so; or

(4) it or a Meter Service Provider or Meter Data Service Provider finds service being supplied through tampered equipment, provided that the Company has complied with the Public Service Commission's rules for the termination of service under these circumstances.

(D) Further Information Relating to Termination of Service: The Company's procedures for termination of service are subject to the rules of the Public Service Commission for termination of service in Title 16 of the Code of Rules and Regulations of the State of New York (NYCRR). Among other matters these rules deal with the time and form of notice, physical termination of service, multiple and two-family dwelling, persons receiving welfare assistance and special procedures for medical emergencies, the elderly, blind or disabled and during cold weather.

(General Information - Continued on Leaf No. 68)
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

16. Termination of Service to Outdoor Signs at the Request of Department of Transportation

Upon written notice from the New York State Department of Transportation (DOT) the Company within 15 days of receipt of the notice, will discontinue service to any outdoor advertisement sign, display or device deemed to be a public nuisance in accordance with Section 88 of the State Highway Law, provided that:

(a) There will be no adverse effect on electric service supplied for any other purpose;

(b) The DOT notice states that, the outdoor advertisement sign, display or device has been found to be a public nuisance, pursuant to Section 88 of the State Highway Law; that the required 30 day notice provided for in said Law has been given; and that the finding of public nuisance and the notice provided for in said Law have not been stayed, modified or revoked;

(c) The DOT notice shows the anticipated removal date of the sign, display or device; and

(d) The DOT notice states that DOT will reimburse the Company for the cost of discontinuing service. The cost of such service discontinuance shall be charged in accordance with the provisions of General Rule IV - 3 herein.

17. Load Adjustment by the Transmission Owners of the New York Independent System Operator at Times of Major Emergency:

(A) Definitions below apply to this section only:


III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

17. Load Adjustment by the Transmission Owners of the New York Independent System Operator at Times of Major Emergency - Continued

(A) Definitions below apply to this section only - Continued


(4) The term "Major Emergency" shall mean the occurrence or imminent occurrence in any part of the interconnected systems of Transmission Owners of abnormally low voltage, abnormally high or low frequency, or overload of the tie lines or generating equipment:

(a) of such magnitude as seriously to threaten the continuity of operations or the safety of equipment of electric utility systems or their customers; and

(b) which requires the taking of remedial measures within a time so short as reasonably to preclude effective consultation as to such measures among operators of the affected systems.

(5) The term “Senior NY ISO Dispatcher” shall mean the employee of the NY ISO on duty at any given time at the Power Control Center of the NY ISO, then having immediate operating responsibility for the analysis of operations and the security of the integrated power systems of the Transmission Owners.

(B) Remedial Measures to be taken at Times of Major Emergency: Each Investor-Owned Transmission Owner has been directed by the New York Public Service Commission, upon being advised by the Senior NY ISO Dispatcher that a Major Emergency exists, to put into effect, with no more delay than necessary to prevent serious damage to its own equipment or within such longer time as the Senior NY ISO Dispatcher may prescribe, any remedial measure which the Senior NY ISO Dispatcher directs it to take and to maintain such measure in effect for such times as the Senior NY ISO Dispatcher directs or indefinitely until the Senior NYISO Dispatcher advises the Investor-Owned Transmission Owner that the Major Emergency has terminated. The Company will take the actions which each Investor-Owned Transmission Owner has been directed to take by the New York Public Service Commission as aforesaid. Compliance by the Company with the foregoing provisions of this paragraph (B) shall, without limitation by reason of specification, constitutes a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for negligence in the manner in which it carries out the Senior NY ISO Dispatcher's instructions.

(General Information - Continued on Leaf No. 70)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards

(A) Definitions applicable to New Dwellings and to Existing Dwellings converting to Electric Space Heating

(1) The term "Dwelling" shall mean a building designed or used as the living unit for one or more families. For the purposes of this standard, mobile homes shall not be considered dwellings.

(2) The term "Historical Building" shall mean any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

(B) For New Dwellings

(1) Applicability and Compliance:

(a) All new dwellings in the State of New York for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings within the State for which construction was begun on or after January 1, 1979, will not be eligible for electric service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:

(i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or

(ii) An affirmation is given by the contractor or builder on a certificate of compliance that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or

(iii) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(1) Applicability and Compliance - Continued

(b) For any dwelling constructed after April 1, 1977, but before January 1, 1979, electric service will not be provided without compliance with the Minimum Insulation Standards as set forth by the Public Service Commission in Opinion 77-10 (Case 26286, November 2, 1977) as amended.

(2) Waivers:

For any dwelling subject to the requirements of paragraph (b) of subdivision (B) (1) a waiver from these requirements may be granted by:

(a) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculations shall be certified by a licensed engineer or architect.

(b) The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).

(c) The Public Service Commission for just cause, in unusual circumstances, if the applicant for electric service has been denied a waiver pursuant to paragraphs (a) or (b) of subdivision (B) (2).

A copy of each variance granted or denied by the Company shall be made available to the Public Service Commission, and each applicant denied a variance shall be promptly informed by the Company of the right to appeal to the Public Service Commission.

(General Information - Continued on Leaf No. 72)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(3) Certificate of Compliance:

(a) A Certificate of Compliance shall be used in all areas of the State where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

(b) Each Certificate of Compliance shall be signed by the builder or contractor and the owner shall receive a copy of such certificate.

(4) Compliance Procedures:

(a) In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning noncompliance with subdivision (B) (1) the Company will perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection will be provided in writing to the owner (and tenant when applicable) of the building.

(b) Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular contractor wherein a dwelling constructed by such contractor or builder was found to be in noncompliance with the applicable standards, the Company shall refuse to provide electric service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the future construction work of a past noncomplying contractor or builder until such time as the Company is satisfied that the applicable standards are being met.

(General Information - Continued on Leaf No. 73)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(5) Penalties for Noncompliance:

(a) In the event the Company finds that any dwelling fails to comply with subdivisions (B) (1) (a) or (b), the Company shall impose a 25 percent surcharge on any bill for electric service to the Customer until such violations are corrected.

(b) The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.

(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.

(c) In the event the owner is not billed for the provision of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

(General Information - Continued on Leaf No. 74)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Electric Space Heating

(1) Applicability and Compliance:

An existing dwelling will not be supplied electric service for the purpose of converting to electric space heating unless:

(a) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater;

(b) The dwelling has storm windows, or thermal windows with multiple glazing; and

(c) The entrances have storm doors or thermal doors.

(2) Waivers:

(a) The Company may waive the requirements in subdivision (C) (1) above where:

   (i) The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building);

   (ii) The dwelling is a historical building; or

   (iii) Other measures have been taken so that the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of subdivision (C) (1). Such a heat loss calculation must be certified by a licensed architect or engineer.

Date of Issue: October 7, 1993
Date Effective: January 1, 1994

Issued by Raymond J. McCann, Executive Vice President and
Chief Financial Officer
4 Irving Place, New York, N.Y. 10003
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Electric Space Heating - Continued

(2) Waivers – Continued

(b) In the case of a dwelling having a flat roof, or having four or more stories compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

(c) In the case of a dwelling having six or more stories, storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weatherstripped. This certification shall be made in writing to the Public Service Commission. A storm window will not be required on any window opening onto a fire escape.

(d) Copies of waivers granted or denied by the Company shall be made available to the Public Service Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Public Service Commission.

(e) The Public Service Commission may grant a waiver of the requirements of subdivision (C) (1) for just cause after an applicant for electric service has been denied a waiver by the Company.

(3) Certificate of Compliance:

(a) A dwelling's compliance with subdivision (C) (1) shall be certified either by

(i) the owner;

(ii) a contractor of the owner's choice who has inspected the building; or

(iii) a Company representative who has inspected the building at the owner's request.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Electric Space Heating - Continued

(3) Certificate of Compliance - Continued

(b) The Company will provide the Certificate of Compliance Form to the applicant at the time of application for service, so that the applicant will be apprised of the requirements for service and the methods by which compliance can be certified.

(4) Penalties for Noncompliance:

(a) The Company shall impose a 25 percent surcharge on any bill for electric service to any dwelling which has been converted to electric space heating and which does not comply with the standards set forth in subdivision (C) (1).

(b) The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.

(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.

(c) In the event the owner is not billed for the provision of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service the surcharge will be imposed on the bill for service to the unit occupied by the owner.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Electric Space Heating:

(1) Consolidated Edison Company of New York, Inc.

CERTIFICATE OF COMPLIANCE

New Residential Construction

The undersigned certifies that the

☐ 1 or 2 family residence ☐ multi-family residence

at ______________________________________________________

(Location)

is or will be, not later than 30 days after time of occupancy, in compliance with one of the following statute provisions (check one):

☐ Part 1 : E101.6
☐ Part 3 New York State Energy Conservation
☐ Part 4 Construction Code
☐ Part 5
☐ Appendix A, Opinion 77-10, Minimum Insulation Standards, New York State Public Service Commission

(applies only to buildings on which construction began between April 1, 1977 and January 1, 1979).

It is understood that electric service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the Company bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner prior to closing and further attests that all statements and representations contained in this certificate are true and accurate.

______________________________________________  ________________
Date                  Signature of Builder or Contractor

(General Information - Continued on Leaf No. 78)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

18. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Electric Space Heating - Continued

(2) Consolidated Edison Company of New York, Inc.

CERTIFICATE OF COMPLIANCE
Dwelling Converting to Electric Space Heating

One of the following certificates shall be completed and signed:

(a) I, ________________________ , am aware that the Minimum Insulation Standards for Dwellings Converting to Electric Space Heating require my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation.

I certify that my building at _________________________________ meets those requirements, or that I have obtained a waiver; and I understand that should my building be found not in compliance, a 25 percent surcharge on my Company bill may be imposed or electric service may be discontinued.

The undersigned attests that all statements and representations contained in this certificate are true and accurate.

________________________________ ________________________________
Address Signature of Owner

(b) I have inspected the building at _________________________________________________

owned by ___________________________ and certify that it meets the requirements of the Minimum Insulation Standards for Dwellings Converting to Electric Space Heating.

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner and further attests that all statements and representations contained in this certificate are true and accurate.

________________________ ________________________________
Date Signature of Contractor or Company Representative

(General Information - Continued on Leaf No. 79)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

19. Collection, Reconnection and Meter Recovery Charges

The Customer shall pay the following charges as a condition of the continuation or re-establishment of service in the following circumstances:

(A) Collection Charge: A $29.00 collection charge, if, after a lawful notice of discontinuance of service for non-payment, the Customer has failed to pay all of the amount due within the time specified in the notice and the Company thereafter sends an employee to the Customer's premises to collect payment; however, if more than one visit is made to the Customer to collect or to disconnect service, this charge shall be collected no more than twice in the same transaction regardless of the number of visits made to the Customer to collect or to disconnect service. The collection charge is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

(B) Reconnection Charge: A reconnection charge for the re-establishment of service, if service to the same Customer at the same meter location has been discontinued for non-payment of a deposit or of any rates and charges billed pursuant to the Company's Schedule for service, including service disconnected due to evidence of tampering with Company apparatus, within twelve months of the Customer's request to re-establish service. The charge for re-establishment of service, except as modified in (D) below, during the hours of 8 A.M. to 4 P.M. Monday through Friday, excluding holidays, shall be $26.00, and $28.00 at all other times, except that, if service was disconnected in the street, the reconnection charge shall be $271.00. The reconnection charge when service was disconnected due to evidence of tampering or when service was disconnected in the street is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

During the period April 1, 2010 through March 31, 2013, all or part of the reconnection charge will be waived, one time, for Customers enrolled in the Company’s low-income program under Service Classification No. 1 or 7, subject to the following provisions:

(a) the full reconnection charge will be waived during the period April 1, 2010 through December 1, 2010, and 60 percent of the reconnection charge will be waived during the balance of the three-year period ending March 31, 2013;
(b) no waiver will be granted once the Company has waived $1.5 million in reconnection charges during the three-year period ending March 31, 2013;
(c) the Company may grant a waiver to an individual Customer more than once, on a case-by-case basis, if good cause is shown and the Company does not forecast that it will waive more than $1.5 million in reconnection charges over the three years; and
(d) if waivers are expected to exceed $1.5 million over the three years, the Company may file a further tariff change to reduce the reconnection charge waiver.

(C) Meter Recovery Charge: A meter recovery charge equal to the filing fee paid by the Company to apply for a court order to recover the meter plus amounts paid by the Company to a marshal to execute a court order. Such amounts include fees authorized by law, as applicable: to receive and enter the order; to either receive payment or serve a summons and recover the meter; and to reimburse for mileage at the average mileage costs paid by the Company to marshals. In cases where the Company is required to employ a locksmith to gain entry to the meter(s), the Customer shall be subject to a further additional charge of $40.00.

(General Information - Continued on Leaf No. 79-A)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

19. Collection, Reconnection and Meter Recovery Charges - Continued

(D) Charge for Disconnecting Service in the Street: A $114.00 charge when the Company disconnects service in the street for non-payment after the Company tried and failed at least twice, or was refused access by the Customer at least once, to collect amounts due or to terminate service for non-payment at the Customer’s premises. The charge for disconnecting service in the street is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

(E) Multiple Dwelling Collection Charge: A $22.00 charge to a Customer having an account for common areas service for an entire multiple dwelling in any case where the Company is required to provide notices to the occupants of the multiple dwelling, as provided in the Public Service Law, in connection with an imminent termination of service for non-payment to the multiple dwelling.

(F) Collection Agency Fee: The fee imposed by a collection agency to collect bills on a closed Customer account will be due from the Customer. The collection agency fee is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

(General Information - Continued on Leaf No. 80)
GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

20. Reconnection of Service

(A) Service Terminated for Other Than Emergency Reasons: The Company shall reconnect service within 24 hours after either the Customer has satisfied or corrected all conditions for termination and reconnection, upon the lawful direction of the Commission or its designee or, in the case of a residential Customer, the Company has notice that a serious impairment to health of the Customer is likely to result if service is not reconnected. However, if circumstances beyond the Company's control prevent reconnection within the specified 24 hour period, service shall be reconnected within 24 hours after those circumstances cease to exist.

(B) Service Terminated in Emergency: The Company shall act promptly to restore service as soon as possible after a termination of service for emergency reasons. However, as to non-residential Customers, service need not be restored if, at the time restoration is to occur, the Company has the right to terminate service for other than emergency reasons.

(C) Payment Prior to Reconnection of Service: Prior to reconnection of service terminated solely for non-payment of bills, for any tariff charge, or for failure to pay a security deposit, the Company may require a non-residential Customer to pay any bill, tariff charge, and security deposit due. The Company shall offer the Customer a deferred payment agreement in circumstances where such an agreement is required under the rules of the Public Service Commission.

(D) Penalty for Failure to Reconnect: Where the Company fails to reconnect service to a residential Customer within 24 hours or neglects to do so without good cause the Company shall pay a penalty of up to $50.00 per day to the Customer in accordance with the Public Service Commission's regulations.
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued

21. Other Charges

(A) **Charge for Replacing a Damaged Meter:** A charge for removing and replacing a Company-owned meter that was damaged because the access controller to the meter did not exercise reasonable care or the meter was damaged due to tampering. The charge of $86 for a non-demand meter and $205 for a demand meter shall be assessed on the account of the access controller even if the damaged meter was for the account of another customer, except that if the meter was damaged due to tampering, the charge shall be assessed on the account of the customer who benefited from such tampering.

(B) **Charge for Investigating Tampered Apparatus:** A $413.00 charge for inspecting the apparatus, locking and sealing any tampered meter, billing, and associated administrative activities, where evidence of tampered Company apparatus is found.

(C) **Charge for Re-inspection:** A $113.00 charge for each re-inspection required because the Customer’s contractor submitted documentation that its work at the Customer’s premises was completed according to Company specifications and is ready for final inspection by the Company, but the Company on its inspection found the work to be either incomplete or incorrectly performed.

(General Information - Continued on Leaf No. 81)
GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge

1. Special Services at Stipulated Rates: Upon the Customer's request the Company will perform the following special services for a Customer and will charge the Customer at the stipulated rates:

(A) Make high potential proof tests on new high tension equipment of the Customer, or on existing high tension equipment of the Customer after completion of certain maintenance and alteration work. Where these tests are made at a Company Station and are not coincident to Company purpose tests, or are made on the Customer's premises, the following rates will apply:

High potential proof test, per visit to the premises:

- Up to four hours: $1,003.00
- For each additional hour or portion thereof if the cause is beyond the Company's control: $251.00

If a high potential proof test fails and the Company is required to revisit the premises and retest, separate charges will apply to each visit.

(B) Perform a 2500-volt direct-current Megger Test at the Customer's premises: $251.00

(C) Take and test samples of dielectric fluid from Customer's high tension apparatus, where the apparatus is equipped with proper valves or fittings; or test samples of dielectric fluid supplied by the Customer in an approved container furnished by the Company at the following rates:

- First sample taken by the Company: $662.00
- Each additional sample taken by the Company at the same time: $466.00

Tests of samples supplied by the Customer in an approved container furnished by the Company and delivered to an authorized Company representative:

- Each sample taken by the Customer: $295.00

(D) Except for meters served by Meter Data Service Providers, provide at a Customer's request separate reports, for four separate monthly billing periods to be designated by the Customer within the first 12 months of commencing billing under Rate II of Service Classification No. 8, 9, or 12, or under Service Classification No. 13, showing the Customer's total demand based on fifteen minute intervals for each day of the billing period and the date, time, and the amount of the Customer's monthly maximum demand based on the two highest contiguous fifteen minute intervals during each such monthly billing period. Any similar report requested by such Customers other than the four reports specified above, or by other Customers with metering equipment capable of generating this information, shall be provided, if available, (1) in a paper report at a charge of $15.00 per month of interval information, or (2) by computer disk at a charge of $19.00 or by email at a charge of $17.00 for 12 consecutive months or less of interval information; provided, however, that there will be no charge for interval information that the Customer can access via the Internet.

(General Information - Continued on Leaf No. 81-A)
GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

1. Special Services at Stipulated Rates - Continued

(D) Disconnecting or reconnecting service at the meter for a seasonal Customer served under SC 1, 2, or 7 .......................................................... $26.00

(E) Obtaining a reading from one or more Company- or Customer-owned meters on request, limited to one charge per account per visit .......................................................... $19.00
GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

2. Special Services at Cost: Upon the request of a Customer or agent of the Customer (A through K, and M through P) or upon the Department of Transportation's (DOT) request (L), the Company will perform the following special services and charge the Customer, the Customer’s agent, or DOT upon the basis of cost to the Company as defined in paragraph 3 "Definition of Cost":

(A) Install temporary services as set forth in General Rule III-1 (F);

(B) Change the point of service termination or location of the service lateral as set forth in General Rule III-3 (B) (2);

(C) Relocate a Company-owned or jointly-owned pole, provided that the City, Town or Village will issue an order at the Customer's request to relocate any existing street lighting equipment;

(D) Make temporary changes to Company facilities to permit the moving of a building or equipment from one location to another;

(E) Temporarily relocate underground service to City-owned or Company-owned lamppost, traffic standard, or similar facilities;

(F) Relocate Company street facilities to accommodate Customers;

(G) Remove and relocate Company facilities when a street is to become private property;

(H) Install underground service from Company’s overhead lines on the street;

(I) Provide kilowatt demand pulses for single and/or coincident demand meters;

(J) Inspect, maintain, repair, and replace transformers and related service facilities for Customers receiving high tension service which is metered on the low tension side of the transformer, as provided in General Rule III-8;

(K) For a Customer served under Rider N, prepare an emergency supply plan and a storage facility; provide if requested, store, maintain, and test the mobile generating equipment associated with the Rider N service; transport the generating equipment to the Customer's service address; and supply personnel and fuel to operate the generating equipment;

(L) Service discontinuance to outdoor signs deemed to be a public nuisance at the request of the New York State Department of Transportation;

(M) Perform incidental environmental remediation work on Customer premises associated with the Company’s performance of its transmission and distribution service obligations;

(N) Interrupt or restore service to a Customer’s premises to accommodate internal maintenance and/or repair activities, provided that the charge is not applicable when such service interruption or restoration is performed between 7 AM and 3 PM, Monday through Friday, excluding holidays;

(General Information - Continued on Leaf No. 83)
GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

2. Special Services at Cost - Continued

(O) Perform engineering work when the Company must design non-standard specifications for structures to house the Company’s transformers and associated equipment on the Customer’s premises to address site-specific conditions; and

(P) Expose the Customer's property line splice box to determine the fault location of cable, when the fault is not located within a Company facility; provided, however, that there will be no charge for exposing the property line splice box to a 1, 2 or 3 family house.

3. Definition of Cost: The cost to be charged for the furnishing of the special services listed in paragraph 2 "Special Services at Cost," consists of the following elements of cost where applicable. Where applicable, charges shall be increased to reflect the Percentage Increase in Rates and Charges, as explained in General Information Section VIII and shown on the related Statement.

Labor of the Company organization unit involved at average payroll rate plus related expenses and indirect costs. Overtime and Sunday rates will be charged where applicable;

Material at the average actual storeroom price plus 14.5% for handling cost (sales taxes to be added where applicable);

Use of transportation vehicles at rates covering operation, maintenance, carrying charges, and taxes;

Contract work and sundry vendors' bills at invoice cost, including any taxes contained therein;

Use of large tools and equipment at rates covering operation, maintenance, and carrying charges;

Corporate overhead for engineering, drafting, administration, and inspection at 20% of the foregoing items, provided, however, that when the labor cost for engineering or drafting is separately stated, corporate overhead for administration and inspection at 4%;

Salvage credit at storeroom price of materials reduced by salvaging cost, or at junk value;

Governmental permits or licenses necessary to perform the service;

Mobile generating equipment for service under Rider N at invoice cost, including any taxes contained therein, if purchased or at reproduction cost new less accrued depreciation if from on-hand equipment, plus costs incurred in purchasing, including acceptance inspection and testing (sales taxes to be added where applicable);

Fuel for mobile generating equipment operation at invoice cost, including any taxes contained therein; and

Use of real property at a rate covering operation, maintenance, carrying charges, and taxes.

(General Information - Continued on Leaf No. 84)
GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

4. Request for Individual Company Records

All requests for Company records by a Customer or its authorized agent pertaining to Customer billing will be charged at the following rates:

(a) There will be no charge for a statement of account covering the most recent two years from the date of the request. The statement will be provided within five business days of the request.

(b) For statements of account going back from two to not more than six years from the date of the request, the charge is $15.00 per account per year, or part thereof, except when there is a specific billing dispute, as prescribed in the Company's operating procedures. Information provided on statements of accounts will be limited to the Customer's billing dates, meter reading indices, energy usage, bill amounts and payments.

5. Request for Aggregated Company Records

A building owner or its authorized agent may request that the Company provide aggregated information concerning a building’s electricity usage (i.e., for all units plus common areas) in kilowatt-hours (“kWh”) and, where demand is metered, in both kWh and demand in kilowatts (“kW”) covering up to the most recent two years from the date of the request.

All requests for Company records will be subject to the following terms and charges:

(a) Building-Level Data, provided solely in aggregate form, without revealing particularized or identifiable Customer information

The charges are as follows: (i) $102.50 per request per building for information covering the lesser of 24 months or the months of data in the Company’s database of current Customers, and (ii) $102.50 per hour of Company labor (calculated in half-hour increments and rounded up to the nearest half-hour) for archived information.

(b) Tenant-level Data, provided for all directly-metered accounts in the building for which the Company has received written consent from the Customer authorizing the release of information to the building owner or its agent

The charge is $102.50 per hour of Company labor (calculated in half-hour increments and rounded up to the nearest half-hour).

(c) All requests for building-level or tenant-level data must be made in writing and must state the relationship of the requestor to the building and the reason the information is being requested. The Company will comply with requests within 15 business days or within a reasonable period thereafter if the Company receives multiple requests during such timeframe.

(d) If building-level or tenant-level data is requested for both electricity and gas in a building receiving the Company’s electricity and gas service, half of the applicable charge will be allocated to the electric service and half to the gas service.

(General Information - Continued on Leaf No. 84-A)
GENERAL INFORMATION - Continued

IV-A. Meter Upgrades and Purchases

1. Customers billed under all Service Classifications may request meter upgrades from the Company for a charge, upon the basis of cost to the Company as defined below. The cost to be charged for the meter upgrade consists of the following elements, where applicable:

   (a) Labor of the Company organization unit involved at average payroll rate plus related expenses and indirect costs. Overtime and Sunday rates will be charged where applicable;
   (b) Material (including but not limited to meter, input/output boards, demarcation box, adapters) at the average actual storeroom price plus handling costs at the Company’s current rate;
   (c) Corporate overhead at the Company’s current rate;
   (d) Reimbursement of net present value of federal tax expenses attributable to meter upgrade.

Charges hereunder will be increased by the applicable percentage as explained in General Information Section VIII-(A).

2. Customers billed under Rate II of Service Classification Nos. 5, 8, 9, or 12 or under Service Classification No. 13 may own the meter(s) that measure their electric service, provided that all electric meters for the Customer’s account are owned by the Customer. The cost to be charged for a meter consists of the elements described in paragraph 1, where applicable, plus:

   (a) if the Customer purchases a meter already in place, the charge includes, for the type of meter, the higher of the replacement cost of the meter new less depreciation or the undepreciated book cost of the Company meter; or
   (b) if the Customer purchases a new meter, the charge includes the Company’s undepreciated book cost of the Company meter that is removed or the cost of refurbishment if the removed meter is reused.

IV-B. Competitive Metering Services

1. Eligibility of Competitive Metering Service Providers

To provide Competitive Metering Services to Customers, Meter Service Providers (“MSPs”) and Meter Data Service Providers (“MDSPs”) must have received a letter of eligibility from the State of New York Department of Public Service and have executed a Competitive Metering Services Agreement with Con Edison.

An MSP or MDSP providing services to Customers must comply with the applicable requirements, performance standards and regulations as set forth in New York Practices and Procedures for the Provision of Electric Metering in a Competitive Environment (the “Meter Manual”) as adopted by the Public Service Commission in Case Nos. 00-E-0165 and 94-E-0952 and as may be amended from time to time by the Commission. The Meter Manual requires, among other things, that meters physically interface with the service end points of the Company’s distribution system and be capable of developing and supplying billing determinants in a manner and timeframe consistent with the requirements of the Company. The Meter Manual is set out in Addendum-MET to this Rate Schedule.

Each MSP and MDSP offering competitive metering services in the Company’s service territory shall agree to indemnify, defend and save harmless the Company from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims, including, but not limited to, reasonable attorneys’ fees and the costs of investigation, (collectively “claims”), in connection with any action, suit or proceeding by or on behalf of any person, firm, corporation or other entity arising from, caused by or relating to the metering services and meter data services provided or to be provided by the MSP or MDSP.

(General Information - Continued on Leaf No. 84-B)
GENERAL INFORMATION - Continued

IV-B. Competitive Metering Services - Continued

2. Charges for Special Services

If an MSP requires access to a current or potential transformer, the charge will be $20.00 for a Company visit.

If scheduled work requires a Company visit and the MSP fails to arrive within the agreed-upon time frame, the charge to the MSP will be $20.00.

If an MSP does not repair or replace any unsafe, inoperative, or defective meter or tampered meter within ten days, the Company may replace the meter with a Company-owned meter, and the MSP will be charged $150.00 toward the cost of meter replacement.

If an MSP does not correct a meter data anomaly within thirty days, the Company may replace the meter with a Company-owned meter, and the MSP will be charged $150.00 toward the cost of meter replacement.

If a Company visit is required when a Customer switches to or from Competitive Metering Services, or when a Customer switches between MSPs, the charge to the MSP will be $20.00. Where Customers switch between MSPs, the charge will be assessed to the new MSP.

If a Customer switches from Competitive Metering Services to the Company’s service, the owner of the existing meter and the Company may agree on one of the following alternatives: (a) the Company removes the meter at a charge of $150.00 and returns the meter to the owner; (b) the owner abandons the meter in place, or (c) the owner resells the meter to the Company at a mutually agreed-on price.

If a Customer is switched without the Customer’s authorization from the Company’s service to Competitive Metering Services or from its existing provider of Competitive Metering Services to a new provider, the Company will charge the switching party all costs incurred by the Company.

If an MSP-owned meter must be removed by the Company to discontinue the Customer’s service for nonpayment, the charge to the Customer will be $150.00.

V. Provisions Hereof Subject to Termination, Change or Modification

This Rate Schedule and the Service Classifications, rates, general information, rules, regulations, terms and conditions, characteristics of service, forms of application, riders, and other provisions, contained or referred to in this Rate Schedule and in any revised leaf thereof, including agreements for service, are subject to such termination, change or modification, at any time, as may be provided by the lawful orders of the Public Service Commission or in any Schedule or revised leaf subsequently issued and in effect according to law. The Company reserves the right, in any manner permitted by law and at any time, to terminate, change, or modify this Rate Schedule and any of the Service Classifications, rates, general information, rules, regulations, terms and conditions, characteristics of service, forms of application, riders, and other provisions, contained in this Rate Schedule and in any revised leaf thereof including agreements for service.

(General Information - Continued on Leaf No. 85)
VI. Service Classification Riders (Available on Request)

RIDER A

Applicable to Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 11, 12, and 13

A - CONTINUANCE OF AGREEMENT FOR SERVICE BY RECEIVER, TRUSTEE, OR LIKE OFFICER OF COURT

In consideration of Consolidated Edison Company of New York, Inc., continuing the agreement between it and .................................................................................................................................................................................................................................................................................................................. (Name of existing Customer) for the furnishing of electric service or gas service, or both, (as indicated on the Customer's agreement to which this Rider is appended) at .................................................................................................................................................................................................................................................................................................................. (Premises served under agreement) with .................................................................................................................................................................................................................................................................................................................. (Name of Receiver, Trustee, or other Officer) Receiver, Trustee, or other like Officer {in/of} .................................................................................................................................................................................................................................................................................................................. {we/I} hereby assume the obligations of the annexed agreement and agree to pay for such service used in said premises at the rate specified in said agreement until 5 days after written notice is given to the Company to discontinue such service in said premises.

(To be appended to original agreement for service)

Date ............................................................ Signature .................................................... ...............................................

(of Receiver, Trustee, or other like Officer of Court)

Mailing Address.............................................................................................................. ...............................................

Date ...........................................................Reviewed by:.................................................. ...............................................

Date ...........................................................Approved by:.................................................. ...............................................

(General Information – Continued on Leaf No. 86)
VI. Service Classification Riders (Available on Request) - Continued

RIDER B

Applicable to Service Classification Nos. 2, 5, 8, and 9, to religious corporations or associations under Service Classification Nos. 1 and 7, and to veterans' organizations which were receiving service under this Rider when transferred to Service Classification Nos. 1 or 7, subject to the provisions thereof

(Available only in the Boroughs of Manhattan, The Bronx, Brooklyn and Queens, and the County of Westchester)

Service under the provisions of this Rider is available only to a Customer who was taking service under a Rider B agreement on May 31, 1959, and only as to such buildings or parts of buildings which were included in said Customer's Rider agreement on such date.

B - CONJUNCTIONAL BILLING

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are under a common ownership or leasehold for not less than a 5 year term, of public record in the name of the Customer, the electric energy supplied to such buildings or parts of buildings will be added, and the separate maximum demands of such buildings or parts of buildings will be added, for the purpose of determining the amount of the bill which such Customer shall receive for service, provided:

(1) The buildings or parts of buildings are not more than 100 feet apart; or

(2) The buildings or parts of buildings, separated by a City street, are situated upon parcels of land which occupy wholly or in part immediately opposite street frontages on the same street; or

(3) The buildings or parts of buildings are situated upon the same parcel or contiguous parcels of land and are exclusively occupied and used by the Customer as a unitary enterprise at one location and under one management; or

(4) The buildings or parts of buildings are electrically connected by the Customer's own distribution system, which has been approved by the State, municipal and insurance authorities having jurisdiction.

(General Information - Continued on Leaf No. 87)
VI. Service Classification Riders (Available on Request) - Continued

RIDER B - CONJUNCTIONAL BILLING - Continued

Each Customer hereunder shall furnish to the Company satisfactory proof that the buildings or parts of buildings in question conform to the above-stated conditions and to the other terms of the Service Classification to which this Rider is being applied, and that the use of electric energy within such buildings or parts of buildings conforms in all respects to the regulations contained in the Company's Rate Schedule. Upon any change in this relationship, or in such use, contrary to these conditions, the Customer agrees to forthwith notify the Company thereof in writing, and agrees that such Customer's application and its acceptance for the Company shall become null and void.

Buildings or parts of buildings included in this Rider ..............................................................................................................
.........................................................................................................................................................................................

Date ................................ Full name of Customer ....................................................................................................................
by ..................................................................................................................................................................................
(Signature and title of authorized representative or agent)

Date ................................ Reviewed by: ..........................................................................................................................

Date ................................ Approved by: ...........................................................................................................................

(General Information – Continued on Leaf No. 88)
GENERAL INFORMATION - Continued

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

RIDER C

Applicable to Service Classification Nos. 1, 2, 7, 8, and 9 subject to the provisions thereof
(Available only in the Boroughs of Manhattan, The Bronx, Brooklyn and Queens)

Service under the provisions of this Rider is available only to a Customer who was taking service under a Rider C agreement on May 31, 1959, and only as to such buildings or parts of buildings which were included in said Customer's Rider agreement on such date.

C - INTERCOMMUNICATING BUILDINGS

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are under a common ownership or leasehold, of public record in the name of the Customer, and are intercommunicating by means of doors or passageways permitting persons to pass from one building to the other without going outside of either building, and also are operated as a single property, the electric energy supplied to such buildings or parts of buildings will be added and the separate maximum demands of the buildings or parts of buildings will be added, for the purpose of determining the amount of the bill which such Customer shall receive for service.

The Customer will, on request, furnish to the Company satisfactory proof that the buildings or parts of buildings in question conform to the above-stated conditions and to the other terms of the Service Classification to which this Rider is being applied, and that the use of electric energy within such buildings or parts of buildings conforms in all respects to the regulations contained in the Company's Rate Schedule. Upon any change in this relationship, or in such use, contrary to these conditions, the Customer agrees to forthwith notify the Company thereof in writing, and agrees that such Customer's application and its acceptance for the Company shall become null and void.

Buildings or parts of buildings included in this Rider........................................................................................................
...............................................................................................................................................................................................
Date ..............................................................Full name of Customer...................................................................................
by .............................................................................................................
(Signature and title of authorized representative or agent)

Date ...........................................................Reviewed by:.................................................. ..........................................

Date ...........................................................Approved by:.................................................. ..........................................

(General Information - Continued on Leaf No. 89)
VI. Service Classification Riders (Available on Request) - Continued

RIDER D

Applicable to Service Classification Nos. 1, 2, 7, 8, 9, and 12

D - OPERATION OF FIRE ALARM OR SIGNAL SYSTEM

It is further understood and agreed that the Company will supply service hereunder for the operation of fire alarm or signal systems on an unmetered basis at the following rates and charges:

1. For service connection ................................................................................................................ $ 88.56

2. For each gong or signal circuit, or combination of gong or signal circuits, in which there is a continuous flow of current of not over 125 milliamperes, the voltage of the supply being approximately 120 volts, or the equivalent (taken as 15 volt-amperes) at other supply voltages,
   when the Customer is also taking metered service under this agreement ........................................ $ 6.08 per month
   when no metered service is being supplied under this agreement ............................................... $ 18.19 per month

3. For each additional 125 milliamperes (or equivalent) of continuous flow, or fraction thereof, an additional charge of $ 6.08 per month

Billing and Payment Processing Charge

Charges are as shown in General Information Section VIII(B).

Increase in Rates and Charges

The rates and charges under this Rider are increased by the applicable percentage as explained in General Information Section VIII-(A) and shown on the related Statement.

The Customer shall provide all wiring necessary to connect the fire alarm or signal system with the Company's special service cutout, the location of the latter being determined by the Company.
GENERAL INFORMATION - Continued

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

RIDER D - OPERATION OF FIRE ALARM OR SIGNAL SYSTEM - Continued

No lamps or other energy consuming devices of any character shall be connected to the fire alarm or signal system; nor shall the amount of energy taken by the fire alarm or signal system exceed the maximum number of amperes, or fraction of an ampere, per gong or signal circuit, specified in the agreement.

Premises to be supplied................................................................................................................................

Borough or Municipality ..............................................................................................................................

Date Full name of Customer .................................................

by
(Signature and title of authorized representative or agent)

Date Reviewed by: ............................................

Date Approved by: ............................................

The foregoing rates and charges shall apply to all electric service supplied hereunder on and after the effective date hereof. Where a bill includes periods before the effective date and after the effective date, the rates and charges applicable will be prorated based on the number of days of service rendered before the effective date and on and after the effective date related to the total number of days in the billing period.

(General Information - Continued on Leaf No. 91)
VI. Service Classification Riders (Available on Request) - Continued

RIDER E

Applicable to Service Classification Nos. 2, 5, 8, 9, and 12, except for Customers taking service under Rider G, subject to the provisions thereof

(Available only in the Boroughs of Manhattan, The Bronx, Brooklyn and Queens)

E - SERIES METERING - OWNER'S OR LANDLORD' S AGREEMENT

Permission has been given to ................................................................. a tenant of the undersigned in the building at ................................................................. , to use a series meter of the Company on the Customer's premises so connected with the wiring of the building that it will receive energy through the master meter which is supplied and maintained in connection with the Company's service, with the understanding that the energy registered by the series meter will be deducted from the record of the master meter.

It is understood that when the Service Classification to which this Rider is attached, and made a part thereof, provides for charges based on demand, the demand incurred by the tenant abovementioned will not be deducted from the maximum demand as registered by the master demand meter in computing the amount of demand charge for which the undersigned will be billed.

It is understood that in addition to the energy registered by the series meter, the master meter will register such additional energy as is required for the operation of the series meter and such losses as are incidental to the transmission of the energy consumed through the series meter over the wiring of the building.

It is understood that under this permit the undersigned assumes no responsibility for the energy indicated by the series meter.

Date ................................................................. Full name of Customer .................................................................

by ........................................................................................................

(Signature and title of authorized representative or agent)

Date .......................................................Approved by: .................................................................

Date .......................................................Accepted by: .................................................................
VI. Service Classification Riders (Available on Request) - Continued

RIDER F

Applicable to Service Classification Nos. 1, 2, 7, and 9 subject to the provisions thereof, provided that the owner or lessor is taking service under Rider E
(Available only in the Boroughs of Manhattan, The Bronx, Brooklyn and Queens)

F - SERIES METERING - TENANT'S AGREEMENT

Permission having been given to ........................................................................................................................................
by ..................................................................................................................................................................................{Owner/Lessor}
of the building at ..........................................................................................................................................................

to use the electric energy supplied by the Company through a series meter of the Company and supplied from the general building riser, it is understood and agreed that if the Company discontinues its supply of electric energy to the building for any cause, the undersigned will not request said Company to supply electricity through the series meter.

Date .................................................Full name of Customer ........................................................... ...........................................
by .................................................................................................................................................................
(Signature and title of authorized representative or agent)

Date ...............................................Reviewed by: ........................................................... ...........................................................

Date ..................................................Approved by: ........................................................... ..........................................................
GENERAL INFORMATION - Continued

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

RIDER G

Applicable to Service Classification Nos. 2, 8, 9, 12, and 13
(Available throughout the entire territory served by the Company)

G - SUBMETERING

Notwithstanding the restrictions on submetering contained within each Service Classification to which this Rider is applicable, electricity for submetering may be supplied as follows:

(1) to master metered or new or renovated residential rental units owned or operated by private or government entities, after Public Service Commission approval of an application submitted by the prospective submeterer that satisfies applicable requirements specified in Part 96 of the Public Service Commission's rules;

(2) to directly metered or master metered residential cooperatives and condominiums where all tenants are shareholders, provided that the prospective submeterer certifies to the Company that applicable requirements, of Part 96 of the Public Service Commission's rules, have been or will be met, and that:

(a) if the premises are directly metered 70% of the shareholders participating in a canvass, conducted upon adequate written notice to all shareholders, or

(b) if the premises are master metered a majority of the shareholders participating in a canvass, conducted upon adequate written notice to all shareholders,

have voted in favor of the submetering proposal;

(3) to new or renovated residential cooperatives and condominiums where all tenants are or will be shareholders, after Public Service Commission approval of an application submitted by the prospective submeterer that satisfies applicable requirements specified in Part 96 of the Public Service Commission's rules, provided that upon transfer of control to the appropriate Cooperative or Condominium Board, the Board shall certify to the Company that the Board will submeter electricity according to a plan that satisfies the applicable requirements in Part 96 of the Public Service Commission's rules;

(General Information - Continued on Leaf No. 94)
VI. Service Classification Riders (Available on Request) - Continued

RIDER G - SUBMETERING - Continued

(4) to direct metered or master metered residential cooperatives and condominiums where one or more tenants are non-shareholders, if the prospective submeterer certifies to the Company that all non-shareholder tenants have approved a plan that satisfies applicable requirements specified in Part 96 of the Public Service Commission's rules, except that if one or more non-shareholder tenants refuse to agree to the plan proposed by the submeterer, submetering to such tenants shall be permitted only after Public Service Commission approval of an application submitted by the prospective submeterer that satisfies applicable requirements specified in Part 96 of the Public Service Commission's rules;

(5) to master metered or new or renovated campgrounds, recreational trailer parks, and marinas; to master metered commercial rental premises, to new or renovated commercial rental premises and, after approval by the Public Service Commission, to commercial tenants receiving directly metered service on November 14, 1979.

(General Information - Continued on Leaf No. 95)
GENERAL INFORMATION - Continued

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

RIDER H

Applicable to Service Classification Nos. 1, 2, 7, 8, 9, and 12

H – NYSERDA LOAN INSTALLMENT PROGRAM

Pursuant to the Power New York ("PNY") Act of 2011 (L. 2011, c.388), the New York State Energy Research and Development Authority or its designated agent ("NYSERDA") will administer a loan program for qualifying residential and non-residential Customers for the installation of qualified energy efficiency services (as that term is defined in subsection 1891(12) of the Public Authorities Law) on a Customer’s property. Beginning no later than May 30, 2012, installments for such loans will be shown on and collected through the Customer’s utility bill except as provided below. Customers shall repay the loan installment amounts on their utility cycle bills.

Eligibility

As set forth in the PNY Act of 2011, the Company will bill and collect NYSERDA Loan Installment amounts on a customer’s utility bill when notified by NYSERDA that these NYSERDA Loan Installments apply to the customer’s utility account. Unless otherwise precluded by law, participation in the NYSERDA Loan Installment program shall not affect a Customer’s eligibility for any rebate or incentive offered by the Company. In order to comply with the requirements set forth in the PNY Act of 2011, the Company will provide NYSERDA, or its agents, certain customer information and take other actions for purposes of the NYSERDA Loan Installment Program.

Customers will be eligible on a first-come, first-served basis, provided that the number of Customers taking service under this Rider does not exceed one-half of one percent of the total 2011 customer population as reported to the Commission for purposes of calculating the Company’s complaint performance rate as of December 31, 2011, on a first-come, first-served basis.

Billing, Collections, and Payment

Beginning no later than the second cycle bill after the Company receives from NYSERDA a valid Customer account number, monthly NYSERDA loan installment amount, and number of loan installment amounts to be billed, each cycle bill issued to the Customer shall include the monthly loan installment amount until the number of loan installments billed equals the number of loan installment amounts to be billed or the account is closed, whichever occurs first. A Customer receiving bills on a bi-monthly basis will be billed for two loan installment amounts on each bill.

The Customer will be required to pay NYSERDA loan installment amounts when bills are due. The rights and responsibilities of residential Customers participating in the NYSERDA Loan Installment Program are governed by the provisions of Article 2 of the Public Service Law. Unpaid loan installment amounts will be subject to the provisions of this Rate Schedule regarding:

(a) charges for late payment, collection, reconnection, and dishonored checks,
(b) deferred payment agreements, and
(c) termination/disconnection and reconnection of service.

(General Information - Continued on Leaf No. 96)
VI. Service Classification Riders (Available on Request) - Continued

**RIDER H – NYSERDA LOAN INSTALLMENT PROGRAM - Continued**

### Billing, Collections, and Payment - Continued

Occupants of a multiple dwelling or two-family dwelling who pay utility charges in order to avoid termination of service or to restore service that was terminated to the entire dwelling, pursuant to Public Service Law Sections 33 and 34 and 16 NYCRR 11.7 or 16 NYCRR 11.8, shall not be required to assume the NYSERDA Loan Installment amounts and such arrears and/or prospective amounts shall remain the responsibility of the incurring Customer.

NYSERDA loan installment amounts will not be subject to the Increase in Rates and Charges described in General Information Section VIII-(A).

A Customer remitting less than the total amount due on a utility bill that includes a NYSERDA loan installment amount shall have such partial payment first applied as payment for electric and/or gas charges. If there are monies remaining after application to the Company’s electric and/or gas charges, any remaining amount will be applied to loan installment amounts.

A Customer remitting more than the total amount due on a utility bill that includes a loan installment amount shall have the overpayment applied first to subsequently billed electric and/or gas charges and then to NYSERDA loan installment amounts as they are billed. The Company will not apply Customer overpayments as a prepayment of NYSERDA loan installment amounts or as full repayment of the loan. Customers wishing to make loan prepayments or satisfy the balance of the loan amount outstanding must arrange directly with NYSERDA for such payments.

The Company will not provide interest on overpayments of NYSERDA loan installment amounts.

### Term

NYSERDA will advise the Company of the number of the NYSERDA loan installment amounts to be paid at the premises where the energy efficiency measures are installed. The responsibility of the Company is limited to providing billing and collection services for NYSERDA. Such billing and collection services shall be available regardless of whether the electricity or natural gas delivered by the Company is the customer’s primary energy source. The NYSERDA loan obligation shall survive changes in ownership, tenancy and meter account responsibility unless fully satisfied. In the event the NYSERDA loan is not satisfied when a Customer’s account is closed and NYSERDA notifies the Company to bill loan installment amounts to a successor Customer, such successor Customer will be subject to all terms and conditions of this Rider.

Only one NYSERDA loan installment obligation can exist on a Customer’s utility account. Should a Customer enter into an additional loan agreement with NYSERDA, NYSERDA will consolidate the loans and notify the Company of the new NYSERDA monthly loan installment amount and number of installment amounts to be paid.

When an account with a NYSERDA loan is closed, loan installment amounts that were billed but unpaid will be transferred to the Customer’s new account established with the Company, provided, however, that if the Customer does not establish a new account with the Company forty-five (45) days after the account is closed, the Company will cease its collection activity for the NYSERDA loan installment arrears and advise NYSERDA so it can pursue collection of the outstanding billed amount(s).
VI. Service Classification Riders (Available on Request) - Continued

RIDER H – NYSERDA LOAN INSTALLMENT PROGRAM - Continued

Account Information

In order to comply with the requirements set forth in the PNY Act of 2011, the Company will provide NYSERDA with account closure information and successor Customer information for a premises with an outstanding NYSERDA loan, including Customer name, utility account number, loan number, mailing address and service address. Such information, as applicable, will also be provided to NYSERDA for new loans.

Where there is an outstanding NYSERDA loan obligation, each successor Customer is deemed to have consented to the Company’s disclosure to NYSERDA of the above Customer information.

Customer Questions and Billing Disputes

Questions related to the NYSERDA Program and complaints relating to the Company’s billing of NYSERDA loan installment amounts shall be directed to NYSERDA. At least annually, the Company will provide Customers participating in the NYSERDA Loan Installment Program the following information in the Customer’s utility bill: (a) the amount and duration of remaining monthly payments under the NYSERDA Loan Installment Program; and (b) NYSERDA’s contact information and procedures for resolving customer complaints regarding the NYSERDA Loan Installment Program.
VI. Service Classification Riders (Available on Request) – Continued

Rider I

Applicable to Service Classification No. 8
(Subject to the provisions thereof)

Rider I - Experimental Rate Program for Multiple Dwellings

(A) Applicability: To Customers who are eligible for service under Rate I of Service Classification No. 8 and participate in NYSERDA’s Multi-Family Pilots for Time Sensitive Prices, Demand Response and Load Management (“NYSERDA’s Program”). A maximum of thirty-five Customers will be served hereunder. A Customer may not take service under this Rider in conjunction with service under Rider R.

(B) Term of Service: Service under this Rider will commence with the Customer’s first bill having a “from” date immediately following notification from NYSERDA that the Customer has been enrolled in NYSERDA’s Program and installation of interval metering. Service under this Rider will terminate upon NYSERDA’s notification to the Company that it is terminating the Customer’s participation in NYSERDA’s Program or upon expiration of NYSERDA’s Program, whichever occurs first. A Customer may elect to discontinue service under this Rider after a minimum term of one year; provided, however, that such Customer will be ineligible to participate under this Rider thereafter. Subject to regulatory approval, the level of the rates and charges and terms and conditions of service may vary from those initially offered.

(C) Metering: Each Customer's entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wiring in good working order. If the Customer's service is not measured by one or more interval meters provided in connection with other Company service requirements, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability and arrange for telecommunications service, at the Customer's expense (net of any available discount or rebate received by the Customer) before service commences under this Rider.

(D) Contract Demand: Billing under this Rider requires the establishment of a Contract Demand, expressed in kW. For purposes of this Rider, Contract Demand is equal to the highest demand registered on the meter(s), including the registered demand for the predecessor Customer, during the 24 months prior to commencing service under this Rider. If less than 24 months of demand history is available, the Company will establish the Contract Demand based on an estimate. Where both low tension and high tension service are delivered to a Customer's account, separate Contract Demands will be established for the low tension service and the high tension service. If the monthly maximum demand exceeds the Contract Demand at any time after the Customer commences service under this Rider, the monthly maximum demand will become the Contract Demand in that month and thereafter.

A Customer’s Contract Demand may be adjusted to a lower level if NYSERDA provides documentation acceptable to the Company that the electrical load in a Customer’s premises is permanently reduced through changes in equipment and NYSERDA specifies in writing the reductions in peak kW resulting from such changes. No adjustment will be made to the Contract Demand retroactively or based on expectations of changes in weather. For a Customer whose Contract Demand has been reduced in the current month, subsequent Contract Demands will be determined in the same manner as for other Rider I Customers, except that the demand history prior to the reduction will not be considered in determining the Customer’s Contract Demand for subsequent months.

(General Information – Continued on Leaf No. 98)
VI. Service Classification Riders (Available on Request) – Continued

I - Experimental Rate Program for Multiple Dwellings - Continued

(E) Billing:

1. Customers served under this Rider are subject to the Customer Charge per month, the Delivery Service Contract Demand Charge, and the As-used Daily Delivery Service Demand Charges specified hereunder in place of the Demand Delivery Charges (and Minimum Charge if applicable) and Energy Delivery Charges specified in Rate I of Service Classification No. 8.

2. Delivery Service Contract Demand Charges are determined by multiplying the Contract Demand by the applicable charge.

3. For each day in the billing period for which As-used Daily Delivery Service Demand Charges are to be determined, the As-used Daily Delivery Service Demand Charge for Period 1 shall be determined by multiplying the daily maximum demand during Period 1 by the per-kilowatt As-used Daily Delivery Demand Charge applicable to Period 1.

For the months of June through September, As-used Daily Delivery Service Charges shall also be determined for Period 2. The applicable Period 2 As-used Daily Delivery Service Demand Charge will depend on the time of the 2006 Summer Billing Period peak of the Company distribution network that serves the Customer.

For each day in the billing period for which As-used Daily Delivery Service Demand Charges are to be determined for the months of June through September, the As-used Daily Delivery Service Demand Charge for Period 2 shall be determined by multiplying the daily maximum demand during Period 2 by the per-kilowatt As-used Daily Delivery Service Demand Charge applicable to Period 2. As-used Daily Delivery Service Demand Charges, as billed during the months of June through September, are equal to the sum of the As-used Daily Delivery Service Demand Charges for Period 1 and Period 2.

As-used Daily Delivery Service Demand Charges are not prorated.

4. Customers served under this Rider are subject to the Billing and Processing Charge, Charges for Metering Services, the Monthly Adjustment Clause (“MAC”), the Adjustment Factor – MAC, the System Benefits Charge and Renewable Portfolio Standard Charge, and Additional Delivery Charges that are applicable to Rate I Customers served under Service Classification No. 8, as well as the Reactive Power Demand Charge, if applicable pursuant to General Rule III-11(X). In addition, Customers who purchase power and energy from the Company are subject to the Supply Charges applicable to Rate I Customers served under Service Classification No. 8.

5. Customers served under this Rider are not subject to the Minimum Monthly Charge applicable to service under Service Classification No. 8.
GENERAL INFORMATION- Continued

VI. Service Classification Riders (Available on Request) – Continued

I - Experimental Rate Program for Multiple Dwellings - Continued

(E) Billing - Continued

(6) Except as specified hereunder, Customers served under this Rider are subject to all other rates and charges and terms and conditions of service under Service Classification No. 8.

(7) Customers served under Service Classification No. 14-RA of the Retail Access Rate Schedule are eligible for service under this Rider if they receive billing under Service Classification No. 8 rather than Service Classification No. 14-RA rates.

(General Information – Continued on Leaf No. 99)
VI. Service Classification Riders (Available on Request) - Continued

RIDER I - EXPERIMENTAL RATE PROGRAM FOR MULTIPLE DWELLINGS - Continued

(F) Charges

<table>
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<th>Low Tension Service</th>
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</thead>
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<tr>
<td><strong>Customer Charge (per month)</strong></td>
<td>$390.03</td>
</tr>
<tr>
<td><strong>Delivery Service Contract Demand Charge (per kW of Contract Demand)</strong></td>
<td>$6.46</td>
</tr>
</tbody>
</table>

**As-used Daily Delivery Service Demand Charges, per kW of Daily Peak Demand for each specified time period:**

- **Charges applicable June through September**
  - **Period 1:** Mon. - Fri., 8 AM - 6 PM $0.4705
  - **Period 2:**
    - (a) Mon. - Fri., 10 AM - 5 PM, applicable to Customers served by a Company distribution network whose Summer 2006 peak occurred during those hours $1.3470
    - (b) Mon. - Fri., 5 PM - 9 PM, applicable to Customers served by a Company distribution network whose Summer 2006 peak occurred during those hours $1.1691

- **Charges applicable for all other months**
  - **Period 1:** Mon. - Fri., 8 AM - 10 PM $0.7273

<table>
<thead>
<tr>
<th>High Tension Service</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Charge (per month)</strong></td>
<td>$390.03</td>
</tr>
<tr>
<td><strong>Delivery Service Contract Demand Charge (per kW of ContractDemand)</strong></td>
<td>$5.57</td>
</tr>
</tbody>
</table>

**As-used Daily Delivery Demand Service Charges, per kW of Daily Peak Demand for each specified time period:**

- **Charges applicable June through September**
  - **Period 1:** Mon. - Fri., 8 AM - 6 PM $0.4705
  - **Period 2:**
    - (a) Mon. - Fri., 10 AM - 5 PM, applicable to Customers served by a Company distribution network whose Summer 2006 peak occurred during those hours $0.4283
    - (b) Mon. - Fri., 5 PM - 9 PM, applicable to Customers served by a Company distribution network whose Summer 2006 peak occurred during those hours $0.3718

- **Charges applicable for all other months**
  - **Period 1:** Mon. - Fri., 8 AM - 10 PM $0.3983

(Date of Issue: March 1, 2011 Date Effective: April 1, 2011)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Applicable to Service Classification No. 9
(Subject to the provisions thereof)

J - BUSINESS INCENTIVE RATE

(A) Applicability: To non-governmental Customers eligible for service under Service Classification No. 9 of this Rate Schedule and meeting the requirements of this Rider. Service under this Rider will be available to Customers commencing service under this Rider on or after April 9, 1995 provided they meet the eligibility requirements set forth below.

(1) Eligibility: Service under this Rider will only be available to Customers who are receiving economic development benefits from state or local authorities as specified in subsections (a) and (b) below, to not-for-profit institutions utilizing space for biomedical research as specified in (c) below, and to Business Incubators and Business Incubator Graduates as specified in (d) below. This Rider is available to:

(a) Customers served in New Premises or Vacant Premises in New York City or Westchester County receiving a Substantial Real Property Tax Incentive or New York City Energy Cost Savings Program energy rebates;

(b) Customers receiving a Comprehensive Package of Economic Incentives commencing in 1995 or thereafter, irrespective of whether the Customer's premises are New Premises or Vacant Premises. Customers receiving a Comprehensive Package of Economic Incentives negotiated on or after January 1, 1998, who qualify under both this paragraph and paragraph (a) of section (A)(1), will be considered to be eligible solely under this paragraph.

(c) Not-for-profit institutions occupying newly constructed or converted space contained within newly constructed buildings, or space in additions to or renovations in existing buildings, where such space is solely or predominantly used for Biomedical Research (“Biomedical Research Customers”). Service under this Rider will be made available to such space and to associated administrative space within such buildings upon a showing of expected economic development benefits, including new jobs, as a result of the provision of this Rider over the long term and a showing that National Institute of Health grants will not contribute towards the cost of electric service covered by this Rider.

(d) Business Incubators and Business Incubator Graduates. The maximum load eligible for rate reductions under this Rider is 750 kW for any Business Incubator and 500 kW for any Business Incubator Graduate. If the Business Incubator or Business Incubator Graduate is a tenant in a redistribution building, its usage must be a minimum of 10 kW.

Service under this Rider is only available to Customers taking service in premises that satisfy the distribution facilities cost test provided under section (A)(6) of this Rider.
GENERAL INFORMATION - Continued

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

RIDER J

Applicable to Service Classification No. 9
(Subject to the provisions thereof)

J - BUSINESS INCENTIVE RATE

(A) Applicability - Continued

(1) Eligibility - Continued

Customers may take service under this Rider only if an energy efficiency audit has been performed either by NYSERDA or other governmental authority that administers energy efficiency programs or by an independent third party (e.g., a qualified energy audit firm under the Company’s Small Business Direct Install Program) or Customer personnel capable of conducting a comparable audit, except as follows:

(a) an efficiency audit will not be required for Customers who receive economic incentives as defined in section (A)(3)(b)(ii) of this Rider;
(b) a Business Incubator must have an energy efficiency audit performed within six months of applying for service under this Rider; and
(c) a Business Incubator Graduate must have the energy efficiency audit performed prior to taking service under this Rider, but no more than six months after signing a lease or obtaining a deed.

Business Incubators and Business Incubator Graduates must provide proof to the Company that: (a) they have had an energy audit performed, as described above; (b) they have installed the energy efficiency measures recommended in the audit or provided a reasonable explanation as to why recommended measures were not implemented; and (c) if they use 100 kW or more per month, they received paid rebates, if any. To remain eligible for service under this Rider, a Business Incubator must have an energy efficiency audit conducted once every five years and provide the proof specified above.

Customers taking service under Rider Q will be eligible for service under this Rider for power supplied and billed by the Company for electricity requirements in excess of that supplied under Rider Q.
GENERAL INFORMATION - Continued

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

RIDER J - BUSINESS INCENTIVE RATE - Continued

(A) Applicability - Continued

(2) Scope of Program:

(a) Subject to the provisions of B(3) of this Rider, up to 230 megawatts will be allocated to Customers commencing service on or after April 1995 under this Rider as follows:

(i) Service to attraction and retention Customers will not exceed 115 megawatts in the aggregate of which 15 megawatts will be available only in Westchester County.

(ii) For allocations of power under this Rider pursuant to contracts negotiated by governmental economic development agencies with attraction and retention customers on or before October 2, 2000 where the Customer initiates service under this Rider on or after April 1, 2001, the governmental economic development agency shall designate whether the customer will receive its allocation of power under section (A)(2)(a) or section (A)(2)(b) of this Rider.

(iii) For allocations of power under this Rider pursuant to contracts negotiated by governmental economic development agencies with attraction and retention Customers on or before October 2, 2000 utilizing power made available under section (A)(2)(a)(i) where the Customer initiates service under this Rider on or after April 1, 2001, (1) service to attraction and retention customers will be made available for an initial term of service of no less than three years and no more than ten years at the percentage reduction specified in section (B)(1)(a), and (2) service under this rider will terminate after the initial term, or the initial term will be followed by a phase-out period of three to five years as specified in section (B)(1)(b). The period of the initial term and the phase-out period, if any, will be specified in the contract.

(iv) Service to all other Customers under section (A)(2)(a) this Rider will not exceed 115 megawatts in the aggregate.

(General Information - Continued on Leaf No. 136-A)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE – Continued

(A) Applicability – Continued

(2) Scope of Program – Continued

(b) Beginning April 1, 2001, an additional 210 megawatts will be made available to Customers commencing service under this Rider. The additional 210 megawatts will be allocated as follows:

(i) Service to attraction and retention Customers will not exceed 160 megawatts in the aggregate of which 140 megawatts will be available in only New York City and 20 megawatts will be available in only Westchester County.

(ii) For allocations of power under this Rider pursuant to contracts negotiated by governmental economic development agencies with attraction and retention Customers utilizing power made available under section (A)(2)(b) where the Customer initiates service under this Rider on or after April 1, 2001, (1) service to attraction and retention customers will be made available for an initial term of service of no less than three years and no more than ten years at the percentage reduction specified in section (B)(1)(a), and (2) service under this Rider will terminate after the initial term or the initial term will be followed by a phase-out period of three to five years as specified in section (B)(1)(b). The period of the initial term and the phase-out period, if any, will be specified in the contract.

(iii) Service to all other Customers under this Rider will not exceed 50 megawatts in the aggregate of which 8 megawatts will be made available to Biomedical Research Customers as specified in section (A)(1)(c). Allocations of this additional power will be available only after the power available under section (A)(2)(a)(iv) has been fully allocated, except that allocations to Biomedical Research Customers will be available commencing April 1, 2001. Rate reductions provided to Customers under this subsection will be provided for a period of fifteen years, with an initial ten-year term of service at the percentage reduction specified in section (B)(2)(a), followed by a phase-out period of five years at which the percentage reduction specified in section (B)(2)(a) will be reduced one-sixth each year so that the rate reductions shall be phased out completely after the Customer's fifteenth year of Rider J service.

(c) Initially, service to Customers served under Service Classification No. 14-RA of the Retail Access Rate Schedule will be limited under this Rider to a total of 5 megawatts, on a first come basis. The Company will continue to monitor the Business Incentive Rate program, and propose adjustments to this limit, if necessary, to facilitate participation by all eligible Customers.

(d) Except as specified in section (A)(2)(f), as allocations to Customers in a particular program (i.e., New York City Comprehensive Package, Westchester Comprehensive Package, New and Vacant Program, Biomedical Research Program, and the Business Incubator Program) under this Rider expire, such allocations will be available for re-use in that program at the then-current Rider J rate.
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE – Continued

(A) Applicability – Continued

(2) Scope of Program – Continued

(d) - Continued

An additional 12 megawatts will be made available under the New and Vacant Program for use by not-for-profit institutions utilizing space for Biomedical Research as specified in section (A)(1)(c). The 12 megawatts will be phased-in as follows: 5 MW will be made available as of April 1, 2005; 2 MW will be made available as of April 1, 2006; and 5 MW will be made available as of April 1, 2007. Rate reductions provided to Customers under this subsection will be provided for a period of fifteen years, with an initial ten-year term of service at the percentage reduction specified in section (B)(2)(a) followed by a phase-out period of five years at which the percentage reduction specified in section (B)(2)(a) will be reduced one-sixth each year so that the rate reductions shall be phased out completely after the Customer's fifteenth year of Rider J service.

(e) Customers who are located within 250 feet of a steam main in the Borough of Manhattan and receive allocations of power on or after April 1, 2008, under either the New and Vacant Program or the New York City Comprehensive Package Program, will receive a reduction in their delivery service kW and kWhr eligible for bill reductions under this Rider for the months of June through September if they have electric and/or hybrid electric chillers (“Electric Chiller Reduction”). The Company will determine the kW and kWhr portions of the Electric Chiller Reduction based on information supplied by the Customer, including the nameplate rating of the chilling equipment and equipment efficiency information (“cut sheets”).

For each month during the months of June through September, the Customer’s kW and kWhr Electric Chiller Reduction will be deducted from the allocation of power made under this Rider to determine the Customer’s load eligible for the bill reductions specified in section (B)(2); provided, however, that the reduction can never result in a negative allocation.

(f) Beginning April 1, 2010, the following changes will be made:

(i) Twenty-five unsubscribed megawatts of the 140 megawatts allocated for recipients of New York City’s Comprehensive Package of Economic Development Incentives, pursuant to section (A)(2)(b)(i), will be re-allocated as follows:

(1) Five megawatts will be re-allocated to Customers receiving Westchester County’s Comprehensive Package of Economic Development Incentives. If, however, the projects are canceled or terminated, any unsubscribed kilowatts will revert back to New York City. Furthermore, if, in the future, all or some of the five megawatts are subscribed by Westchester projects, and New York City determines that it needs all or a portion of the five megawatts, the required kilowatts (up to five megawatts) will be re-allocated back to New York City before Westchester enrolls any new Customers or projects or expands allocations to existing Customers or projects; and

(2) Twenty megawatts will be re-allocated to Biomedical Research Customers (subject to the rate reductions specified in section (A)(2)(b)(iii)). This will increase the total allocation for biomedical research under section (A)(2)(b)(iii) to 40 megawatts.

(General Information - Continued on Leaf No. 137)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE – Continued

(A) Applicability – Continued

(2) Scope of Program – Continued
(f) - Continued

(ii) Up to three megawatts allocated under the New and Vacant Program will be re-allocated to Biomedical Research Customers in Westchester County during the term of the rate plan established in Case 09-E-0428, provided that: (a) the kilowatts are unsubscribed and the Company does not expect them to be subscribed under the New and Vacant Program during the term of the rate plan; and (b) Westchester demonstrates that the Biomedical Research Customer would not have otherwise opened the facility in Westchester County but for the Comprehensive Package of Economic Incentives, including the Rider J benefits.

(iii) Ten megawatts allocated to New York City pursuant to section (A)(2)(b)(i) will be allocated to Business Incubators and Business Incubator Graduates located in New York City, and two MW allocated under the New and Vacant Program will be reallocated to Business Incubators and Business Incubator Graduates located in Westchester County. Rate reductions will be provided to Business Incubators for up to a fifteen-year term, with an initial ten-year term of service at the percentage reduction specified in section (B)(2)(a), followed by a phase-out period of five years at which the percentage reduction specified in section (B)(2)(a) will be reduced by one-sixth each year so that the rate reductions shall be phased out completely after the Customer’s fifteenth year of Rider J service. Rate reductions will be provided to Business Incubator Graduates for nonrenewable five-year terms, with no phase-out period.

Rate reductions provided to Business Incubator Graduates will not be transferrable to other premises, unless the Business Incubator Graduate moved to another premises due to reasons outside the recipient’s control, including, but not limited to, a fire or other incident that renders the existing space uninhabitable, or a taking of the property by eminent domain. A Business Incubator Graduate who receives service under this Rider will continue to be eligible for service under this Rider for the remainder of its term if the Business Incubator Graduate remains at the same location and: (i) merges with another business, but does not change the name of its business; or (ii) changes the name of its business due to incorporation of the business, which was previously a sole proprietorship or partnership. Except as specified above, successor businesses and successor Customers will not be eligible to receive service under this Rider for any months remaining under the predecessor’s term of service under this Rider.

(General Information - Continued on Leaf No. 137)
GENERAL INFORMATION - Continued

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

RIDER J - BUSINESS INCENTIVE RATE – Continued

(A) Applicability – Continued

(3) Definitions

(a) "Substantial Real Property Tax Incentive" is defined as a tax incentive of at least five-years' duration established under either Section 485-b of the New York State Real Property Tax Law (in localities outside New York City) or Title 2-C or 2-D of the New York State Real Property Tax Law (in New York City) or under a similar provision of law providing such real property tax relief incentives for the express purpose of job development. The Customer shall provide the Company with suitable documentation of the receipt of the real property tax incentives.

(b) "Comprehensive Package of Economic Incentives" is defined as: (i) a separately-negotiated comprehensive package of economic incentives of at least five-years' duration conferred by the local municipality or state authorities, which would include substantial tax or similar incentives designed to maintain or increase employment levels in the service area and may include certification of eligibility for the New York City Energy Cost Savings program; or (ii) a grant under the Small Firm Attraction and Retention Grant Program or the World Trade Center Business Recovery Grant Program conferred by a local municipality or a state agency to promote business recovery and economic development in lower Manhattan following September 11, 2001 upon a Customer with a demand between 10 kW and 400 kW who pledges to remain at its place of business for at least three years; or (iii) low-cost financing conferred by the local municipality, state authorities, the federal government, or entities which are tasked to provide federal financing, stimulus funds, or make similar investments to not-for-profit institutions utilizing space for biomedical research as specified in section (A)(1)(c) of this Rider. The Customer shall provide the Company with suitable documentation of the receipt of the comprehensive package.

(c) "Energy Cost Savings Program" is defined as an energy cost rebate program administered by the City of New York pursuant to Title 22, Chapter 6, of the New York City Administrative Code.

(d) "New Premises" is defined as a building that is a new construction where the building is receiving a substantial real property tax incentive, energy rebates under the Energy Cost Savings Program, or a comprehensive package of economic incentives. Additions or extensions shall not qualify buildings as new premises.

(e) "Vacant Premises" is defined as a previously occupied building where at least 75 percent of the rentable commercial square foot area has been unoccupied for twelve consecutive months out of the 24 months preceding the first application for service in such building under this Rider and the building is receiving a substantial real property tax incentive, energy rebates under the Energy Cost Savings Program, or a comprehensive package of economic incentives.

(f) "Attraction and Retention Customers" is defined as Customers who are receiving a comprehensive package of economic incentives in exchange for a long-term commitment to locate, remain or relocate in the Company's service area.

(General Information - Continued on Leaf No. 137)
GENERAL INFORMATION - Continued

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

RIDER J - BUSINESS INCENTIVE RATE - Continued

(A) Applicability - Continued

(3) Definitions - Continued

(g) “Biomedical Research” is defined as research and development on use of cellular and molecular processes with a goal of creating products and solving health-related problems. Biomedical research includes research and development within the following disciplines: bioscience (adapting traditional research to commercial goals, studying the molecular, cellular and genetic causes of disease); biomedical and biological engineering (integrating physical, chemical, mathematical, computational science, and engineering principles to study biology, medicine, behavior and health); genomics (treatments based upon genetic manipulation); research instrumentation (screening, analysis, and computing used to assist in the research of disease and development of medicines and other treatments); translational medicine (application of research findings to commercially viable product development and to treatments that are directly applicable to human diseases); drug development (including research, development, and manufacturing of medicines and drug delivery); clinical research (studies of patient populations, analysis of treatments, and clinical trials); biomedical device development (development and manufacturing of medical instrumentation, supplies, imaging tools, and therapeutic devices); and biopharmacology (direct application of research to development of drug treatments).

(h) “New and Vacant Program” allocations refer to megawatts allocated under section (A)(2)(iv), section (A)(2)(b)(iii), and section (A)(2)(e) of this Rider.

(i) "Business Incubator" is defined as a facility that supports the launch and growth of start up and fledging businesses by providing: (1) a workspace at discounted rates; (2) access to a network of successful entrepreneurs and support organizations through a program of events and an advisory board; and (3) an array of targeted resources and services. "Business Incubator Graduate" is defined as a start up or fledging business that was a resident in a Business Incubator and left the Incubator in order to grow or expand its business. Businesses that are dismissed from the Incubator are excluded from this definition.

(4) Applications for Service: An application for service under this Rider must be made in writing to the Company. Applications under (A)(1)(a) made on and after January 1, 1998 must be made within 30 days of application for economic development benefits from state or local authorities as defined in sections (A)(3)(a) and (A)(3)(c) of this Rider. Applications made on and after April 1, 2008, for premises located within 250 feet of a steam main in the Borough of Manhattan must include information about the Customer’s electric and/or hybrid electric chilling equipment, including its nameplate rating and energy efficiency information. For Customers requesting service by virtue of the receipt of a Comprehensive Package of Economic Incentives, the application shall include a letter from the governmental economic development agency negotiating the package recommending acceptance for Rider J service.

(General Information – Continued on Leaf No. 138)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE - Continued

(A) Applicability - Continued

(4) Applications for Service - Continued

A Business Incubator may apply for service under this Rider at any time. Such Business Incubator must provide: (i) documented proof of funding or other support from New York City, Westchester County, other government entity, or another entity whose mission includes development of businesses in New York City or Westchester County; (ii) a certificate of incorporation or formation or its equivalent; and (iii) an analysis of the amount of electricity needed.

A Business Incubator Graduate must apply for service under this Rider within 60 days of leaving the Business Incubator and signing a deed or lease for commercial or research space, and it must provide: (i) proof of “graduation” from the Business Incubator; (ii) a certificate of incorporation or formation or its equivalent; (iii) a copy of the signed lease or deed for the business location; and (iv) an analysis of the amount of electricity needed.

Approval of an application will be contingent upon the Customer's receipt of economic development benefits and ability to meet other criteria established under this Rider. Except for applications by Business Incubators or Business Incubator Graduates, applications to commence service under this Rider after March 31, 2013, will not be accepted. Applications from Business Incubators and Business Incubator Graduates will be accepted through March 31, 2015. Subject to the consent of the Public Service Commission, applications for service prior to such date will not be accepted if the Company determines that the rate reductions provided hereunder are no longer cost justified.

(5) Restrictions as to the Availability of the Rider: Service under this Rider shall not be available as follows:

(a) to Customers receiving service under Special Provision D of Service Classification No. 9 or Rider Y;
(b) where service is furnished solely or predominantly for telephone booths, warning lights, bus stop shelters, signboards, cable television and telecommunication local distribution facilities, or similar structures or locations;
(c) to a building or premises where 25 percent or more of the square footage of the premises is used on a permanent basis for residential purposes, unless the residential space is separately metered;
(d) for public light and power in multi-tenanted residential buildings, or for construction purposes, or for activities of a temporary nature as described in General Rule III-1 (F) - "Temporary Service";

(General Information – Continued on Leaf No. 138)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE - Continued

(A) Applicability - Continued

(5) Restrictions as to the Availability of the Rider - Continued

(e) to residential-type premises where the account is in the name of a non-residential entity, such as apartments for renting purposes;

(f) to any Customer eligible for service under Service Classification No. 1 or 7 of this Rate Schedule, such as a corporation or association organized and conducted in good faith for religious purposes; or

(g) to retail establishments, restaurants, and hotels applying for service under section (A)(2)(b) of this Rider and to energy intensive facilities that generate relatively few new jobs, such as web-hosting centers, data centers and data switching facilities taking service on or after April 1, 2001. This subsection shall not restrict the availability of this Rider to energy intensive facilities where such facilities are part of a larger facility used in the ordinary course of business, such as corporate computer centers. Governmental economic development agencies shall have the discretion to allocate power available under this Rider to energy intensive facilities based upon factors other than the amount of anticipated electric demand, provided that a compelling reason to do so can be shown.

(6) Distribution Facilities Cost Test: An application for service under this Rider shall not be accepted if the Company is required to incur substantial costs for additional distribution facilities to serve the premises in which the Customer is located. The Company shall determine whether the cost of such distribution facilities is substantial in the following manner:

The investment in additional distribution facilities necessary and attributable to providing service to an eligible Customer in the premises shall be compared to an amount that is four times the estimated annual Pure Base Revenue that would be obtained from the Customer under the rates of the appropriate Service Classification. If the investment in distribution facilities exceeds such amount, the applicant will not qualify for service under this Rider. The applicant may qualify for service by making a non-refundable payment or other contribution satisfactory to the Company towards the investment in distribution facilities that would result in the applicant meeting the foregoing economic test. Such payment or other contribution must be made in advance of taking service.

(General Information - Continued on Leaf No. 138-A)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE – Continued

(B) Rate:

For purposes of this subdivision, percentage reductions will be applied to monthly Demand Delivery Charges and monthly Energy Delivery Charges, before application of the Increase in Rates and Charges (described in General Information Section VIII-(A)). No reductions will be applied to other delivery charges, such as the Billing and Payment Processing Charge, Charges for Metering Services, the Monthly Adjustment Clause (“MAC”), Adjustment Factor – MAC, and the System Benefits Charge and Renewable Portfolio Standard Charge.

(1) Provided such reductions continue to be cost justified, Customers commencing service under this Rider on or after April 9, 1995 and receiving an allocation under subdivision (A)(2)(a) will receive the level of bill reductions specified in subdivision (B)(1)(a) for the initial ten years term of service under this Rider or for the period of the initial term designated by a governmental economic development agency making a designation pursuant to section (A)(2)(c). After ten years of service under this Rider or during the phase-out period designated by a governmental economic development agency making a designation pursuant to section (A)(2)(c), smaller rate reductions, as specified in subdivision (B)(1)(b) shall apply.

(a) Percentage reductions under Service Classification (“SC”) No. 9:

For bills with “from” dates before March 31, 2008:
- For Customers billed under Rates I and III of SC No. 9 .................................... 52.75 percent
- For Customers billed under Rate II of SC No. 9 ............................................. 42.44 percent

For bills with “from” dates on and after March 31, 2008:
- For Customers billed under Rates I and III of SC No. 9 .................................... 54.08 percent
- For Customers billed under Rate II of SC No. 9 ............................................. 42.77 percent

(b) The above stated percentage reductions will be reduced in equal decrements each year following the Customer’s initial period of full discounts under this Rider so that the rate reductions shall be phased out completely at the end of the Customer’s final year of Rider J service. The annual decrements will vary based upon the length of the Customer’s phase-out period.

(2) Provided such reductions continue to be cost justified, Customers commencing service under this Rider on or after April 1, 2001 and receiving an allocation under subdivision (A)(2)(b), (A)(2)(d), (A)(2)(f), and (A)(2)(g) will receive the level of bill reductions specified in subdivision (B)(2)(a) for the initial term of service under this Rider; provided, however, that if application for service under this Rider is approved on or after April 1, 2008, the allocation to which rate reductions will apply for the months of June through September will be reduced, as applicable, by the Electric Chiller Reduction specified in subdivision (A)(2)(e). After the initial term of service under this Rider, smaller rate reductions, as specified in subdivision (B)(2)(b) shall apply to all Customers except where a governmental economic development agency has elected under section (A)(2)(b) to terminate service under this Rider after the initial term of service or where the recipient is a Business Incubator Graduate.

(a) Percentage reductions under Service Classification (“SC”) No. 9:

For bills with “from” dates before March 31, 2008:
- For Customers billed under Rates I and III of SC No. 9 .................................... 39.56 percent
- For Customers billed under Rate II of SC No. 9 ............................................. 31.83 percent

For bills with “from” dates on and after March 31, 2008:
- For Customers billed under Rates I and III of SC No. 9 .................................... 40.56 percent
- For Customers billed under Rate II of SC No. 9 ............................................. 32.08 percent

(General Information - Continued on Leaf No. 138-B)
VI. Service Classification Riders (Available on Request) - Continued

RIDER J - BUSINESS INCENTIVE RATE - Continued

(B) Rate – Continued

(2) Continued

(b) The above stated percentage reductions will be reduced in equal decrements each year following the Customer’s initial period of full discounts under this Rider so that the rate reductions shall be phased out completely at the end of the Customer’s final year of Rider J service. The annual decrements will vary based upon the length of the Customer’s phase-out period.

(c) Except for Business Incubators and Business Incubator Graduates, which are eligible for rate reductions up to the maximum load specified in section (A)(1)(d), the stated rate reductions will apply to entire load of the Customer designated for service under this Rider unless the government agency designates a lesser load. However, at any time, individual Customer usage to which Rider J rates are to be applied will be subject to reduction by designated amounts, as determined by the governmental agency designating the Customer for service under this Rider, if the agency determines that the Customer is not fulfilling its economic-development commitments.

(d) For Customers served under Rider R, the rate reductions applicable to energy delivery charges will only apply to the net kilowatthours delivered by the Company.

(3) Provision Applicable to Large Manufacturing Customers: Manufacturing Customers applying for high-tension service and establishing operations after April 1, 1996, with monthly maximum demands of at least 15 megawatts and otherwise eligible for service under this Rider, will be subject to the terms of this Rider except that service under this Rider will be available for a term of 15 years (with a 5 year pro rata phase-out thereafter). Customers receiving service under this provision will commit to a minimum term of 5 years of service, and their demands will not be subject to the aggregate load limits of this Rider.

(C) Term: An applicant will become eligible for service under Rider J commencing on the first day of the next billing cycle following Company's approval of a completed application for service under this Rider. Upon an applicant's written request, commencement of billing under this Rider may be delayed for up to 120 days from the date of approval of the Customer's application.
VI. Service Classification Riders (Available on Request) - Continued

RIDER K

Applicable to companies providing Community Antenna Television Service (CATV) and companies providing telecommunications service having a franchise to attach their equipment to Company-owned poles in our service territory.

K - POLE ATTACHMENT RENTAL RATE

(1) The Company will provide rental space to CATV and telecommunications companies for the purpose of installing cables, wires and amplifiers to specific Company-owned poles within an agreed area. A contract shall be made between the Company and each CATV or telecommunications company outlining the general rules for attaching the CATV or telecommunications equipment, and the CATV or telecommunications company must provide suitable proof of its franchise to operate in the particular geographic area.

(2) Pole Attachment Rental Rate (per year)

a. Rental Rate Per Pole Attachment ......................... $16.15

b. Bills shall be rendered on a semiannual basis pursuant to this Rider.

c. The Company may file, annually, a new pole attachment charge. The computation of the pole attachment rate will be filed with the Public Service Commission whenever tariff changes are made.

(3) The pole attachment rental rate stated in section (2) above is applicable only to attachments located in the usable space area of a pole. The usable space area of a pole is the space that is normally used by telecommunications carriers and CATV service providers for the attachment of span wire facilities. The attachment of facilities in other than the usable space area of the pole is subject to the consent of the Company, and the terms and charges for the attachment of facilities in other than the usable space area of the pole will be established by agreement of the Company and the entity seeking to attach its facilities.

Increase in Rates and Charges

The rental rate shall be increased by the percentage increase applicable to other charges as explained in General Information Section VIII-(A) and shown on the related Statement.
VI. Service Classification Riders (Available on Request) - Continued

RIDER L

Applicable to Service Classification Nos. 1, 2, 7, 8, 9, 12, 13 and 14-RA

L – DIRECT LOAD CONTROL PROGRAM

(A) Applicability: To Customers taking service under Service Classification (“SC”) No. 1, 2, 7, 8, 9, 12, and 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to Customers taking service under SC 14-RA of the Retail Access Rate Schedule; and 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”) who would otherwise be billed under one of the above Service Classifications. Customers of NYPA, NYCPUS, and COWPUSA may apply for the Installation Credit, but they may not participate in the Peak Load-Shaving Pilot Program under this Rider.

(B) Eligibility: To participate under this Rider, a Customer must have central air conditioning equipment and agree to the installation of a Control Device. The Control Device will become the Customer’s property upon installation. The Control Device will be used by the Company when an Emergency Event is called. It will also be used by the Company when a Peak Load-Shaving Event is called, if the Customer participates in the Peak Load-Shaving Pilot.

(C) Definitions:

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

“Control Device” is a device provided by the Company and installed on the Customer’s central air conditioning equipment that allows the Company to remotely control the equipment to cycle the compressor. For purposes of this Rider, Control Device means one or more devices as may be required to control the equipment. Each Control Device contains a feature that allows the Customer to override the Company’s control of the Customer’s equipment.

“Emergency Event” exists when:

1. the New York Independent System Operator (“NYISO”) declares an emergency in conjunction with an in-day peak hour forecast response to an operating reserve peak forecast shortage as defined in Section 4.41 of the NYISO Emergency Operations Manual, or in response to a major state of emergency as defined in Section 3.2 of the NYISO Emergency Operations Manual, or at the NYISO’s discretion to relieve system or zonal emergencies; or

2. Con Edison declares an emergency, because the next contingency would result in a Condition Yellow or a voltage reduction of five percent or greater has been ordered. 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. The Company may also designate an Emergency Event based on information obtained from its operations groups related to system reliability concerns.

“Load Relief Period” exists when an Emergency Event has been declared by the NYISO or Con Edison. The Company may designate specific networks, feeders or geographical areas in which Load Relief will be requested.

“Peak Load-Shaving Event” exists when the Company’s day-ahead forecasted load level is at least 96 percent of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system will be posted to the Company’s website.

(General Information - Continued on Leaf No. 141)
GENERAL INFORMATION - Continued

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

L – DIRECT LOAD CONTROL PROGRAM - Continued

(D) Applications: Applications to participate under this Rider may be made throughout the year either electronically or in writing. Applications will be accepted until annual program costs (e.g., equipment, installation, maintenance, and payments made to Customers) reach $4 million.

(E) Installation Credit: Customers will receive a one-time payment after the Control Device is installed. The payment will be $25 for an account billed under SC No. 1 or No. 7 and $50 for an account billed under another SC. The payment will be $50 to any customer of NYPAR, NYCPUS, or COWPASA.

(F) Peak Load-Shaving Pilot Program: The Peak Load-Shaving Pilot Program is available to Customers in NYISO Zone J during the Summer Period (defined hereunder as May 1 through October 31) in 2011 and 2012. Customers may participate in this pilot program in addition to receiving the Installation Credit, if they apply for the pilot program electronically or in writing and the Control Device is installed on or before June 1 of the year in which they begin participation. Customers enrolled in the program in 2011 will automatically be enrolled in the 2012 program unless they request otherwise. Customers of NYPAR and NYCPUS in NYISO Zone J are not eligible to participate in the pilot program.

Participants in the Peak Load-Shaving Pilot Program will receive an Incentive Payment at the end of the Summer Period, provided the Customer does not use the override feature of the Control Device during any Peak Load-Shaving Event during that Summer Period. The Incentive Payment will be $25 per account billed under SC No. 1 or No. 7 and $50 per account billed under another SC.

This program is available to participants in Rider U and Rider V but not to Customers who participate, either directly or indirectly through a third party, under any other Company or NYISO demand-response program (e.g., the NYISO Special Case Resources Program or the Company’s Rider S or Rider T).
GENERAL INFORMATION - Continued

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

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 143)
GENERAL INFORMATION - Continued

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

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 144)
GENERAL INFORMATION - Continued

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

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 145)
VI. Service Classification Riders (Available on Request) - Continued

Rider M

Applicable to Service Classification Nos. 5, 8, 9, 12, and 13
(Subject to the provisions thereof)

M – DAY-AHEAD HOURLY PRICING

(A) Applicability: Service under this Rider is mandatory to any Customer who purchases power and energy from the Company under Service Classification No. 13 or pursuant to Special Provision I of Service Classification No. 5, 8, 9, or 12. Service under this Rider is available on a voluntary basis to other Customers taking service under Service Classification Nos. 4, 5, 8, 9, and 12 who have their entire service measured by one or more interval meters, as set forth in Special Provision (D)3. Rider M is not available under the conditions described in Special Provision (D)2.

(B) Term of Service

1. For Customers Served Under Rider M on a Voluntary Basis: Provided that interval metering has been installed to measure the Customer’s usage, a Customer may commence service under this Rider as of the Customer’s next scheduled meter reading date upon written notice to the Company at least 15 days before such date. If billing systems must be modified or added, Customers will commence service under this Rider as of the earliest practicable meter reading date. The minimum term of service under this Rider shall be one year and shall renew automatically for subsequent one-year periods unless the Customer gives at least 15 days prior written notice prior to the end of any one-year term. Customers terminating service under this Rider shall thereafter be ineligible for service hereunder for one year following termination. Service will be terminated as of the Customer’s first scheduled meter reading occurring after the required notice period.

2. For Customers Served Under Rider M on a Mandatory Basis: There is no term of service. Customers may elect retail access service pursuant to Section 5 of the Uniform Business Practices for Retail Access, Addendum-UBP to the Company’s Retail Access Rate Schedule.

(C) Rates Applicable

Customers receiving service under this Rider, either on a mandatory or voluntary basis, will be subject to the rates and charges of the Customer’s applicable Service Classification, including the Merchant Function Charge, except as follows:

(a) the cents per-kilowatthour component of the Market Supply Charge and the Adjustment Factors – MSC will not be applicable to service under this Rider; and

(b) the Customer’s actual energy usage will be priced as described in Special Provision (D)1.

Customers served under this Rider will be subject to the other terms and conditions of the Service Classification under which service is taken.
VI. Service Classification Riders (Available on Request) - Continued

M–DAY-AHEAD HOURLY PRICING – Continued

(D) Special Provisions

1. Pricing Periods and Customer Pricing Information

Customers taking service under this Rider shall be subject to the following per-kilowatt-hour charges for energy supply:

(a) the NYISO posted, zonal day-ahead market price for energy, adjusted for losses, applied to kilowatt-hour usage for each hour of the day, each day of the billing period. The NYISO posted, zonal day-ahead market price for energy, adjusted for losses, shall be made available to Customers for each of the 24 hourly rating periods for each day of the year, after the NYISO market closes, but no later than 4 P.M., on the day prior to the day the rates are to be effective; and

(b) Ancillary Service Charges and NYPA Transmission Adjustment Charges adjusted for losses ("NTAC/Ancillary Charges"), applied to all kilowatt-hour usage during the billing period. NTAC/Ancillary Charges are equal to the average monthly values of the charges as determined from available NYISO information. NTAC/Ancillary Charges, inclusive of an adjustment for losses, will be posted to the Company's website. In any month in which NTAC/Ancillary Charges will be changed, the updated charges will be posted to the Company's website prior to the eighth billing cycle of that month. Those charges shall be in effect beginning with monthly bills having a "to date" on or after the eighth billing cycle of that month and shall remain in effect until changed.

2. Restrictions as to Availability of this Rider

Service under this Rider shall not be available if one or more of the following conditions exists: (a) the Customer receives high tension service that is metered on the low tension side of the transformer; (b) the registration of one or more meters on the Customer’s account is not on a time-of-day basis; (c) delivery service is taken under the Company’s Retail Access Rate Schedule by a Customer who is not served under Special Provision C of Service Classification No. 14-RA; or (d) the Customer’s energy purchases are delivered under one or more of the economic development programs described in General Rule III-11(W); provided, however, that service for any remaining requirements, as specified in paragraph (2)(e) of General Rule III-11(W), may be served by the Company under Rider M if such Customer would otherwise be eligible for mandatory service under Rider M for the entire electrical demand and has requested in writing to be served under Rider M.

3. Metering

Customers’ entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wire in good working order. If a Customer requests service under this Rider on a voluntary basis and the Customer’s service is not measured by one or more interval meters provided in connection with other Company service requirements, the Customer shall arrange for the furnishing and installation of interval metering with communications capability at the Customer’s expense net of any available discount or rebate. The communications service will be provided and maintained pursuant to General Rule III-8(D) of this Rate Schedule.
VI. Service Classification Riders (Available on Request) - Continued

RIDER N

Applicable to Service Classification No. 9
(Subject to the provisions thereof)

N - EMERGENCY SERVICE

(A) **Applicability:** To Customers with monthly maximum demands of at least 1200 kw and served under Service Classification No. 9, whose service addresses are south of Canal Street in the Borough of Manhattan, who either (a) own one or more mobile generators with a maximum capacity of 1750 kw each or request the use of a Company-owned generator or (b) make arrangements for one or more mobile generators pursuant to paragraph (I). Where Company labor and/or facilities are utilized to store, maintain, transport or operate either Company-owned or Customer-owned equipment, the Company reserves the right to limit Customer enrollment to no more than seven generators in aggregate. The Company shall review for acceptability the technical specifications of Customer-owned generating equipment to be used under this Rider, and Customers requesting service under this Rider N are advised to consult with the Company prior to purchasing such equipment.

(B) **Service:** The Company will endeavor to provide an emergency supply of electricity to any Customer served under this Rider, by means of generating equipment that is stored, maintained, transported, and operated by the Company pursuant to this Rider, up to the capacity of the generating equipment associated with the Customer's Rider N service, upon the Customer's reasonable request; provided, however, that the Company shall not provide such emergency supply when:

1. providing emergency supply would endanger life or property, whether of the Customer or the Company or any third party;
2. an unsafe condition relating to the receipt of electric service exists on the Customer's premises;
3. required by any directive of any governmental authority having jurisdiction over the Customer's electrical installation and equipment or over the Company; or
4. the Company has terminated regular electric service to the Customer in accordance with this Rate Schedule or the regulations of the Public Service Commission.

(General Information - Continued on Leaf No. 148)
VI. Service Classification Riders (Available on Request) - Continued

RIDER N - EMERGENCY SERVICE - Continued

(C) Emergency Supply Plan: The Company shall review the facilities of every Customer applying for service hereunder and develop a plan (the "Plan") for providing emergency electricity supply to the Customer. The Plan shall include the Company's projected response schedule for serving the Customer based on the Customer's service location, the proximity of the generating and transportation equipment, and other factors relating to the provision of this service. The Plan shall also include any Customer-facility requirements, equipment specifications, personnel requirements, and other operating requirements. The Plan shall be stated in a written agreement between the Company and the Customer that may be modified only by written agreement of the parties. The cost of preparing the Plan will be paid by the Customer when the Customer makes application for service under this Rider. Based on its determination of the appropriate method of providing emergency supply, the Company will identify any new, additional, or modified Customer's facilities required to enable the Company to provide emergency supply hereunder. Prior to commencing service hereunder, the Customer shall complete any premises' additions or modifications agreed upon at its sole expense. The Plan will specify whether the Customer or the Company will supply the mobile generating equipment. Equipment purchased by the Customer shall remain the property of the Customer; Customers will have no rights in any Company-owned property or equipment. If the Customer requests the Company to provide mobile generating equipment, the Company will either purchase the equipment or, where the Company determines that it has equipment available, provide it from on-hand equipment.

(D) Charges: As calculated under Section IV "Special Services Performed by the Company for Customers at a Charge", the Customer shall pay:

1. in advance of the institution of service under this Rider, all capital costs incurred and to be incurred by the Company to provide service to the Customer under this Rider N. These costs shall include, but not be limited to, the cost of generating and transportation equipment, storage facilities, and equipment to be utilized to store, maintain, test, and transport the generating equipment and any costs incurred to comply with governmental regulation;

2. in advance, the costs to be incurred by the Company from time to time to modify, repair, or replace such generating and transportation equipment, storage facilities, or other equipment, and to comply with governmental regulations; and

3. on a periodic basis, the costs incurred by the Company to maintain readiness and to carry out the Emergency Supply Plan, including emergency supply of electricity. These charges shall include but shall not be limited to the cost to store, maintain, transport, and operate the equipment to generate and deliver electricity and any other costs incurred by the Company to carry out the Plan not otherwise recovered by the Company.
VI. Service Classification Riders (Available on Request) - Continued

RIDER N - EMERGENCY SERVICE - Continued

(E) Nature of Service Provided: Provided that the Customer has fulfilled the obligations under the Plan, the Company shall use its best efforts to provide emergency supply to any Customer served hereunder within eight hours of the time the Customer requests emergency service.

Emergency supply service under this Rider will be available in all months of the year. Where the equipment or facilities planned for the rendition of emergency supply to a Customer are to be out of service for preventive or corrective maintenance for any period in which emergency supply would otherwise be available under this Rider, the Company will provide notice of those maintenance activities that have been scheduled, to the extent practicable.

(F) Commencement of Service: A Customer applying for service hereunder shall be served under this Rider commencing on a date to be specified by the Company following execution of the written agreement described in paragraph (C) above and acceptance of the Customer's application, but no later than six months following acceptance of the Customer's application, provided that the Customer has completed all requirements for service by that date, including but not limited to delivery of any generating equipment, in working order, to the Company facility designated for storage and acceptance of any Customer-owned equipment by the Company.

(G) Continuity of Service: Once emergency supply of electricity commences, the Company will endeavor to continue the provision of the emergency supply until the Customer receiving emergency service agrees with the Company to discontinue it; provided, however, that the Company shall not be required to continue emergency supply hereunder when:

1. providing emergency supply would endanger life or property, whether of the Customer or the Company or any third party;

2. an unsafe condition relating to the receipt of electric service exists on the Customer's premises;

3. required by any directive of any governmental authority having jurisdiction over the Customer's electrical installation and equipment or over the Company; or

4. the Company has terminated regular electric service to the Customer in accordance with this Rate Schedule or the regulations of the Public Service Commission. Liability for the Company's inability or failure to carry out the Emergency Supply Plan or otherwise to provide service as prescribed under this Rider or the written agreement provided under paragraph (C) above shall be as provided in General Rule III-14 "Liability" of this Rate Schedule.

Issued by Raymond J. McCann, Executive Vice President and
Chief Financial Officer
4 Irving Place, New York, N.Y. 10003
VI. Service Classification Riders (Available on Request) - Continued

RIDER N - EMERGENCY SERVICE - Continued

(H) **Term:** The initial term of service shall be five years, automatically renewed for a five-year period upon the expiration thereof; provided, however, that the Customer may terminate service hereunder upon ninety days' written notice to the Company at any time and the Company may terminate service hereunder after the end of the initial five-year term, with the approval of the Public Service Commission, upon one year's written notice to the Customer.

(I) **Arrangements with Customers for Mobile Generating Capacity:** Customers planning to supply, maintain, transport and operate mobile generators may negotiate a separate arrangement for service under this Rider, subject to paragraphs (A), (C), (D), and (F) of this Rider and the terms of the negotiated agreement.
VI. Service Classification Riders (Available on Request) - Continued

**RIDER O**
Applicable to Service Classification Nos. 5, 8, 9, 12, and 13  
(Subject to the provisions thereof)

**O - CURTAILABLE ELECTRIC SERVICE**

(A) **Applicability:** To any Customer taking service under Service Classification Nos. 5, 8, 9, 12, or 13 of this Rate Schedule or an equivalent service classification in the Schedule for Retail Access, P.S.C. No. 2 – Retail Access, and 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”) that meets the requirements of this Rider located in a network listed on the Statement of Networks Eligible for Rider O.

(B) **Contracting for Curtailable Electric Service:** Customers may elect to receive curtailable electric service by contracting to provide Load Reduction and/or Load Delivery during the period of curtailment. A Customer with electric generating equipment on its premises may operate the generating equipment during the period of curtailment provided the Customer complies with General Rule III-13(E) or III-13(F), as applicable. The Customer is responsible for determining that its operation of generating equipment at the Company’s request under this program will be in conformance with any governmental limitations on operation. Service under this Rider commences upon the Company’s approval of the interconnection if generating equipment is used and acceptance of the Customer’s application.

The Company reserves the right to exclude a generator from connecting to the Company’s primary distribution feeders 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 primary distribution feeders, or limit the amount of power and energy delivered, for operational reasons.

(C) **Period and Duration of Curtailments:**

1. Curtailments will be called at the Company’s discretion and shall be limited to weekdays between the hours of 8:00 A.M. and midnight during the Summer Billing Period.

2. No single curtailment shall be shorter than four (4) hours or longer than eight (8) hours.

3. Only service curtailments directed by the Company under subsections (F) and (G) hereunder shall be deemed curtailments for the purposes of this Rider.
VI. Service Classification Riders (Available on Request) - Continued

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(D) Definitions:

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

“Baseline Level” means the average of the monthly maximum demands for the four consecutive monthly billing periods commencing with the first bill issued in June of the prior Summer Billing Period. For new Customers with no prior Summer Billing Period history, the Baseline Level will be the estimated average maximum monthly demand as agreed upon, in writing, by the Company and the Customer.

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

“Firm Service Level” means the kilowatt demand level for service taken from the Company’s system that the Customer contracts not to exceed through Load Reduction during a period of curtailment.

“Load Delivery” means power and energy produced by use of on-site generation and delivered to the Company’s primary distribution feeders during a period of curtailment.

“Load Reduction” means load ordinarily supplied by the Company that is displaced by use of on-site generation and/or reduced by the Customer during a period of curtailment.

“Summer Billing Period” refers to the four-month period from June 1 to September 30.

(E) Application for Curtailable Electric Service:

(1) In the Customer’s application for curtailable electric service, the Customer must state in writing the Firm Service Level, whether on-site generation equipment will be used, and whether the Customer is applying to curtail service through Load Reduction and/or Load Delivery.

If the Customer is applying to curtail service using Load Reduction, the Customer’s specified Firm Service Level must be at least 50 kilowatts below the Customer’s Baseline Level. If the Customer is applying to curtail service using Load Delivery, the Customer must specify the number of kilowatts that the Customer contracts to deliver to the Company’s primary distribution feeders: such amount must be at least 50 kilowatts.

(2) The Customer must also state in writing the number of curtailments that the Customer will accept, as described in paragraph (K) of this Rider.

(F) Advance Notice of Curtailment: Customers will be notified of a service curtailment not less than 30 minutes prior to the start of the service curtailment.

(General Information - Continued on Leaf No. 152-A)
VI. Service Classification Riders (Available on Request) - Continued

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(G) Method of Notification of Curtailment: In the application for curtailable electric service, the Customer shall designate in writing an authorized representative and an alternate representative to receive the notification of curtailment described above at any hour of the day or night during the period from June 1 to September 30. If the Company is unable to contact either of these representatives by telephone or other appropriate means, the Customer shall nevertheless be deemed to have received the notice to curtail service and shall be subject to the penalty provisions of subsection (L) and to the provisions relating to the consequences of a failure to comply with a service curtailment pursuant to subsection (H)(2) to the same force and extent as if such notification actually had been received. General public appeals for load reduction, usually through mass media, shall not be considered notification for a curtailment under this Rider.

(H) Term of Service:

(1) The term of service under this Rider is an entire Summer Billing Period or the balance of the Summer Billing Period following enrollment during the Summer Billing Period.

(2) The Company shall have the right to terminate the availability of service under this Rider O to any Customer:

(a) who fails to comply twice within a given month during the Summer Billing Period with a service curtailment in accordance with the provisions herein;

(b) whose designated representatives, at any time during the period from June 1 to September 30, cannot be contacted by telephone or other appropriate means; or

(c) who fails to pay the penalty charges set forth in subsection (L).

In such event, the Customer shall be ineligible to reapply for service under Rider O for the balance of the Summer Billing Period. These remedies shall be in addition to all other remedies that the Company has, including the right to impose late payment charges and to discontinue service for non-payment.

(I) Metering: Each Customer’s entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wiring in good working order. If the Customer’s service is not measured by one or more interval meters, provided in connection with other Company service requirements, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability and arrange for telecommunications service, at the Customer’s expense, net of any available discount or rebate received by the Customer, before service commences under this Rider. Where the Customer contracts for Load Delivery, such delivery must be separately metered.
VI. Service Classification Riders (Available on Request) - Continued

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(J) Interconnection and Delivery for Load Delivery Customers: A Customer who contracts to receive curtailable electric service through 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. Load Delivery to the Company’s secondary networks is prohibited.

(K) Payment:

(1) In the Customer’s application for curtailable electric service, the Applicant shall state in writing the maximum number of curtailments per Summer Billing Period, or the maximum number of curtailments in the remaining months in the Summer Billing Period if the Customer enrolls in this Rider following commencement of the Summer Billing Period, that it will accept:

   (a) up to 5 curtailments
   (b) up to 10 curtailments
   (c) more than 10 curtailments

(2) For each calendar month during the Summer Billing Period, a Customer taking service under this Rider shall receive payment based on the maximum number of curtailments that it will accept. The $/kW rate is shown on the Statement of Curtable Electric Service Payment Rates, exclusive of the percentage increase in rates and charges. For each calendar month, the payment to a Customer who contracts for Load Reduction will be the product of (a) the applicable $/kW rate as shown on the Statement of Eligible Networks for Rider O and (b) the difference in kW between the Customer’s Baseline Level and Customer’s Firm Service Level rounded down to the nearest 10 kW increment, less any penalties for that month. The payment to a Customer who contracts for Load Delivery shall be the product of (a) the applicable $/kW rate as shown on the Statement of Eligible Networks for Rider O and (b) the amount of capacity that the Customer contracts to deliver to the Company’s primary distribution feeders rounded down to the nearest 10 kW increment, less any penalties for that month.

(3) Payments, net of penalties, will be made by bill adjustment following the end of the Summer Billing Period; provided, however, that aggregators and customers of NYPA, NYCPUS and COWPUSA will be paid by check.

(General Information - Continued on Leaf No. 153-A)
VI. Service Classification Riders (Available on Request) - Continued

RIDER O - CURTAILABLE ELECTRIC SERVICE – Continued

(K) Payment - Continued:

(4) Energy Payment Rate (applicable to Load Delivery only):

   (a) In the event of a service curtailment, a Customer who delivers power and energy to the Company’s primary distribution feeders will be paid for such energy deliveries during each hour of service curtailment based on the actual number of kilowatthours delivered. Payment for each hour of verified energy delivery will be based on the real-time, zonal Locational Based Marginal Price per kWh adjusted for losses. Payment shall be conditioned upon verified performance in accordance with the Customer’s contract with the Company.

   (b) Payment for energy will not be made under this Rider if the Customer receives payment for energy under a similar load delivery program, such as a Special Case Resources or peak load management program implemented by either the Company or another entity, for load delivery during concurrent hours. Rider O Customers taking service under Rider W will be paid under this Rider for load deliveries in excess of their accepted Rider W Bid, expressed in kWh, for concurrent Rider O and Rider W load deliveries.

(L) Penalty for Non-Compliance:

(1) If the Company determines that a Customer has failed to comply with a requested service curtailment by the beginning of the second hour of the curtailment and for the remaining duration of the curtailment, the Customer shall be liable for a penalty for each such occurrence. If the Customer contracted for Load Reduction, the penalty shall be an amount equal to the product of (a) the maximum $/kW rate shown on the Statement of Curtailable Electric Service Payment Rates and (b) the difference between the average of the actual hourly kW demands during the curtailment period and the Firm Service Level. If the Customer contracted for Load Delivery, the penalty shall be an amount equal to the product of (a) the maximum $/kW rate shown on the Statement of Curtailable Electric Service Payment Rates and (b) the difference between the amount of capacity that the Customer contracted to deliver and the actual amount delivered. No penalty shall be applied when Load Delivery cannot be effectuated because the Company’s delivery system is not operational.

(2) Penalties for non-compliance will be strictly enforced.

(M) Limitations on Customer Enrollment: The Company will accept applications for curtailable electric service for each location up to a total curtailable load equal to 125% of the stated megawatt reduction for such location as shown on the Statement of Networks Eligible for Rider O.

(General Information - Continued on Leaf No. 154)
VI. Service Classification Riders (Available on Request) - Continued

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(N) Statements:

1. The “Statement of Networks Eligible for Rider O” sets forth the locations and load curtailments in megawatts for each location for which Rider O service will be available. The Company, in its sole discretion, may file from time to time during the Summer Billing Period, but no more than once per month, locations and load curtailments per location for which Rider O service will be available.

2. The “Statement of Curtailable Electric Service Payment Rates” sets forth the payment rates applicable to Customers who contract for Rider O service. Separate rates will be shown based on the maximum number of curtailments that Customers will accept. The Company, in its sole discretion, may file, from time to time during the Summer Billing Period, but no more than once per month, payment rates per kilowatt of demand for the remainder of the Summer Billing Period. Such rates will be applicable only to Customers who contract for Rider O service beginning with the first month for which such rates will apply.

3. Each Statement will be filed with the Public Service Commission no less than three days before commencement of the first month for which such Statement will apply. The Statement will become effective three days after filing with the Public Service Commission.

(O) Aggregation (applicable to Load Reduction only):

1. Customers within the same network, who collectively have a load reduction potential of 50 kW or greater, but individually have a load reduction potential of no less than 10 kW, may participate as an aggregation group represented by an aggregator.

2. All customers in an aggregation group must accept the same curtailment priority. The aggregator shall state in writing the maximum number of curtailments per Summer Billing Period that the aggregation group will accept.

3. All customers of an aggregation group must meet metering and telecommunication requirements of this Rider.

4. Service under this Rider commences for an aggregation group upon the Company’s acceptance of the aggregator’s application and receipt of the aggregator’s deposit. The deposit will be the product of (a) the maximum $/kW rate shown on the Statement of Curtailable Electric Service Payment Rates and (b) two times the difference between the aggregated Firm Service Level and the aggregated Baseline Service Level of the group.

5. Incentive payments, less any incurred penalties, will be made by check to the aggregator at the end of the Summer Billing Period. In the event penalties exceed incentive payments, the aggregator will be liable for the penalties due.

(General Information - Continued on Leaf No. 155)
GENERAL INFORMATION - Continued

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

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(O) Aggregation – Continued:

(6) An aggregator is responsible for the compliance of all customers in an aggregation group and will be liable for any penalty for non-compliance of any one or more customers in the group.

(7) In the event of a curtailment, only the aggregator will be notified. The aggregator is responsible for notifying all of the customers within the aggregation group.

(P) Arrangements For Load Reductions of Five Megawatts or More: Customers having an aggregate curtailable load of five megawatts or more in a single network, but not less than 50 kW per account, may apply for service under this Rider O or may negotiate a separate arrangement for curtailable electric service. All such negotiated agreements will be filed with and are subject to the approval of or modification by the New York State Public Service Commission.

(General Information - Continued on Leaf No. 156)
GENERAL INFORMATION - Continued

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

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(Reserved for Future Use)

(General Information - Continued on Leaf No. 157)
GENERAL INFORMATION - Continued

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

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(RESERVED FOR FUTURE USE)

(General Information - Continued on Leaf No. 158)
GENERAL INFORMATION - Continued

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

RIDER O - CURTAILABLE ELECTRIC SERVICE - Continued

(RESERVED FOR FUTURE USE)

(General Information - Continued on Leaf No. 158-A)
VI. Service Classification Riders (Available on Request) - Continued

RIDER P

Applicable to Service Classification Nos. 5, 8, 9, 11, 12, and 13
(Subject to the provisions thereof)

P - Purchases of Installed Capacity

(A) Applicability: To any Customer taking service under Service Classification No. 5, 8, 9, 11, 12, or 13 of this Rate Schedule or an equivalent service classification of the Retail Access Rate Schedule, that meets the requirements of this Rider. This Rider is also available 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"), that meets the requirements of this Rider. A Customer taking service under this Rider may neither aggregate capacity from various locations nor substitute capacity from one location for another.

Subject to FERC approval of the New York Independent System Operator ("NYISO") Installed Capacity procedures for Special Case Resources ("SCR procedures") and any modification thereof, service under this Rider will be available to a Customer who contracts with the Company in writing to provide a specified quantity of Installed Capacity, of no less than 100 kilowatts, at the direction of and for the hours specified by the NYISO under NYISO SCR procedures. The Customer’s application will specify whether the Customer will provide Installed Capacity during a period of service curtailment through Load Reduction and/or Load Delivery. The Customer’s application for service under this Rider must specify if the Customer intends to provide Installed Capacity during a period of service curtailment through operation of on-site generating equipment. Such generation equipment must be operated pursuant to General Rule III-13(E) or III-13(F), as applicable. Installed Capacity is to be provided in multiples of 100 kilowatts. Separate applications are required for the winter and summer capability periods.

A Customer taking service under this Rider will be required to comply with all NYISO requirements under NYISO SCR procedures, including but not limited to (i) qualification requirements and requirements for provision of Installed Capacity, as the same may be modified from time to time, and (ii) all governmental limitations on operation of on-site generating equipment. The Company may terminate the availability of service hereunder to any Customer who fails to comply with NYISO requirements.

The Company reserves the right to exclude a generator from connecting to the Company’s primary distribution feeders 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 primary distribution feeders, or limit the amount of power and energy delivered, for operational reasons.

(General Information - Continued on Leaf No. 158-A-1)
VI. Service Classification Riders (Available on Request) - Continued

P - Purchases of Installed Capacity - Continued

(B) Terms Used Hereunder

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

(1) “Baseline Service Level” for the summer capability period is the average maximum monthly one-hour integrated demand occurring between June 1 and September 30. “Baseline Service Level” for the winter capability period is the average maximum monthly one-hour integrated demand occurring between December 1 and March 31.

(2) “Firm Service Level” is the kilowatt demand level for service taken from the Company’s system that the Customer contracts not to exceed through Load Reduction during a period of curtailment within that capability period. The Firm Service Level will be established separately for the winter and summer capability periods.

(3) “Load Delivery” means power and energy produced by use of on-site generation and delivered to the Company’s primary distribution feeders at the direction of and for the hours specified by the NYISO under NYISO SCR procedures.

(4) “Load Reduction” means load ordinarily supplied by the Company that is displaced by use of on-site generation and/or reduced by the Customer at the direction of and for the hours specified by the NYISO under NYISO SCR procedures.

(5) “Curtailment” refers to Load Reduction and/or Load Delivery as and for the period directed by the NYISO.

(6) “Installed Capacity Level” is (a) the difference between the Baseline Service Level and the Firm Service Level, rounded down to the nearest 100-kilowatt increment, if the Customer contracts for Load Reduction; or (b) the amount of capacity that the Customer contracts to deliver to the Company’s primary distribution feeders, rounded down to the nearest 100-kilowatt increment, if the Customer contracts for Load Delivery.

(7) “Unforced Capacity Availability” is the Installed Capacity Level adjusted for past performance. The Installed Capacity Level may be revised by the NYISO based on Customer’s Unforced Capacity Availability. If the NYISO changes the Installed Capacity Level, the Firm Service Level will also be modified.

(8) “Summer capability period” is the period May 1 through October 31.

(9) “Winter capability period” is the period November 1 through April 30.

(10) “In-city capacity” is capacity located within the New York City electrical boundaries.
VI. Service Classification Riders (Available on Request) - Continued

P - Purchases of Installed Capacity - Continued

(C) Advance Notice of Service Curtailment: The Company will notify Customer of a service curtailment approximately two hours prior to the start of the service curtailment. The Company will also provide a day-ahead advisory of the service curtailment.

(D) Payment for Service Curtailment

(1) Capacity Payment Rate

Customer will be paid for capacity for each month in which the Customer is enrolled under the Rider. The payment amount for each month will be equal to the product of (1) the Installed Capacity Level and (2) the applicable payment rate per kilowatt of demand for the month, as set forth on the Statement of Installed Capacity Payment Rates.

The Statement of Installed Capacity Payment Rates ("Statement") sets forth the applicable payment rates per kilowatt of demand per month for the respective capability period. Separate rates will be applicable to Customers with in-city capacity and to Customers with capacity located in the balance of the Company's service territory. The Company, in its sole discretion, may file from time to time, but no more than once per month, payment rates per kilowatt of demand per month applicable to Customers who did not contract to provide capacity to the Company prior to the Statement's effective date. All rates will be filed on a Statement with the Public Service Commission no less than three days before commencement of the first month for which the rates will apply.

(2) Energy Payment Rate

In the event of a service curtailment, a Customer who provides Installed Capacity through Load Reduction will be paid for energy reductions during each hour of service curtailment. The Company shall determine the Customer's energy reduction in each hour by applying the NYISO methodology selected by the Customer to verified meter readings. The Customer may select a different NYISO methodology once per capability period; such selection will be made in writing to the Company and will be applicable on the first calendar day of the subsequent capability period after receipt of the written notice. A Customer who does not select a methodology will be considered to have chosen the NYISO standard baseline methodology. If at any time there is no NYISO methodology for determining Customers' hourly energy reductions, the Customer's baseline load or hourly energy reduction shall be determined by the Company.

In the event of a service curtailment, a Customer who provides Installed Capacity through Load Delivery will be paid for energy delivery during each hour of service curtailment based on the actual number of kilowatthours delivered.

Payment for each hour of verified energy reduction or delivery will be based on the higher of (a) the real-time, zonal Locational Based Marginal Price per kWh adjusted for losses or (b) an amount specified by the customer on its application, but no more than 50 cents per kWh. The amount specified by the customer shall be in increments of 5 cents per kWh.

(General Information - Continued on Leaf No. 158-B-1)
VI. Service Classification Riders (Available on Request) - Continued

P - Purchases of Installed Capacity - Continued

(D) Payment for Service Curtailment - Continued

(3) Payments, net of penalties, will be made on a quarterly basis. Customers of NYPA, NYCPUS and COWPUSA will be paid by check. All others will receive payment by bill credit.

(4) Payment for energy will not be made under this Rider if the Customer receives payment for energy under a similar service curtailment program, such as a Special Case Resources or peak load management program implemented by either the Company or another entity, for load reductions and/or deliveries during concurrent hours. Rider P Customers taking service under Rider W will be paid under this Rider for load reductions in excess of their accepted Rider W Bid, expressed in kWh, for concurrent Rider P and Rider W load reductions.

(5) Further information regarding payments under various economic development programs is contained in General Rule III-11(W).

(E) Penalty for Non-compliance

(1) If the Company is assessed a deficiency penalty by the NYISO, the Company will assign a prorata share of the penalty to Customers who failed to perform as committed.
VI. Service Classification Riders (Available on Request) - Continued

P - Purchases of Installed Capacity - Continued

(F) Metering: Each Customer’s entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wiring in good working order. If the Customer’s service is not measured by one or more interval meters, provided in connection with other Company service requirements, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability, and arrange for telecommunications service, at the Customer’s expense, net of any available discount or rebate received by the Customer, before commencing service under this Rider. Where the Customer contracts for Load Delivery, such delivery must be separately metered.

(G) Interconnection and Delivery for Load Delivery Customers: A Customer 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. Load Delivery to the Company’s secondary networks is prohibited.

(H) Term: Applications under this Rider will be for one capability period (summer or winter) or for the remaining months in the capability period if service under this Rider begins subsequent to commencement of the capability period. A contract under this Rider will be effective on the first day of the calendar month following the Company’s acceptance of the Customer’s application and the NYISO’s acceptance of the Company’s Special Case Resources application. The term will expire on the last day of the capability period.

(I) Restrictions as to Availability of this Rider: Service under this Rider will not be available to Customers receiving service under Rider V.

(General Information - Continued on Leaf No. 158-C)
VI. Service Classification Riders (Available on Request) - Continued

RIDER Q

Applicable to Service Classification No. 9
(Subject to the provisions thereof)

Q - POWER FOR JOBS PROGRAM

(A) Applicability: To Customers receiving service under Service Classification No. 9, including Customers receiving service under Rider Y, and meeting the requirements of this Rider.

Service under this Rider will be available to Customers provided they meet the eligibility requirements set forth below.

(1) Eligibility: Service under this Rider will only be available to Customers who receive an allocation under the Power for Jobs Program. A Power for Jobs allocation is power and energy made available by the Power Authority of the State of New York (PASNY) to the Company for resale to designated Customers in accordance with Article 6 of the New York State Economic Development Law and Section 1005 of the Public Authorities Law.

(2) Applications for Service: A Customer who receives a Power for Jobs allocation must have an account established in accordance with this Rate Schedule before taking service under this Rider. PASNY will advise the Company when a Power for Jobs allocation has been approved and provide the Company with a copy of the Allocation Contract. Notification by PASNY to the Company that the Customer has received a Power for Jobs allocation shall constitute the Customer's acceptance of the terms and conditions of this Rider.

Service under this Rider will no longer be available after June 30, 2012.

(B) Rate

Rates and charges for power and associated energy supplied under the Power for Jobs program, as adjusted in accordance with Special Provisions (3), (4), and (5) of this Rider, will be the sum of the Demand Charge, Energy Charge, Reactive Power Demand Charge, Customer Charge, and Additional Delivery Charges, exclusive of the increase in rates and charges, as shown below. The Company will submit to the Staff of the Public Service Commission the calculation of the applicable PASNY charges each month.
VI. Service Classification Riders (Available on Request) - Continued

Q - POWER FOR JOBS PROGRAM - Continued

(B) Rate - Continued

Demand Charge:

For Customers otherwise eligible to take service under Rate I or III of SC 9, the demand charge per kw per month will be equal to the demand charge set forth in Rate I of the Economic Development Delivery Service Rate Schedule plus the estimated charges for PASNY capacity, including competitively bid power, and transmission of PASNY power to the Company's system, inclusive of losses and any minimum bill obligation, and any applicable taxes incurred by the Company and not otherwise reflected in the foregoing charges.

For Customers otherwise eligible to take service under Rate II of SC 9, the demand charge per kw per month will be equal to the demand charge set forth in Rate II of the Economic Development Delivery Service Rate Schedule plus the estimated charges for PASNY capacity, including competitively bid power, and transmission of PASNY power to the Company's system, inclusive of losses and any minimum bill obligation, and any applicable taxes incurred by the Company and not otherwise reflected in the foregoing charges.

Minimum Demand Charge: The minimum demand charge per month, exclusive of billing adjustments and increase in rates and charges, shall be the Minimum Charge contained in the Economic Development Delivery Service Rate Schedule.

Reactive Power Demand Charge:

The Reactive Power Demand Charge set forth in the Common Provisions of the Economic Development Delivery Rate Schedule is applicable if the Customer meets the criteria set forth thereunder.

Energy Charge:

The Energy Charge per kwhr per month will be equal to the estimated PASNY charge for energy for Power for Jobs Service, inclusive of losses and any minimum bill obligation, and any applicable taxes incurred by the Company and not otherwise reflected in the foregoing charges. Power for Jobs Customers will be subject to a monthly adjustment per kwhr to reflect: (a) variances between estimated and actual energy charges for Power for Jobs service and estimated and actual charges for PASNY capacity, including competitively bid power, and transmission of PASNY power to the Company's system, inclusive of losses and any minimum bill obligation, and any applicable taxes incurred by the Company and not otherwise reflected in the foregoing charges, and (b) a charge to reflect Customers' share of the cost of savings passed on to Madison Square Garden in accordance with Section 3, Chapter 459, of the 1982 Laws of New York.

Chapter 316 of the 1997 Laws of New York provides that Power for Jobs Customers will pay the equivalent of the Company's economic development delivery charge for the Company's delivery service. PASNY will pay the New York Independent System Operator ("NYISO") for transmission service pursuant to the NYISO's Open Access Transmission Tariff ("OATT") and will include those charges in its monthly sales charges to the Company.

(General Information - Continued on Leaf No. 158-E)
GENERAL INFORMATION - Continued

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

Q - POWER FOR JOBS PROGRAM - Continued

Customer Charge:

The Customer Charge is $25.00 per billing period, exclusive of increase in rates and charges, to cover incremental billing and administrative costs associated with providing service to a Power for Jobs Customer.

Additional Delivery Charges

The following delivery charges are applicable to service under this Service Classification and are shown on the associated Statements:

a) Delivery Revenue Surcharge, as described in General Information Section VIII(B)(9); and
b) Surcharge to Collect Assessments Under Section 18-a of the Public Service Law, as described in General Information Section VIII(B)(10).

(C) Term:

The term of service for each Customer is the term provided by the contract between the customer and PASNY, provided that if the customer’s allocation is partially or completely withdrawn during the term, the term or amount of service under this Rider will be adjusted accordingly. The Customer may initiate a new term of service under this Rider if its contract with PASNY is extended.

(D) Special Provisions:

(1) PASNY shall provide to the Company at least 30 days prior written notice for initial delivery of an allocation to an individual Customer, changes in the amount of such allocation, and termination of any such allocation, unless otherwise agreed upon by PASNY and the Company. Service will be initiated, modified, or terminated as of the Customer's first scheduled meter reading date on or before the end of such notice period.

(2) Power and energy will be served under this Rider in accordance with General Rule III-11(W) of this Rate Schedule.

(General Information - Continued on Leaf No. 158-F)
GENERAL INFORMATION - Continued

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

Q - POWER FOR JOBS PROGRAM - Continued

   (D) Special Provisions - Continued

[RESERVED FOR FUTURE USE]
VI. Service Classification Riders (Available on Request) - Continued

Q - POWER FOR JOBS PROGRAM - Continued

(D) Special Provisions - Continued

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 158-G)
VI. Service Classification Riders (Available on Request) - Continued

Q - POWER FOR JOBS PROGRAM - Continued

(D) Special Provisions - Continued

(3) For a fractional part of a billing period at the beginning or end of service under this Rider, or for fractional periods due to a withdrawal or other change in the Customer's PFJ allocation, the capacity charge and portion of any applicable minimum charge and the amount of energy (except where the actual amount of energy used during the fractional period is known) that will be billed to the Customer under this Rider shall each be proportionately adjusted based on the ratio of the total hours of service under this Rider to the total number of hours in the billing period.

(4) Service supplied under this Rider will not be subject to charges and adjustments described in General Information Section VII. The Customer will be subject to applicable charges and adjustments described in General Information Section VII for that portion of the Customer's requirements in excess of that supplied under this Rider.

(5) Customers taking service under this Rider are eligible for service under Riders I, J, L, S or W for power supplied and billed by the Company for electricity requirements in excess of that supplied under this Rider, except that Customers taking service under this Rider in conjunction with Rider Y are ineligible for service under Riders J and L for electricity requirement in excess of that supplied under this Rider.

(6) A Customer taking service under this Rider is subject to the provisions of the Customer's appropriate Service Classification, except that provisions relating to the System Benefits Charge are those contained in the Economic Development Delivery Service Rate Schedule.

(General Information - Continued on Leaf No. 158-H)
VI. Service Classification Riders (Available on Request) - Continued

RIDER R
Applicable to Service Classification Nos. 1, 2, 5, 7, 8, 9, 12, and 13

R – Net Metering for Customer-Generators

A) Applicability

(1) To any residential Customer with solar electric generating equipment located and used at his or her residence with a rated capacity of not more than 10 kilowatts through February 4, 2009, and not more than 25 kilowatts thereafter;

(2) To any Customer with farm waste electric generating equipment, as defined in Public Service Law Section 66-j, with a rated capacity of not more than 400 kilowatts through February 4, 2009, not more than 500 kilowatts through December 27, 2010, and not more than 1,000 kilowatts thereafter, provided such equipment is located and used at the Customer’s farm operation, as defined in Subdivision 11 of Section 301 of the New York State Agriculture and Markets Law;

(3) To any non-residential Customer with solar electric generating equipment or wind electric generating equipment with a rated capacity of not more than 2,000 kW located and used at its premises; provided, however, that from February 5, 2009 through July 22, 2010, net metering was available only as follows: (a) to demand-billed Customers whose equipment had a rated capacity of not more than the lesser of 2,000 kW or the Customer’s peak load and (b) to energy-only Customers whose equipment had a rated capacity of not more than 10 kW;

(4) To any residential Customer with wind electric generating equipment with a total rated capacity of not more than 25 kilowatts located and used at his or her primary residence;

(5) To any farm service Customer with wind electric generating equipment with a total rated capacity of not more than 125 kilowatts through February 4, 2009, and not more than 500 kilowatts thereafter, provided such equipment is located and used at the Customer’s farm operation (as defined in Subdivision 11 of Section 301 of the New York State Agriculture and Markets Law) that is also the location of the Customer’s primary residence, as specified in Public Service Law Section 66-l;

(6) To any residential Customer with micro-combined heat and power (“micro-CHP”) generating equipment (as defined in Public Service Law Section 66-j) located and used at the Customer’s premises, provided such equipment has a rated capacity of at least 1 kW and not more than 10 kW and meets the requirements specified in Public Service Law Section 66-j and in the SIR; and

(7) To any residential Customer with fuel cell electric generating equipment (as defined in Public Service Law Section 66-j) located and used at the Customer’s premises, provided such equipment has a rated capacity of not more than 10 kW.

(General Information - Continued on Leaf No. 158-H-1)
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators – Continued

(A) Applicability - Continued

Service will be provided under this Rider to eligible Customers on a first come, first served basis based on the date the Company notifies the Customer that it has received a complete project application in accordance with the SIR. The Company reserves the right to limit service under this Rider to solar electric generating equipment, farm waste electric generating equipment, micro-CHP generating equipment, and fuel cell electric generating equipment having a total rated generating capacity of 110,820 kW and to wind electric generating equipment having a total rated generating capacity of 33,246 kW. The Company’s decision to provide service above either or both of these capacity limits shall not constitute a waiver of the Company’s right to thereafter stop taking applications for service under this Rider.

The Company will perform a detailed, site-specific study when it receives a request for interconnection to its distribution network system (distributed and spot networks). Inverter-based solar generators up to 200 kW may interconnect to the Company’s distribution network system without such a study if the generating equipment has a rated capacity that does not exceed the peak load delivered to the Customer’s premises as measured over the prior 24-month period. The Company reserves the right to decline requests from generators to interconnect to the distribution network system when the Company deems it necessary to protect its system, facilities, or other Customers.

(B) Requirements for Parallel Operation

Electric generating equipment may be operated in parallel with the Con Edison system under this Rider under the following conditions:

1. The generating equipment must be designed, installed, interconnected, tested, and operated in accordance with applicable government, industry, and Company standards and must comply with the standards contained in the SIR.

2. The Company may install a dedicated transformer or transformers or other equipment if necessary to protect the safety or adequacy of electric service provided to other Customers. Upon the written request of the Customer, the Company will furnish within 45 days a written explanation for the Company's decision to install a dedicated transformer or other equipment. A Customer taking service under this Rider shall pay for the cost of installing such transformer or other equipment to protect the safety or adequacy of electric service provided to other Customers only up to a maximum amount, inclusive of taxes, as follows:

   (a) $350 for solar electric generating equipment with a total rated capacity not greater than 25 kW;
   (b) $5,000 for farm waste electric generating equipment;
   (c) $750 for wind electric generating equipment with a total rated capacity not greater than 25 kW;
   (d) $350 for micro-CHP generating equipment with a total rated capacity of at least 1 kW and not more than 10 kW or fuel cell electric generating equipment with a total rated capacity not greater than 10 kW;
   (e) $5,000 for farm wind electric generating equipment with a total rated capacity greater than 25 kW and not more than 500 kW; and
   (f) the Company’s actual cost for non-residential solar or non-residential wind electric generating equipment with a total rated capacity greater than 25 kW and not more than 2,000 kW.

(General Information - Continued on Leaf No. 158-H-2)
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators – Continued

(2) - Continued

The Customer will not unreasonably refuse the Company's request to install a dedicated transformer on the Customer's premises and will cooperate with the Company to facilitate such installation in a cost effective manner. If a dedicated transformer cannot be installed in a cost effective manner or if the dedicated transformer(s) or other equipment does not satisfactorily ameliorate the concerns prompting its installation, the Customer is responsible to implement such additional measures as required to satisfactorily ameliorate the concerns as a condition for continued service under this Rider.

(3) Generation equipment interconnected to the Company’s distribution system must be installed, interconnected, tested, and operated in accordance with applicable Company standards, which are not to be inconsistent with the SIR.

(4) If a Customer requests to connect wind, farm waste, or non-residential solar electric generating equipment that will provide electricity to the Company, such Customer must comply with reasonable measures established by the Company to ensure the safety of the local feeder line if the total rated generating capacity of the electric generating equipment on that feeder line exceeds or will exceed 20 percent of the rated capacity of the local feeder line.

(5) A Customer with wind electric generating equipment will be responsible for paying half the costs of interconnection if the wind electric generating equipment has a rated capacity greater than 25 kW, including half the cost of a second meter if required by the Company.

The costs of interconnection include the costs of initial engineering evaluations, switching, metering, transmission, distribution, safety provisions, engineering, administrative costs, and any associated tax expenses incurred by the Company directly related to the installation of the facilities deemed necessary by the Company to permit interconnected operations with a Customer, to the extent such costs are in excess of the corresponding costs which the Company would have incurred had the Customer taken firm service under the Service Classification that would have otherwise been applicable to the Customer. All such facilities will remain the property of the Company. These interconnection costs are in addition to the costs set forth in paragraph (B)(2) of this Rider.

(6) The Customer will not be responsible for any other costs to the Company to interconnect its system to the Customer's generation equipment other than the costs specified hereunder and in the SIR.

(General Information - Continued on Leaf No. 158-I)
GENERAL INFORMATION - Continued

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

R – Net Metering for Customer-Generators - Continued

(B) - Continued

(7) The Customer must permit the Company to enter the property, without notice when necessary, in the event the Customer's generation equipment malfunctions and entry is necessary to protect the public safety or preserve system reliability.

(8) Except as specified in General Rules III-13 (D) and III-13 (E) of this Rate Schedule, if there is a generator on the premises in addition to the solar, farm waste, wind, micro-CHP, or fuel cell electric generating equipment eligible for net metering, the Customer will not qualify for service under this Rider unless the Customer segregates the additional equipment and associated load so that it is not served under this Rider. If a residential Customer has solar and/or wind electric generating equipment as well as micro-CHP and/or fuel cell electric generating equipment, each eligible for service under this Rider, the Customer will qualify for service under this Rider only if the load served by the residential micro-CHP and/or fuel cell electric generating equipment is not served under the same net-metered account as the load served by the solar and/or wind electric generating equipment.

(9) Prior to commencing service under this Rider, a Customer with micro-CHP generating equipment must submit technical documentation, acceptable to the Company, establishing that the equipment meets the requirements specified in Public Service Law Section 66-j and in the SIR. No more than once annually thereafter, the Company may require the Customer to submit technical documentation establishing continued eligibility. A Customer who fails to provide documentation acceptable to the Company within 30 days of a Company request will be deemed ineligible to participate under this Rider until the first billing cycle commencing after acceptable documentation is received.

(C) Metering

(1) The Company will employ net energy metering to measure and charge for the net energy supplied by the Company.

(2) As provided in General Rule III-8(B), the Customer shall furnish, install, and maintain all meter equipment (except meters and metering transformers) and meter wiring. The Company will install the metering necessary to obtain the data required to credit the Customer for the kWhr supplied to the Company. If the Customer is billed under demand rates, the Company will select a metering configuration that enables it to credit the Customer for the kWh supplied to the Company by the Customer and measure the peak kW delivered by the Company to the Customer. If a Customer requests metering not required by the Company, those metering costs will be borne by the Customer.

(D) Remote Net Metering

(1) Customers with farm waste, farm wind, non-residential solar, or non-residential wind electric generating equipment who take service under this Rider will be allowed to apply net energy produced by their generating equipment to other electric accounts subject to the following conditions:

(General Information - Continued on Leaf No. 158-I-1)
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators - Continued

(D) – Continued

(1) The account for electric service at the premises where the electric generating equipment is located shall be designated the “Host Account.” The account(s) to which net energy is applied shall be designated the “Satellite Account(s).” All Satellite Accounts must be in the same NYISO zone as the Host Account. A Satellite Account shall have only one Host Account, and such Satellite Account shall not be a net metered customer-generator nor take service under Service Classification No. 11 nor be billed under Standby Service rates. If a customer is served under the EDDS Rate Schedule, SC 15-RA of the Retail Access Rate Schedule, or Special Provision 16 of the PASNY Rate Schedule, the Customer may designate a Satellite Account only for requirements in excess of that served under the EDDS Rate Schedule, SC 15-RA of the Retail Access Rate Schedule, or the PASNY Rate Schedule.

(b) The Host Account and Satellite Account(s) shall be established in the same Customer name and located on property owned or leased by the Customer. The Company reserves the right to require the Customer to prove that the properties served by the Host Account and all Satellite Accounts are owned or leased by the same Customer.

(c) The Customer shall designate in its initial application for remote net metered service the Host Account and Satellite Account(s) that will be remote net metered. The Customer may designate additional Satellite Accounts or remove existing Satellite Accounts once per year, with the new designations to take effect commencing with the January bill issued on the Host Account. The Customer shall designate whether all or a portion of any net energy credit remaining after being applied to the Host Account's bill shall be applied to the Satellite Account(s).

(E) Charges and Credits

(1) Charges to a Customer Served Under this Rider

(a) The Customer will pay the rates and charges of the Customer’s applicable Service Classification for net energy supplied by the Company. If the Customer is served under time-of-day (“TOD”) rates, the charge for net energy supplied by the Company will be determined for each time period.
GENERAL INFORMATION - Continued

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

R – Net Metering for Customer-Generators – Continued

(E) - Continued

(1) - Continued

(b) A Customer served under this Rider shall pay any customer charge or minimum charge, Billing and Payment Processing Charge, and/or Charges for Metering Services, and any other rates and charges under the Customer’s applicable Service Classification regardless of whether the amount of energy produced by the generating equipment is less than, equal to, or greater than the amount of energy used by the Customer. A Customer taking service under a demand-billed Service Classification shall pay kW delivery charges and kW Market Supply Charges based on the maximum demand delivered by the Company to the Customer during the billing period.

(c) The following provisions are applicable to all Customers served under this Rider except for Satellite Accounts:

The Customer will be exempt from the Minimum Monthly Charge specified in General Rule III-11(U). A Customer served under both this Rider and Rider Y shall be subject to all Rider Y terms and conditions, except that Contract Demand will not be used to determine demand delivery charges. The maximum rate in Rate I of SC 9 will not be applicable to Customers served under this Rider. If a Customer is served under both this Rider and Rider J, the Energy Delivery Charge reductions under Rider J will be applicable only to the net energy delivered by the Company.

(d) A Customer served under the Schedule for Retail Access may enter into a net metering arrangement with an energy service company (“ESCO”). The Customer will pay the applicable rates and charges of the Customer's Service Classification based on the net amount of energy delivered by the Company during a billing period. The Customer will receive credits for supplying net energy to the Company as set forth in paragraph (2) below.

(2) Credits to a Customer Who Supplies Net Energy to the Company

(a) For Customers Billed Under Energy-only Rates:

(i) For residential Customers with micro-CHP generating equipment or fuel cell electric generating equipment, any kWhr of net energy provided to the Company during the billing period will be converted to a monetary credit based on the Company’s Avoided Energy Cost for the month. The monetary credit will be applied towards any outstanding customer or other charges in the billing period. Any remaining monetary credit will be carried forward to the succeeding billing period.

(ii) For all other Customers:
Any kWhr of net energy provided to the Company during the billing period will be applied as a kWhr credit towards any net kWhr used during the succeeding billing period. If the Customer is billed under time-of-day (“TOD”) rates, the kWhr credit will be determined and applied, as appropriate, to each time period.

If the Customer does not participate in Remote Net Metering, any remaining kWhr credit will be carried forward to the succeeding monthly billing period.

(General Information – Continued on Leaf No. 158-I-3)
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators – Continued

(E) - Continued
(2)(a) - Continued

(ii) - Continued

If the Customer participates in Remote Net Metering, any kWhr of net energy provided to the Company by the Host Account shall be converted to its equivalent monetary value at the per-kWhr rate applicable to the Host Account’s Service Classification and applied, along with any prior period remaining monetary credits, as a direct monetary credit to the Host Account’s electric bill for any outstanding energy, customer, or other charges. If the Host Account’s monetary credits exceed the outstanding electric charges, all or a portion of the remaining monetary credit, as designated by the Customer in its application for remote net metered service, shall be applied to the Satellite Account(s) in the order in which the Satellite Account(s) are billed until such time that the monetary credit is reduced to zero or all Satellite Account(s) have been credited. If more than one Satellite Account bills on the same day, the monetary credit shall be applied to the Satellite Accounts in order of kWhr usage from highest to lowest. If a monetary credit remains after all Satellite Accounts are credited, the remainder of the monetary credit shall be carried forward to the succeeding billing period on the Host Account.

(b) For Customers Billed Under Demand Rates:

Any kWhr of net energy provided to the Company will be converted to the equivalent monetary value at the per-kWhr rate applicable to the Customer’s Service Classification. If the Customer participates in Remote Net Metering, the per-kWhr rate will be the rate applicable to the Host Account’s Service Classification. Where service is taken under Special Provision Q of SC 9, the “per-kWhr rate” as determined under (E)(2)(b) and (E)(3)(a)(ii) of this Rider will exclude the System Benefits Charge, Renewable Portfolio Standard Charge, and Revenue Decoupling Mechanism Adjustment. If a Customer is served under Rider Q, any kWhr of net energy provided to the Company under Rider Q will be equal to the total excess kWhr provided to the Company multiplied by the Allocation Ratio described in General Rule III-11(W); any remaining net kWhr will be priced at the per-kWhr rate of the Customer’s applicable Service Classification. Where both high-tension and low-tension service are supplied and billed to a Customer under a single agreement, separate kWhr credits will be determined for the high-tension service and low-tension service if the per-kWhr rates differ.

The monetary credit will be applied towards any outstanding energy, customer, demand, or other charges in the billing period.

If the Customer does not participate in Remote Net Metering, any remaining monetary credit shall be converted back to its kWhr value and carried forward to the succeeding billing period.

If the Customer participates in Remote Net Metering, all or a portion of the remaining monetary credit on the Host Account, as designated by the Customer in its application for remote net metered service, will be applied, along with any prior period remaining monetary credits, to the Satellite Account(s) in the order in which the Satellite Account(s) are billed until such time that the monetary credit is reduced to zero or all Satellite Account(s) have been credited. If more than one Satellite Account bills on the same day, the monetary credit shall be applied to the Satellite Accounts in order of kWhr usage from highest to lowest. If a monetary credit remains after all Satellite Accounts are credited, the remainder of the monetary credit shall be carried forward to the succeeding billing period on the Host Account.

(General Information - Continued on Leaf No. 158-I-4)
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators – Continued

(E) - Continued

(3) Annual Reconciliation

An Annual Reconciliation will be performed following the first billing period that ends on or after the last day of each calendar year, unless the Customer has residential solar, residential wind, farm wind, or farm waste electric generating equipment and made a one-time election to have the Annual Reconciliation performed in an alternate month.

(a) For Customers with residential solar, residential wind, farm wind, or farm waste electric generating equipment, the Company will promptly issue a monetary credit as described below:

(i) If the Customer does not participate in Remote Net Metering, the monetary credit shall be issued for the value of any kWhr credit remaining after the Annual Reconciliation. The credit will be calculated at the Company’s Avoided Energy Cost for the calendar year.

If a credit greater than $100 remains after issuance of the first bill in the next annual period, the Company will issue a refund. If a credit of less than $100 remains, it will be applied against future charges, unless the Customer requests a refund.

(ii) If the Customer participates in Remote Net Metering, any monetary credit remaining on the Host Account after all Satellite Account(s) have been credited (as described in Section (E)(2)(a)(ii) and (E)(2)(b) of this Rider) shall be converted back to the kWhr equivalent at the per-kWhr rate applicable to the Host Account's Service Classification for the current billing period. The kWhr shall then be converted to a monetary credit based on the Company’s Avoided Energy Cost for the calendar year.

If a credit greater than $100 remains after issuance of the first bill on the Host Account in the next annual period, the Company shall issue a refund. If a credit of less than $100 remains, it shall be applied against future charges, unless the Customer requests a refund.

(b) For Customers with non-residential solar electric generating equipment or non-residential wind electric generating equipment:

If the Customer does not participate in Remote Net Metering, any excess net energy kWhr credits shall be carried forward to the next year. If the Customer participates in Remote Net Metering, any monetary amounts remaining on the Host Account after all Satellite Accounts have been credited (as described in Sections (E)(2)(a)(ii) and (E)(2)(b) of this Rider) shall be carried forward to the next year.
VI. Service Classification Riders (Available on Request) - Continued

R – Net Metering for Customer-Generators – Continued

(E) - Continued

(4) Account Closure

The Company requires an actual reading to close a Rider R account. The Company will close an account on the
erlier of: (a) the first cycle date on which a reading is taken following the requested turn off date, or (b) the date of a
special reading, which a Customer may request at the charge specified in General Information Section IV.1. After a
Customer’s final bill is rendered, any remaining kWhr credit will not be cashed out or transferred. Satellite
Account(s) shall no longer receive credits after the final bill is rendered on a Host Account.

(F) Definitions, applicable to this Rider only

"Avoided Energy Cost" refers to a calculation, determined for the NYISO load zone applicable to the Customer, equal
to the Company's total energy cost with respect to the day-ahead and real-time NYISO energy markets for the specified
period divided by the Company's total kWhr purchases from the NYISO for that period, based on the best available
information at the time of the Company's calculation. This amount will be increased by a factor of adjustment of 1.066
for Customers taking service at the secondary distribution level.

"Net energy metering" measures the reverse flow of electricity so as to register the difference between the electricity
supplied by the Company and the electricity provided to the Company by the Customer's generating equipment.

"Net energy" is the difference between the amount of energy supplied by the Company and the amount of energy
provided to the Company by the generating equipment during a billing period.

“Residential,” for purposes of this Rider, refers to service under Service Classification (“SC”) 1 or 7, and “Non-
residential” refers to service under any other Service Classification.

“SIR” means the New York State Standardized Interconnection Requirements and Application Process adopted by the
Public Service Commission, as same may be modified from time to time. The SIR is set out in Addendum-SIR to this
Rate Schedule.

(G) Restrictions

Service under this Rider shall not be available to a Customer taking service under Rider I or W, the PASNY Rate
Schedule, the EDDS Rate Schedule, or SC 15-RA of the Retail Access Rate Schedule.

A Customer served under this Rider shall be exempt from service under Service Classification No. 14-RA.

(H) Applications for Service

(1) Customers’ applications for service under this Service Classification will be made using the applications set forth
in Addendum-SIR.

(2) Assuming the conditions of the SIR are met, the Company and the Customer will execute the New York State
Standardized Contract set forth in Addendum-SIR.
VI. Service Classification Riders (Available on Request) - Continued

RIDER S

Applicable to Service Classification Nos. 1, 2, 5, 7, 8, 9, 12, 13 and 14-RA
(Subject to the provisions thereof)

S – COMMERCIAL SYSTEM RELIEF PROGRAM

(A) Applicability

To any Customer taking service under Service Classification ("SC") No. 1, 2, 5, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA; to any customer of the New York Power Authority ("NYPA") or the New York City Public Utility Service ("NYCPUS"); and to any Aggregator that meets the requirements of this Rider.

Service is available under this Rider only in the New York Independent System Operator ("NYISO") Zone J. This Rider is applicable to Customers and Aggregators who agree in writing to provide Load Relief in a Network during all Contracted Hours required for such Network whenever the Company designates Planned Events during the Summer Period. Participants may also agree to voluntarily provide Load Relief if an Emergency Event is called.

A Customer must contract to provide at least 50 kW of Load Relief. An Aggregator must contract to provide a total of at least 100 kW of Load Relief in one or more Networks. Each Summer during 2011 and 2012, total participation under this Rider is limited to 200,000 kW. Applications will be accepted on a first come, first served basis.

If other requirements for service under this Rider are met, Electric Generating Equipment may be used to participate under this Rider subject to the provisions set forth in Section (C) below. The participating Customer or Aggregator is responsible for determining that the operation of the generating equipment under this Rider will be in conformance with any governmental limitations on operation.

(B) 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 that is responsible for the actions of the Customers it represents, including performance and, as applicable, performance adjustments, penalties, and repayments to the Company.

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

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(B) Definitions - Continued

“CBL Verification Methodology” means the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period as well as the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during a 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 weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of the Planned Event, Emergency Event, or Test Event), the Company may review and revise a participant’s baseline based on the Customer’s historical load data.

“Contracted Hours” refers to the five-hour period during a Summer weekday, Monday through Friday, excluding federal holidays, during which the Customer or Aggregator contracts to provide Load Relief in a Network whenever the Company designates a Planned Event. The Contracted Hours are established by the Company for each Network based on individual Network needs and will be posted on the Company’s website no later than February 1 for the upcoming Summer Period.

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

“Emergency Event” refers to the Company’s request for Load Relief: (a) on less than 21 hours’ advance notice; or (b) for hours outside of the Contracted Hours.

“Load Relief” refers to 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.

“Load Relief Period” refers to the hours for which the Company requests Load Relief when it designates a Planned Event or an Emergency Event in a Network.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM- Continued

(B) Definitions - Continued

“Performance Adjusted kW” refers to the kW level that a Customer or Aggregator requests to provide subsequent to the imposition of a Penalty. The Performance Adjusted kW must be a level such that: (a) it is equal to or less than the average hourly kW of Load Relief that was provided during the most recent Event (i.e., Test Event, Planned Event, or Emergency Event); and (b) in the month in which the Performance Adjusted kW is to become effective, the Performance Factor calculated using the Performance Adjusted kW is greater than the Performance Factor calculated without regard to the Performance Adjusted kW but not greater than 1. The Performance Adjusted kW will become effective commencing the first day of the first calendar month after the request is received and will remain in effect thereafter until the earlier of: (a) the month following a request to increase the Performance Adjusted kW, pursuant to Section (H)(3); (b) the month in which the Performance Factor calculated without regard to the Performance Adjusted kW is lower than the Performance Factor calculated using the Performance Adjusted kW; or (c) the term of service under this Rider ends.

“Performance Factor,” when a Planned Event is called in a Network, is the ratio of (a) the average hourly kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during all Contracted Hours to (b) the kW of contracted Network Load Relief. “Performance Factor,” when a Test Event is called in a Network, is the ratio of (a) the kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during the Test hour to (b) the kW of contracted Network Load Relief. “Performance Factor,” when a Performance Adjustment is in effect, is the ratio of the Performance Adjusted kW to the kW of contracted Network Load Relief. “Performance Factor,” when more than one Planned 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. If the Performance Factor for the current month is lower than the prior month’s Performance Factor, the lower Performance Factor becomes the new Performance Factor for the current month and each month thereafter until: (a) the month in which new or increased Performance Adjusted kW becomes effective, in which case the Performance Adjusted kW is used to calculate the Performance Factor; or (b) the month in which the Performance Factor is lower than the prior month’s Performance Factor, in which case the lower Performance Factor becomes the new Performance Factor. Customers and Aggregators may increase the kW of contracted Load Relief in subsequent Summer Periods above their previously contracted kW of Load Relief, provided their most recent Performance Factor was not less than 1. The Performance Factor is rounded to two decimal places.

“Planned Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during the Contracted Hours. Planned Events will be called when the Company’s day-ahead forecasted load level is at least 96 percent of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system will be posted to the Company’s website.

“Renewable Generation” means behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.

(General Information - Continued on Leaf No. 158-M)
### VI. Service Classification Riders (Available on Request) - Continued

#### S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

##### (B) Definitions - Continued

"Summer" or "Summer Period," as defined solely under this Rider, refers to the period May 1 through October 31.

"Test Event" refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during a 60-minute period designated by the Company within the five-hour span of Contracted Hours.

##### (C) Applications and Term of Service

1. Applications for service under this Rider must be made electronically. The Company will not accept an application unless all required information is provided. If the Company accepts an application by April 1, service will commence under this Rider on May 1 unless the application specifies a June 1 commencement date. If the Company accepts an application by May 1, service will commence under this Rider on June 1. Applications will not be accepted after May 1 for participation during the current Summer Period.

2. A Customer or Aggregator may apply in writing to change the CBL Verification Methodology, to change the kW of contracted Load Relief in a Network, or to terminate service under this Rider for the upcoming Summer Period provided the request is received no later than May 1.

3. Customers and Aggregators may enroll under this Rider for a period of up to three consecutive Summers, provided, however, that, each Summer, participants will be subject to the terms, conditions, payment rates, and penalties that are in effect for that participation year, as those terms, conditions, payment rates, and penalties may change from year to year.

4. Each application must state the kW of Load Relief that the Customer or Aggregator contracts to provide for the five Contracted Hours required for the Network(s). The weather-adjusted CBL will be used as the CBL Verification Methodology for each Con Edison account number enrolled, unless the application specifies that the average-day CBL is to be used for verification of performance.

5. Except for Renewable Generation, Electric Generating Equipment is prohibited from operating under this Rider within one-half mile of a peaking generator located at Gowanus (Brooklyn), Narrows (Brooklyn), Hudson Avenue (Brooklyn), Astoria (Queens), 59th Street (Manhattan, West Side) and 74th Street (Manhattan, East Side), all as shown on the Company’s website.

In other geographic areas, participation by diesel-fired Electric Generating Equipment will be permitted only if the engine for the equipment is model year 2000 or newer. Participation by these diesel-fired Electric Generating Equipment will be limited to 20 percent of the total kW enrolled under this Rider for the Summer Period. Enrollment by such generators will be accepted on a first come, first served basis. Within these geographic areas, no limit or cap will be placed on following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

(General Information - Continued on Leaf No. 158-N)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(C) Applications and Term of Service - Continued

(6) If a Customer or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Rider, the application must state generator information, including the unit’s serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and identification as to whether the unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, or whether it has a NOx emission level of no more than 2.96 lb/MWh. If the generating equipment has a NOx emission level of no more than 2.96 lb/MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls, a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, written certification by a professional engineer must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level.

Copies of all New York State Department of Environmental Conservation (“DEC”) permits must be included with the application. By applying for service under this Rider, Customers and Aggregators (on behalf of their customers) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC’s agreement to keep this information confidential.

Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information will be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

(7) Rider T participants may not participate under this Rider. Participation under this Rider is permitted to participants in other programs that provide payment for capacity, such as the NYISO’s Special Case Resources Program, NYPA’s Peak Load Management Program, the Company’s Rider P, and the Company’s Rider U.

(8) Customers and Aggregators must meet the metering requirements specified in Section (E).

(D) Notification by the Company and Required Response

(1) The Company will notify Customers and Aggregators by phone or e-mail, 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.

(General Information - Continued on Leaf No. 158-O)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(D) Notification by the Company and Required Response - Continued

1. If the Company designates a Planned Event or a Test Event, the Company will provide advance notice at least 21 hours in advance of the event. The Company will again provide advance notice on the day of the event, usually two or more hours in advance.

2. If the Company designates an Emergency Event, notice will be given as soon as practicable. Participants are requested to provide Load Relief as soon as they are able.

3. For all Planned Events called by the Company during the Summer Period, participation is required during all Contracted Hours. For Test Events called by the Company, participation is required during the Test period, which will not exceed one hour.

(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 hereunder.

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. The metering equipment and telecommunications service may be installed and made operational following the Company’s acceptance of the completed application, but no later than April 1 to commence service under this Rider on May 1 and no later than May 1 to commence service under this Rider on June 1. Customers or Aggregators that do not have metering and/or telecommunications service operational by such required date will be subject to a Penalty, as specified in Section (H), unless the delay was due to the Company’s failure to install required metering within three weeks of the applicant’s payment for a meter upgrade. Participation under this Rider will commence the first day of the first Summer month that occurs at least 30 days after both the interval metering and communications become operational.

(General Information - Continued on Leaf No. 158-P)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(E) Metering - Continued

(4) The Company will install interval metering (i) within three weeks of an applicant’s request and payment for an upgrade to interval metering that 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. If the Company misses the installation time frame, it will make a “Lost Reservation Payment,” unless the meter delay was caused by a reason outside the Company’s control, such as the telephone company’s failure to install a landline or, if, at the Company’s request, the Commission grants the Company an exception due to a condition such as a major outage or storm. A Lost Reservation Payment will be calculated by determining the number of months between the earliest month in which the customer could have begun participation had the meter been installed within the required timeframe (assuming the Company’s acceptance of a completed application and receipt of payment for the meter upgrade) and the first month following the completed installation, and multiplying that number by the pledged kW and associated per-kW Reservation Payment Rate.

(F) Payments

(1) Reservation Payments

(a) Customers and Aggregators will receive, for each Summer month in which they are enrolled, a Reservation Payment. The Reservation Payment rate per kW is determined for each Network and is based on the number of cumulative Planned Events in that Network for which the Customer or Aggregator was asked to provide Load Relief during the Summer Period, as follows:

The payment rate is $5 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for four or fewer cumulative Planned Events since the current Summer Period commenced.

The payment rate is $10 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for five or more cumulative Planned Events since the Summer Period commenced.

(b) The Reservation Payment per month is equal to the applicable Reservation Payment Rate per kW per month multiplied by the kW of contracted Network Load Relief multiplied by the Performance Factor.

(c) The Company may make payments for participation in one or more Networks in need of load relief after conducting Requests for Proposals for such networks. The payment amount will be determined based on alternative relief measures and will be filed by the Company with the Public Service Commission on the “Statement of Rider S Payments for Specified Networks,” apart from this Rate Schedule, no less than 30 days before the Statement’s effective date. Such Statement will identify each Network for which an additional payment will be made, the payment amount per kW for participation in that Network, and the dates such payments are to be in effect.

(General Information - Continued on Leaf No. 158-P-1)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(F) Payments - Continued

(2) Payment for Participation during Emergency Events

A Customer or Aggregator will receive payment for performance during each Emergency Event, provided the Company can verify that the Customer or Aggregator provided Load Relief.

The payment rate is equal to $5.00 per kW multiplied by the highest average kW of Load Relief provided in any five consecutive hours during the Load Relief Period. This payment is not available to Rider U participants.

(3) Energy Payments for Load Relief

The Company will make a payment of $0.50 per kWh to a Customer or Aggregator who provides Load Relief during a Planned Event or Test Event, provided the Company can verify that the Customer provided at least 50 kW of Load Relief and the Aggregator provided at least 100 kW of Load Relief.

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, U, Rider V, or 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.

Energy payments will not be made for Load Relief provided during Emergency Events.

(4) Application of Payments

Payments will be calculated monthly. Payments, less any Penalties, will be posted to the accounts of Customers enrolled in the program. Payments, less any Penalties, will be made by check or wire transfer to Aggregators and to customers of NYPA and NYCPUS, unless they have Con Edison accounts.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(G) Data Review

The Company reserves the right to review records and/or operations of any Customer, Aggregator, or customer of an Aggregator to verify enrollment information and performance associated with a designated Load Relief Period or 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.

If the Company determines that a Customer, Aggregator, or customer of an Aggregator 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 Summer.

(H) Measurement, Penalties and Adjustment for Non-Performance

(1) Measurement

A single CBL Verification Methodology is used to measure both kW and kWh performance on each account. The weather-adjusted CBL methodology is used to measure performance unless the Customer or Aggregator elected the average-day CBL methodology either at the time that application for service was made under this Rider or by May 1 of the current Summer Period, if later.

Demand reductions of an Aggregator will be measured on a portfolio basis by Network by CBL Verification Methodology.

(2) Penalties

(a) A Customer or Aggregator will be subject to a Penalty for the first month in which the Performance Factor is less than 1.0. The Penalty will be equal to twice the Reservation Payment rate per kW times the difference of one less the Performance Factor. In addition, if the Performance Factor prior to the current month is less than 1.0 and the Performance Factor for the current month is lower than that Performance Factor, the Customer or Aggregator will be subject to a Penalty for the month in which the Performance Factor is further reduced. The Penalty for such month will be equal to twice the Reservation Payment Rate per kW times the difference between the prior Performance Factor and the new (lower) Performance Factor.

After Summer 2011, the Company will refund, without interest, penalties paid by a Customer or Aggregator for 2010 CSRP performance if all of the following conditions are met: (i) the Customer or Aggregator was enrolled in the 2011 CSRP; (ii) the kW of contracted Load Relief for the 2011 CSRP was equal to or greater than the kW enrolled for the 2010 CSRP; and (iii) the Performance Factor for each month during the 2011 CSRP was not less than 1.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(H) Measurement, Penalties and Adjustment for Non-Performance - Continued

(2) Penalties - Continued

(b) If a Customer or Aggregator fails to arrange for the furnishing and installation of the metering and telecommunications service for an account, as required under Section (E), a Penalty will be assessed for the kW enrolled for that account. Such Penalty, assessed no more than once per year, will be equal to twice the Reservation Payment rate per kW times the kW of contracted Load Relief.

(3) Performance Adjustment

A Performance Adjustment will be applied in calculating the Performance Factor if the Customer or Aggregator requests in writing to provide Performance Adjusted kW and provides Security, if required, pursuant to Section (J) below.

Once a Performance Adjustment is in effect, a Customer or Aggregator may request subsequent increases to the Performance Adjusted kW if the updated kW level meets the requirements for Performance Adjusted kW and any additional Security, if required, is provided. No more than one request will be accepted per month to change to the Performance Adjusted kW.

The Performance Adjustment will become effective commencing the first day of the first calendar month that follows the Company’s receipt of the request to initiate or update the Performance Adjusted kW.

(I) Testing

The Company may require a Customer or Aggregator to participate in one or more Test Events, each for a period not to exceed one hour, commencing at a time determined solely at the Company’s discretion, but within the Contracted Hours specified for the Network. If the Company can verify that a Customer or Aggregator provided the kW of contracted Load Relief during the Test Event, the Company will make a payment for one hour of energy for the Load Relief achieved up to the contracted amount, as specified in Section (F) of this Rider. A Customer or Aggregator who fails the Test will be subject to the Penalties described in Section (H) of this Rider.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(J) Security Requirements

If the Customer or Aggregator is enrolled for a term of service greater than two Summer periods, a request for a Performance Adjustment pursuant to Section (H) shall be accompanied by Security in the form of a letter of credit. Security shall be provided in the amount of the Penalty that was applied.

The Company will draw upon all or a portion of this Security, as applicable, if a Penalty is assessed subsequent to reinstatement and the Company does not receive payment of the Penalty within thirty days.

The Company will release the letter of credit under any of the following conditions:

(a) payment of an applicable Penalty is received within thirty days of the Penalty’s assessment;
(b) the entire kW of contracted Load Relief is provided during a subsequent Planned Event or Test Event called during the subsequent Summer; or
(c) the remaining enrollment term is no greater than two Summer periods.

(General Information - Continued on Leaf No. 158-P-5)
VI. Service Classification Riders (Available on Request) - Continued

RIDER T

Applicable to Service Classification Nos. 1, 2, 5, 7, 8, 9, 12, 13 and 14-RA
(Subject to the provisions thereof)

T – CRITICAL PEAK REBATE PROGRAM

(A) Applicability

To any Customer taking service under Service Classification (“SC”) No. 1, 2, 5, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA; to any customer of the New York Power Authority (“NYPA”) or the New York City Public Utility Service (“NYCPUS”); and to any Aggregator that meets the requirements of this Rider.

Service is available under this Rider only in the New York Independent System Operator (“NYISO”) Zone J. This Rider is applicable to Customers and Aggregators who agree in writing to provide Load Relief in a Network during the hours required for such Network when the Company designates Planned Events during the Summer Period. Participants may also agree to provide Load Relief if an Emergency Event is called.

A Customer must contract to provide at least 10 kW of Load Relief if the average of the maximum monthly demands over the 12 months prior to enrollment was 250 kW or greater. Other Customers must contract to provide at least 1 kW of Load Relief. An Aggregator must contract to provide a total of at least 100 kW of Load Relief in one or more Networks. Each Summer during 2011 and 2012, participation under this Rider is limited to a total of 100 participants whose average maximum monthly demand over the 12 months prior to enrollment was 250 kW or greater plus 400 smaller users (i.e., participants whose average maximum monthly demand over the 12 months prior to enrollment was less than 250 kW). Applications will be accepted on a first come, first served basis.

If other requirements for service under this Rider are met, Electric Generating Equipment may be used to participate under this Rider subject to the provisions set forth in Section (C) below. The participating Customer or Aggregator is responsible for determining that the operation of the generating equipment under this Rider will be in conformance with any governmental limitations on operation.

(B) 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 that is responsible for the actions of the Customers it represents, including performance and, as applicable, repayments to the Company.

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

T – CRITICAL PEAK REBATE PROGRAM - Continued

(B) Definitions - Continued

“CBL Verification Methodology” means the methodology used by the Company to verify the actual kW of Load Relief provided during each hour of each designated Load Relief Period as well as the methodology used by the Company to verify the actual kW of Load Relief provided during a Test Event. Actual load levels are compared to the customer baseline loads to verify the kW of Load Relief provided by the Customer or Aggregator; 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 weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of the Planned Event, Emergency Event, 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 on the premises of a Customer served under Service Classification No. 14-RA of the Retail Access Rate Schedule or Rider R and used to provide Load Relief under this Rider; or (b) emergency electric generating equipment that is interconnected and operated in compliance with General Rule III-13(E) and used to provide Load Relief under this Rider.

“Emergency Event” refers to the Company’s request, on less than 21 hours’ advance notice, for Load Relief for a period of up to five hours.

“Event Hours” refers to the five-hour period during a Summer weekday, Monday through Friday, excluding federal holidays, during which the Customer or Aggregator agrees to provide Load Relief in a Network if the Company designates a Planned Event. Event Hours are established by the Company for each Network and will be posted on the Company’s website no later than February 1 for the upcoming Summer period.

“Load Relief” refers to power (kW) originally supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Customer or Aggregator.

“Load Relief Period” refers to the hours for which the Company requests Load Relief when the Company designates a Planned Event or Emergency Event in a Network.

“Planned Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during the Event Hours. Planned Events will be called when the Company’s day-ahead forecasted load level is at least 96 percent of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system will be posted to the Company’s website.

“Renewable Generation” means behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.

“Summer” or “Summer Period,” as defined solely under this Rider, refers to the period May 1 through October 31.

“Test Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during a 60-minute period designated by the Company within the five-hour span of Event Hours.

(General Information – Continued on Leaf No. 158-P-7)
VI. Service Classification Riders (Available on Request) - Continued

T – CRITICAL PEAK REBATE PROGRAM - Continued

(C) Applications and Term of Service

(1) The term of service under this Rider is Summer 2011 and/or Summer 2012. Applications for service under this Rider must be made electronically, unless otherwise approved by a Company representative. Applications may be made throughout the year, but will not be accepted by the Company unless all required information is provided. Service will commence under this Rider on the first day of the calendar month in the Summer Period following the Company’s receipt and acceptance of a completed application, so long as the application is received no later than the fifteenth calendar day of the prior month.

(2) A Customer or Aggregator may change the kW of contracted Load Relief in a Network or terminate service under this Rider for the current Summer Period, provided the Company receives a written request no later than May 1. A participant’s CBL Methodology may be changed if the average of the maximum monthly demands over the 12 months prior to enrollment was 250 kW or greater, provided the Company receives a written request no later than May 1.

(3) Customers and Aggregators may enroll to participate for both Summer 2011 and Summer 2012, provided, however, that, each Summer, participants will be subject to the terms, conditions, and payment rates that are in effect for that participation year, as those terms, conditions, and payment rates may change from year to year.

(4) Each application must state the kW of Load Relief that the Customer or Aggregator contracts to provide during the Event Hours required for the Network(s). The weather-adjusted CBL will be used for verification of all performance; provided, however, that the average-day CBL will be used if so specified on the application for a participant whose average maximum monthly demand over the 12 months prior to enrollment was 250 kW or greater. (This election is not available for smaller users.)

(5) Except for Renewable Generation, Electric Generating Equipment is prohibited from operating under this Rider within one-half mile of a peaking generator located at Gowanus (Brooklyn), Narrows (Brooklyn), Hudson Avenue (Brooklyn), Astoria (Queens), 59th Street (Manhattan, West Side) and 74th Street (Manhattan, East Side), all as shown on the Company’s website.

In other geographic areas, participation by diesel-fired Electric Generating Equipment will be permitted only if the engine for the equipment is model year 2000 or newer. Participation by these diesel-fired Electric Generating Equipment limited to 20 percent of the total kW enrolled under this Rider for the Summer Period. Enrollment by such generators will be accepted on a first come, first served basis. Within these geographic areas, no limit or cap will be placed on the following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas-lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

(General Information – Continued on Leaf No. 158-P-8)
VI. Service Classification Riders (Available on Request) - Continued

T – CRITICAL PEAK REBATE PROGRAM - Continued

(C) Applications and Term of Service - Continued

(6) If a Customer or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Rider, the application must state generator information, including the unit’s serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and identification as to whether the unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, or whether it has a NOx emission level of no more than 2.96 lb/MWh. If the generating equipment has an NOx emission level of no more than 2.96 lb/MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls, a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, written certification by a professional engineer must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level.

Copies of all New York State Department of Environmental Conservation ("DEC") permits must be included with the application. By applying for service under this Rider, Customers and Aggregators (on behalf of their customers) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC’s agreement to keep this information confidential.

Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information will be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

(7) Rider S participants may not participate under this Rider. Participation under this Rider is permitted to participants in other demand response programs offered by the NYISO, the Company or another entity (e.g., the NYISO’s Special Case Resources Program, the NYISO’s Emergency Demand Response Program, NYPA’s Peak Load Management Program, and the Company’s Rider U). However, if Load Relief is provided under one of those programs during hours concurrent with this Rider, energy payments will be made under this Rider only for energy in excess of that provided under those other programs. If the Customer bids into the NYISO market, either directly or through a third party (e.g., Con Ed or the NYPA), and receives payment for energy during concurrent Load Relief hours, payments will be made under this Rider only for Load Relief in excess of the Customer’s accepted bid.

(8) Customers and Aggregators must meet the metering requirements specified in Section (E).
GENERAL INFORMATION - Continued

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

T – CRITICAL PEAK REBATE PROGRAM - Continued

(D) Notification by the Company and Required Response

(1) The Company will notify Customers and Aggregators by phone or e-mail, or both, in advance of
the commencement of a Load Relief Period or Test Event, in accordance with the Company’s
operating procedures. 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.

(2) If the Company designates a Planned Event or a Test Event, the Company will provide advance
notice at least 21 hours in advance of the event. The Company will again provide advance notice
on the day of the event, usually two or more hours in advance.

(3) If the Company designates an Emergency Event, notice will be given as soon as practicable.
Participants are requested to provide Load Relief as soon as they are able.

(4) If the Company calls a Test Event, participation is required during the Test period, which will not
exceed one hour.

(5) Participation under this Rider is voluntary. However, a Customer or Aggregator may be required to
return equipment supplied by the Company if the participant fails to consistently provide the
minimum kW of Load Relief specified in Section (E) below.

(E) Metering

(1) If the average of the Customer’s maximum monthly demands over the 12 months prior to
enrollment was 250 kW or greater, the Customer must have interval metering with
telecommunications capability used by the Company for monthly billing in order to participate
under this Rider. If, at the time of application for service under this Rider, the Company does not
bill such Customer monthly using interval metering, the Customer or Aggregator shall arrange for
the furnishing and installation of interval metering with telecommunications capability to be used
for billing, and arrange for telecommunications service, at its expense, net of any discount or rebate
received by the Customer. 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.

(2) An application will not be accepted for participation under this Rider unless both the metering and
telecommunications service are already operational.

(3) Smaller users require Company-approved equipment that measures, records and communicates
interval data to the Company. The Company will provide the necessary equipment subject to the
following terms: (a) the equipment will remain the property of the Company; (b) the Company may
require that the Customer or Aggregator return the equipment if the participant fails to consistently
provide the minimum reductions specified in Section F; and (c) the Company may charge the
Customer or Aggregator for the cost of the equipment if it is not returned as requested.

(General Information – Continued on Leaf No. 158-P-10)
VI. Service Classification Riders (Available on Request) - Continued

T – CRITICAL PEAK REBATE PROGRAM - Continued

(F) Payments

(1) Eligibility for Payment: Payment will be made for each Planned Event, Emergency Event, and Test Event provided the Company can confirm using the CBL Verification Methodology that the minimum required kWh of Load Relief was provided.

Participants whose average maximum monthly demand over the 12 months prior to enrollment was 250 kW or greater are required to provide, at a minimum, 50 kWh during a Planned Event and 10 kW during a Test Event. Smaller users are required to provide, at a minimum, 5 kWh during a Planned Event and 1 kWh during a Test Event.

(2) Payment Rate: If the Customer or Aggregator is eligible for payment as specified in paragraph (1), the payment rate, for the average hourly kWh of Load Relief provided, is as follows:

- $1.50 per kWh for Load Relief provided during a five-hour Planned Event or during a one-hour Test Event; and
- $5.00 per kWh for Load Relief provided during an Emergency Event.

The Payment amount paid per Event is equal to the applicable Payment Rate per hour multiplied by the average hourly kWh provided during the Event multiplied by the number of Event hours.

(3) Application of Payments: Payments will be calculated monthly and applied to the accounts of Customers enrolled under this Rider. Payments will be made by wire transfer to customers of NYPA and NYCPUS, unless they have Con Edison accounts.

(G) Data Review

The Company reserves the right to review records and/or operations of any Customer, Aggregator, or customer of an Aggregator to verify enrollment information and performance associated with a designated Load Relief Period or 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.

If the Company determines that a Customer, Aggregator, or customer of an Aggregator 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 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 Summer.
VI. Service Classification Riders (Available on Request) - Continued

T – CRITICAL PEAK REBATE PROGRAM - Continued

(H) Testing

The Company may require a Customer or Aggregator to participate in one or more Test Events, each for a period not to exceed one hour, commencing at a time determined solely at the Company’s discretion, but within the Event Hours specified for the Network. If the Company can verify that the Customer or Aggregator provided the contracted kW of Load Relief during the Test Event, the Company will make a payment for one hour of energy for the Load Relief achieved up to the contracted kW amount, as specified in Section (F) of this Rider.
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)
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)
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 it 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

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

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

Rider V
Applicable to Service Classification Nos. 8, 9, 12, and 13
(Subject to the provisions thereof)

V – EMERGENCY DEMAND RESPONSE PROGRAM

(A) Applicability: To any Customer taking service under Service Classification No. 8, 9, 12, or 13 of this Rate Schedule or an equivalent service classification of the Retail Access Rate Schedule, with entire service measured by one or more interval meters, and any customer of the New York Power Authority (“NYPA”), New York City Public Utility Service (“NYCPUS”), or County of Westchester Public Utility Service Agency (“COWPUSA”) with entire service measured by one or more interval meters, that meets the requirements of this Rider.

Service under this Rider will be available to Customers who elect to participate in the Emergency Demand Response Program by Load Reduction of at least 100 kW and/or Load Delivery of at least 100 kW, during such periods when the New York Independent System Operator (“NYISO”) declares an emergency in conjunction with an in-day peak hour forecast response to an operating reserve peak forecast shortage as defined in Section 4.41 of the NYISO Emergency Operations Manual, or in response to a major state of emergency as defined in Section 3.2 of the NYISO Emergency Operations Manual, or at the NYISO’s discretion to relieve system or zonal emergencies. A Customer may operate electric generating equipment on its premises during NYISO-declared emergencies provided the Customer complies with General Rule III-13(E) or III-13(F), as applicable. Such Customer will be responsible for determining that its operation of generating equipment in response to NYISO-declared emergencies will be in conformance with any governmental limitations on operation.

The Company reserves the right to exclude a generator from connecting to the Company’s primary distribution feeders 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 primary distribution feeders, or limit the amount of power and energy delivered, for operational reasons.

(B) Term of Service: Service under this Rider will be available until the NYISO terminates its Emergency Demand Response Program. Service under this Rider will be available seven days after the Company receives a completed application, subject to any additional processing time required by the NYISO. Customers may terminate service under this Rider upon written notice to the Company.

(C) Definitions

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

“Load Delivery” means power and energy produced by use of on-site generation and delivered to the Company’s primary distribution feeders during a NYISO-declared emergency.

“Load Reduction” means load ordinarily supplied by the Company that is displaced by use of on-site generation and/or reduced by the Customer during a NYISO-declared emergency.

(Continued on Leaf No. 158-T)
VI. Service Classification Riders (Available on Request) - Continued

V – EMERGENCY DEMAND RESPONSE PROGRAM – Continued

(D) Emergency Demand Response Period Notification: The Company will notify Customers served under this Rider when the NYISO declares an emergency in response to circumstances described in Paragraph (A) of this Rider. Notification will occur approximately two hours prior to the need for Load Reduction or Load Delivery by Customers. The Company shall endeavor to provide earlier notification when possible, but shorter notification periods may be necessary. The Company will also notify Customers served under this Rider when the NYISO declares the emergency to be over. The Customer shall designate in writing an authorized representative and an alternate representative to receive these notices.

(E) Payments for Load Reductions and/or Deliveries:

1. Reductions and/or deliveries of load by Customers under this Rider in response to NYISO-declared emergencies are voluntary. In order to receive payments under this Rider, the Company must be able to verify that the Load Reduction and/or Load Delivery was in effect for each hour of the Emergency Demand Response Period.

Where the Customer provides Load Reduction, the payment for each hour of load reduction under this Rider will be the difference between (i) the Customer’s baseline load for such hour and (ii) the Customer’s actual metered load for such hour. The Company shall determine the Customer’s baseline load for any hour by applying the NYISO methodology selected by the customer. The Customer may re-specify once per capability period the NYISO methodology by which its baseline load for any hour is calculated. The re-specified NYISO methodology for the summer capability period (May 1 through October 31) must be submitted in writing to the Company no later than April 1 of the preceding capability period. The re-specified NYISO methodology for the winter capability period (November 1 through April 30) must be submitted in writing to the Company no later than October 1 of the preceding capability period. A Customer who does not select a methodology will be considered to have chosen the NYISO standard baseline methodology. If at any time there is no NYISO methodology for determining Customers’ baseline load, the Customer’s baseline load shall be determined by the Company. Where the Customer provides Load Delivery, the payment for each hour of load delivery under this Rider will be the load delivered to the Company’s system.

2. Payment to a Customer for each Emergency Demand Response Period will be for a minimum of four hours. Payment will be calculated as follows:

   a. For Emergency Demand Response Periods lasting more than four hours, the payment for each hour of verified Load Reduction or Load Delivery will be equal to 90 percent of the higher of (i) the real-time, zonal Locational Based Marginal Price per kWh adjusted for losses or (ii) 50 cents per kWh.

   b. For Emergency Demand Response Periods lasting four hours or less, the payment for each hour of verified Load Reduction or Load Delivery will be equal to 90 percent of the higher of (i) the real-time, zonal Locational Based Marginal Price per kWh adjusted for losses or (ii) 50 cents per kWh for the first two hours or the duration of the Emergency Demand Response Period, whichever is greater, and the payment for the remainder of the four-hour minimum payment period of verified Load Reduction or Load Delivery will be equal to 90 percent of the real-time, zonal Locational Based Marginal Price per kWh adjusted for losses.

(General Information - Continued on Leaf No. 158-T-1)
VI. Service Classification Riders (Available on Request) - Continued

V – EMERGENCY DEMAND RESPONSE PROGRAM - Continued

(E) Payments for Load Reductions and/or Deliveries - Continued

(2) - Continued

(c) The sum of the amounts so calculated for the hours of the Emergency Demand Response Period(s) will be the amount paid to the Customer. Payment will be made in the billing cycle following the Company’s receipt of payment from the NYISO. Customers of NYPA, NYCPUS and COWPUSA will be paid by check. All others will receive payment by bill credit.

(d) Further information regarding payments under various economic development programs is contained in General Rule III-11(W).

(3) Payment for energy will not be made under this Rider if the Customer receives payment for energy under a similar load reduction or delivery program, such as a Special Case Resources or peak load management program implemented by either the Company or another entity, for load reductions and/or deliveries occurring during concurrent load reduction and/or delivery hours. Rider V Customers taking service under Rider W will be paid under this Rider for load reductions in excess of their accepted Rider W Bid, expressed in kWh, for concurrent Rider V and Rider W load reductions. Rider V Customers taking service under Rider U will be paid the higher of the amount payable under Rider U and the amount payable under V for concurrent load reduction and/or delivery hours.

(F) Restrictions as to Availability of this Rider: Service under this Rider shall not be available to Customers receiving service under Rider P.

(G) Metering: Each Customer’s entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wiring in good working order. If the Customer’s service is not measured by one or more interval meters, provided in connection with other Company service requirements, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability, and arrange for telecommunications service, at the Customer’s expense, net of any discount or rebate received by the customer, before the Customer’s application shall be accepted for service under this Rider. Customers intending to use on-site generators for purposes of this Rider must arrange for the furnishing and installation of interval metering to measure the output of such on-site generators. Where the Customer contracts for Load Delivery, such delivery must be separately metered.

(H) Interconnection and Delivery for Load Delivery Customers: A Customer who contracts to participate in the Emergency Demand Response Program through 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. Load Delivery to the Company’s secondary networks is prohibited.

(General Information - Continued on Leaf No. 158-U)
VI. Service Classification Riders (Available on Request) - Continued

Rider W

Applicable to Service Classification Nos. 8, 9, 12, and 13
(Subject to the provisions thereof)

W – DAY AHEAD DEMAND REDUCTION PROGRAM

This Rider implements the New York Independent System Operator’s (“NYISO”) Incentivized Day-Ahead Economic Load Curtailment Program, as same may be changed from time to time.

(A) Applicability: To any Customer taking service under Service Classification No. 8, 9, 12, or 13 of this Rate Schedule with entire service measured by one or more interval meters, that meets the requirements of this Rider and is capable of reducing load by at least 100 kW per account through load curtailment. Customers offering load reduction by means of on-site generation are ineligible for service under this Rider.

(B) Term of Service: Service will be available under this Rider until terminated by the NYISO. Service under this Rider will be available seven (7) days after the Company receives a completed application, subject to any additional processing time required by the NYISO. Customers may terminate service under this Rider upon written notice to the Company.

(C) Definitions: The following definitions are applicable to this Rider.


2. Bidding Day: The day of the week, Monday through Friday, on which the Customer submits its Bid to the Company, two business days prior to the Dispatch Day, except that the Bidding Day for Monday dispatches is the prior business day.

3. Calculated Load Reduction: The difference between (i) the Customer Baseline Load and (ii) the Customer’s actual metered load on an hourly basis. The Calculated Load Reduction shall in no event be less than zero.

4. Customer Baseline Load (“CBL”): Average hourly energy consumption, rounded to the nearest kWh, for each of the 24 hours in a day calculated in accordance with the NYISO methodology as selected by the customer. The Customer may re-specify the NYISO methodology once per capability period. The re-specified NYISO methodology for the summer capability period (May 1 through October 31) must be submitted in writing to the Company no later than April 1 of the preceding winter capability period. The re-specified NYISO methodology for the winter capability period (November 1 through April 30) must be submitted in writing to the Company no later than October 1 of the preceding summer capability period. A Customer who does not select a methodology will be considered to have chosen the NYISO standard baseline methodology. If at any time there is no NYISO methodology applicable for determining the CBL, the CBL shall be determined by the Company.

(General Information - Continued on Leaf No. 158-V)
VI. Service Classification Riders (Available on Request) - Continued

W – DAY AHEAD DEMAND REDUCTION PROGRAM - Continued

(C) Definitions – Continued

(5) Demand Reduction Bus: The electrical location where the load reduction will take place and where Locational Based Marginal Price (“LBMP”) is measured. Each Customer will be assigned to a specific Demand Reduction Bus for the entire term of service.

(6) Dispatch Day: The day of the week, Monday through Friday, when the Customer is required to reduce load following acceptance by the NYISO of the Company’s bid into the day-ahead market.

(7) Notification Day: The day when the Company notifies the Customer that it must reduce load on the Dispatch Day.

(D) Criteria for Bids:

Bids shall be in 100 kW increments for the time period and at the price level specified by the Company, but no less than 5 cents per kWh.

The maximum hourly load reduction that may be bid by a Customer for any hour shall not be greater than the CBL for that hour.

(E) Bidding Procedures: On any Bidding Day prior to 1 P.M., the Customer may provide the Company a Bid in 100 kW increments per account. The Company will aggregate Bids and submit them in 1 MW increments to the NYISO in accordance with NYISO requirements. The aggregation of bids into 1 MW increments may require adjustment to the bid price level, which may reduce the competitiveness of the Company’s bid to the NYISO. If aggregated Bids on any Demand Reduction Bus are less than 1 MW, the Company will reject all Bids at that Demand Reduction Bus. Prior to 5 A.M. on the Notification Day, the Company will submit its bids to the NYISO. Between 11 A.M. and 3 P.M. on the Notification Day, the Company will notify the Customers if their Bids are accepted. Any Bid not accepted is deemed rejected. These bidding procedures are in effect Mondays through Fridays, excluding public holidays.
GENERAL INFORMATION - Continued

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

W – DAY AHEAD DEMAND REDUCTION PROGRAM - Continued

(F) Payments and Penalties for Load Reductions by Curtailment: Payments will only be made for bids submitted by the Company and scheduled by the NYISO. For each hour in which the Customer reduced load under this Rider, the Company will pay the Customer an amount equal to the Customer’s Bid in kW for such hour times 90 percent of the dollars per kWh received by the Company from the NYISO for scheduled day-ahead load reductions, excluding any Demand-Reduction Incentive Payments for such hour, times the ratio of (i) the aggregated Bids at the Customer’s Demand Reduction Bus for such hour, rounded to the nearest lower full MW to (ii) the aggregated Bids at the Customer’s Demand Reduction Bus for such hour. The sum of the amounts so calculated in any billing cycle for the hours in which the Customer’s Bids were accepted will be the amount paid to the Customer for such billing cycle. The payment to the Customer for each hour will, in no event, be less than 90 percent of the product of the Customer’s Bid and the bid price level.

1. When the Calculated Load Reduction is less than the Customer’s Bid, the Company will charge the Customer a penalty equal to the product of (i) the applicable hourly day-ahead LBMP or the applicable real-time LBMP, whichever is greater, and (ii) the difference between the Calculated Load Reduction and the Customer’s Bid.

2. Payment, net of any penalties, will be made by bill credit in the billing cycle following the Company’s receipt of payment from the NYISO.

3. Payment for energy will not be made under this Rider if the Customer receives payment for energy under a similar load reduction program, such as a Special Case Resources or peak load management program implemented by an entity other than the Company for load reductions occurring during concurrent load reduction hours. Rider W Customers taking service under Rider P, U or V will be paid under this Rider for their accepted demand reduction Bid and under Rider P, U, or V, as applicable, for load reductions in excess of the Bid, expressed in kWh, during concurrent load reductions.

(G) Restrictions as to Availability of this Rider: Service under this Rider shall not be available to Customers served under the Company’s Retail Access Rate Schedule. Customers of the New York Power Authority (“NYPA”), New York City Public Utility Service or County of Westchester Public Utility Service Agency who have part of their requirements served under Service Classification (“SC”) No. 8, 9, 12, or 13 of this Rate Schedule are eligible for service under this Rider for electricity requirements served under this Rate Schedule of at least 100 kW; provided, however, that the Customer is not eligible under this Rider for electricity requirements served under Rider Q or electricity requirements served by NYPA, an ESCO, or a Direct Customer’s Supplier under Special Provision Q of SC No. 9.

(H) Metering: Each Customer’s entire service must be measured by one or more interval meters, and Customers must maintain any associated pilot wiring in good working order. If the Customer’s service is not measured by one or more interval meters, provided in connection with other Con Edision service requirements, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability, and arrange for telecommunications service, at the Customer’s expense, net of any discount or rebate received by the Customer, before the Customer’s application shall be accepted for service under this Rider. A Customer with on-site generation will be required to provide interval metering data establishing, to the Company’s reasonable satisfaction, that the generator was not used to achieve its Bid.

Issued by Robert Hoglund, Senior Vice President and Chief Financial Officer, 4 Irving Place, New York, N.Y. 10003
VI. Service Classification Riders (Available on Request) - Continued

RIDER X

Applicable to telecommunications companies seeking to install telecommunications cable in Con Edison service territory

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(A) Definitions

The following definitions apply to all parts of the Rider:

**Book Cost** means the original book cost of the equipment when recorded on Con Edison’s books.

**Carrying Charge** means the percentage charge applied to plant account balances that recover ongoing costs incurred by the Company related to its investment. The following elements may be included in a carrying charge: administration, operation and maintenance, depreciation, taxes and rate of return.

**Carrier** means a telecommunications company having the authority, including all the requisite permits, franchises, consents and licenses from federal, state and local authorities, to provide telecommunications services using Fiber Optic Cable installed in Con Edison Facilities.

**Conduit** means a structure, usually underground, providing carrying capabilities and protection to electric or telecommunications cables, or other Company Facilities.

**Con Edison** or **Company** means Consolidated Edison Company of New York, Inc.

**Con Edison Facilities** or **Company Facilities** means Conduits, manholes, transmission line rights-of-way, transmission towers, distribution poles, river crossings, tunnels, interconnection with other service providers and/or the new construction of Underground Facilities.

**Customer** refers to both a telecommunications company granted the right to use space under this Rider and a telecommunications company that is an applicant for the right to use space under this Rider.

**Duct** means Conduit.

**Discretionary Services** means those services offered by Con Edison in competition with other contractors servicing telecommunications providers. Such services include but are not limited to project management, equipment maintenance and field services. Field services are comprised of rodding, roping, brushing and installing Innerduct and Fiber Optic Cables.

**Effective Date** means the date that the application for service under this Rider is fully executed by both the Customer and Con Edison.

(General Information – Continued on Leaf No. 158-X-1)
VI. Service Classification Riders (Available on Request) - Continued

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(A) Definitions - Continued

**Electric Class** means users of electric facilities for delivery of electricity.

**Electric Conduit** means conduit constructed for electric purposes.

**Electric Manhole** means a manhole constructed for electric purposes, which can house electric equipment or electric and telecommunications equipment.

**Electric Underground Facilities** mean facilities constructed for electric purposes, inclusive of Ducts, Conduits, manholes, and river crossings.

**Emergency Duct** means Duct that is reserved for the electric distribution system for emergency cable replacement, system growth or system reconfigurations, as required. It is also referred to as “maintenance duct.”

**Engineering Record Search** means a document search performed by Con Edison of its engineering records to determine the continuity of the underground electric system and to determine if Spare Underground Facilities are potentially available for telecommunications use.

**Facilities** means those facilities constructed and owned by Con Edison which will be used by Customer within the Con Edison system and may be used to connect from the Con Edison system to the underground Duct system of another provider.

**Fiber Optic Cable or Customer’s Facilities** means all fiber optic cable and the associated splicing enclosures installed by or on behalf of Customer in or on Con Edison Facilities for the Permitted Use, provided, however, that Con Edison may, based on prudent engineering principles and taking into account, the design, condition and other characteristics of the specific Con Edison Facilities and their proximity to Con Edison’s Electric Underground Facilities or high voltage transmission lines, place limitations on the size, material and/or technical characteristics of such Fiber Optic Cable.

**Field Verification** means the process by which verification is made of the actual availability of Duct space for installation of fiber in the specified route. Field Verification consists of rodding and roping and installation of Innerduct.

**Initial Term** is defined in Section 4 of the Standard Terms and Conditions.

**Innerduct** means a pipe or sleeve run through a Duct or Conduit to segregate or isolate separate Telecommunications Cables passing through the same Duct.

**Make Ready Work** means the work necessary to make Con Edison Facilities available for the installation of Fiber Optic Cable, including but not limited to Field Verification, rodding and roping, brushing, clearing obstructions, repairs, the installation of Innerduct, and any environmental assessments conducted in accordance with Section 9 of the Standard Terms and Conditions hereof and any other work required for the installation of the Customer’s Facilities.

(General Information – Continued on Leaf No. 158-X-2)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(A) Definitions - Continued

New Construction means the construction of new, Con Edison owned, Telecommunications Underground Facilities by Con Edison for use in whole or in part by Customer hereunder. Where Con Edison simultaneously constructs new Underground Facilities for the Customer, and/or itself and/or others, the term New Construction shall mean that portion of the construction which is directly related to the property which is to be used by Customer hereunder and a pro rata portion of any construction work common to all telecommunication users.

Operating Procedures means the construction and maintenance procedures for Make Ready Work, New Construction, construction and installation, operation, repair and maintenance of Fiber Optic Cable in Con Edison Facilities.

Permitted Use means the provision of telecommunications services through Fiber Optic Cable to Carriers or end users, pursuant to all applicable federal, state and local laws, rules and regulations.

Point-of-Entry means the point at which Conduit accesses the wall of the manhole.

Public Utility Purposes means Con Edison’s use for any existing or future generation, transmission or distribution of electricity, gas or steam for future customer service work or responsibility related to, arising from or connected with such generation, transmission or distribution.

Required Services means services that are performed exclusively by Con Edison. These services include but are not limited to:

- Engineering Record Search
- Manhole Inspections
- Contractor inspections
- Training
- New Construction

Route Grant means permission to occupy the Con Edison Facilities specified in Exhibit ‘A’ to the Application for Telecommunications Service.

Route Grant Acceptance Date means the date that Exhibit ‘A’ to the Application for Telecommunications Service is signed by the Customer indicating acceptance of the route specified therein.

Service Agreement means the agreement between Customer and Con Edison, which incorporates by reference and makes a part thereof the Standard Terms and Conditions and the Operating Procedures for the non-exclusive right for Customer to occupy the Con Edison Facilities solely to construct, install, operate, maintain and repair Customer’s Facilities therein for the Permitted Use. The words, “hereeto”, “herein”, “hereof” and “hereunder” as used in the Terms and Conditions all refer to this Rider.

(General Information – Continued on Leaf No. 158-X-3)
VI. Service Classification Riders (Available on Request) - Continued

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(A) Definitions - Continued

Service Lateral means Conduit used to connect the Company’s distribution system to a building entrance or property line.

Spare Underground Facilities means (i) Electric Underground Facilities in which there is available capacity because it is not used or planned to be used for electric purposes or otherwise reserved for emergency electric use and (ii) Telecommunications Underground Facilities in which there is available capacity.

Telecommunications Cable means all-dielectric Fiber Optic Cable used for telecommunications purposes. “All-dielectric” means that the Fiber Optic Cable is constructed from all dielectric (insulating) material and contains no material capable of conducting electricity such as metal conductor.

Telecommunications Class means the total of Customers served under this Rider.

Telecommunications Conduit means Con Edison-owned conduit constructed for telecommunications purposes.

Telecommunications Construction means the installation of Customer-owned Telecommunications Cable in Con Edison Facilities.

Telecommunications Manhole means a Company-owned manhole that is used exclusively for telecommunications equipment and does not contain electric equipment. Such telecommunications manholes may be used to interconnect into another provider’s system or into a building entrance or property line. Telecommunications Manholes are inclusive of telecommunications handholes.

Telecommunications Manhole Average Cost means the original direct cost, as defined in Section (E)(3) of this Rider, of having constructed all of the Company’s Telecommunications Manholes, except Unused Telecommunications Manholes, divided by the total number of Telecommunications Manholes, except Unused Telecommunications Manholes. The Telecommunications Manhole Average Cost shall be set forth on the Statement of Rental Rates Applicable to Telecommunications Companies.

Telecommunications Manhole Use means a splice enclosure or single pass through in use or reserved in a Telecommunications Manhole.

(General Information – Continued on Leaf No. 158-X-3-A)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(A) Definitions - Continued

**Telecommunications Underground Facilities** mean Con Edison-owned facilities constructed for telecommunications purposes, inclusive of Conduit and Telecommunications Manholes.

**Underground Facilities** means Conduit, manholes and Telecommunications Manholes constructed for either electric or telecommunications purposes.

**Unused Telecommunications Manhole** means an existing manhole originally constructed for telecommunications purposes but never put into service.

**Unused Telecommunications Manhole Average Cost** means the original direct cost associated with all Unused Telecommunications Manholes divided by the number of Unused Telecommunications Manholes. The Unused Telecommunications Manhole Average Cost shall be set forth on the Statement of Rental Rates Applicable to Telecommunications Companies.

(General Information – Continued on Leaf No. 158-X-4)
VI. Service Classification Riders (Available on Request) - Continued

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(B) Availability

A Customer applying for the right to use space in Company facilities under this Rider shall execute a written application entitled, Application for Telecommunications Service ("Application"), and will include the Customer's sketch/description of a proposed path for the purpose of installation of Telecommunications Cable. Upon receipt of the completed Application, Con Edison will conduct an Engineering Record Search, as described in Section (E) (1) of this Rider, and provide the Customer with a sketch of the Company's suggested path. If the Customer accepts the path indicated by the Company, the Customer and Company will execute a Service Agreement containing the general terms and conditions governing the Company's provision of space, associated construction, if applicable, and related activities, which includes the Standard Terms and Conditions, the Operating Procedures, and this Rider. The Standard Terms and Conditions and the Operating Procedures are incorporated by reference into this Rider.

The Company will grant a Customer the right to use space in or upon Company Facilities for the purpose of installation of Telecommunications Cable, after execution of the Service Agreement by the Company and the Customer and submission to the Company of suitable proof of the Customer's authority to install and operate Telecommunications Cable in the particular locality. Subject to Section (C) of this Rider, Company facilities that will be made available to Customers include the following: (a) Underground Facilities, (b) Service Laterals, (c) transmission towers, (d) submarine river crossings and tunnels, and (e) rights-of-way. The Company will not be required to grant the right to use space in Company Facilities or to perform services if any municipality having control over public rights-of-way through which the occupancies or services are being requested contends that the Company is without authority to permit such occupancies or perform such services. Nothing in this Rider shall preclude the Customer from exercising any rights it may have in relation to the relevant municipal authority.

(C) Access to Company Facilities and Priority of Use

(1) The Company shall not construct Underground Facilities when the Company has a path available through its overhead distribution or transmission system. If a Customer requests the right to use space in Underground Facilities, and there are no Spare Underground Facilities for the path selected by the Customer, and the Company does not have overhead facilities (transmission or distribution) available, the Company will construct Underground Facilities at the request of the Customer provided that the Customer: (a) pays in advance all applicable administrative costs that would be payable by the Company to another provider (e.g., Empire City Subway) for interconnection from the Telecommunications Manhole to the system of such other provider, and (b) posts financial security, as described in Section (G) of this Rider. In addition, if the Company, in its discretion, agrees to perform work outside of normal working hours at the Customer's request, the Customer will pay for all costs associated with the overtime activities. The Company will have the right to decline specific projects, subject to per-project concurrence by the Staff of the Department of Public Service, due to the magnitude of the project's scope, cost or other special characteristics. As an alternative, the Company may condition specific projects on the Customer's agreement to directly contribute a reasonable part of the cost of such project. Project scheduling will be subject to and subordinate to electric use.

(General Information – Continued on Leaf No. 158-X-5)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(C) Access to Company Facilities and Priority of Use - Continued

(2) A Customer's use of Company Facilities constructed for electric purposes, including submarine ducts and cables used for river crossings, in all respects will be subject to and subordinate to present and planned electric use. Such subordination will also apply to facilities reserved for emergency or other reliability-related purposes for the electric class. A Customer shall not occupy a facility constructed for electric purposes that is reserved for emergency or other reliability-related purposes for the Electric Class.

(3) Upon sixty (60) days advance written notice to a Customer, the Company may recall facilities and provide an alternate path for the Telecommunications Cable if such facilities are necessary for the Electric Class. If the facilities recalled are Telecommunications Underground Facilities, the Electric Class will bear the costs of (a) constructing a new path or modifying the existing path and (b) removing the Innerduct and Telecommunications Cable in the recalled facilities. If the facilities recalled are electric Underground Facilities, the above costs will be borne by the Telecommunications Class. If facilities are recalled within one year of commencement of rental charges, the Customer will receive a refund of all Make Ready Work charges that the Customer paid to the Company for the recalled facilities. The Customer will be responsible for all Make Ready Work charges related to the new facilities.

(4) When Telecommunications Underground Facilities are installed, the Company will have the right to: (a) install additional capacity for future telecommunications use at the expense of the Telecommunications Class, (b) install additional capacity for the Electric Class, provided that there is a pro rata sharing of construction costs by the Electric Class and the Telecommunications Class based on the Conduit capacity installed for electric and telecommunications purposes, and (c) use all or a portion of the unused facilities for the Electric Class, provided that the Company prospectively adjusts the unamortized construction costs and retroactively adjusts the amortized costs assigned to the Telecommunications Class in proportion to the amount of the facilities reserved for the Electric Class.

(5) If a Customer discontinues use of any Con Edison Facilities, the Company will have the right to use the facilities for either telecommunications or electric purposes and allocate costs accordingly.

(6) The Company will provide access through its existing river crossings and tunnels, unless it plans to use the available capacity, or otherwise reserves such capacity for emergency or other reliability-related purposes, for electric, gas or steam use or, unless the Company determines (subject to review for reasonableness by the PSC if such determination is disputed) that use of such facilities would interfere with the Company's obligation to provide safe, adequate, and reliable electric service. The monthly charge for use of river crossings and tunnels is described under Section (J) of this Rider.

(7) The Company will grant all Customers equal access to any Service Lateral which the Company, in its sole discretion, has previously granted access. If access to a specific Service Lateral is granted, the monthly rental rate for use of Service Laterals, described under Section (D) of this Rider, will apply. The Customer is responsible for arranging any compensation and resolving any issues relating to access to the premises directly with the owner of the premises.

(General Information – Continued on Leaf No. 158-X-6)
VI. Service Classification Riders (Available on Request) - Continued

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(C) Access to Company Facilities and Priority of Use - Continued

(8) If a Customer requests to use an Electric Manhole for a telecommunications splice enclosure, the Company, may permit such use pursuant to its Operating Procedures. The monthly rental rate for use of electric manhole for a splice enclosure is described under Section (D) of this Rider.

(9) A Customer installing telecommunications equipment in Company Facilities must abide by installation terms and conditions specified in this Rider.

(D) Rental Charges

Customers granted the right to use space in Company Facilities pursuant to this Rider will be subject to rental charges, as applicable, calculated in accordance with Section (J). The Statement of Rental Rates Applicable to Telecommunications Companies sets forth the applicable rental rates for use of the following facilities:

(1) for use of Innerduct, per foot of Innerduct in use or reserved
(2) for use of Telecommunications Manholes, per Telecommunications Manhole Use
(3) for use of Service Laterals, per foot of Innerduct in use or reserved
(4) for use of an Electric Manhole for a splice enclosure, per foot of loop length of Telecommunications Cable, with a minimum charge for 40 feet of loop length of cable
(5) for use of a Telecommunications Manhole for a splice enclosure or pass-through to the system of another provider, with no charge for up to an aggregate of 240 feet of cable per manhole
(6) for use of a manhole Point-of-Entry to enter or exit the Company's Facilities, per Point-of-Entry

Loop length of Telecommunications Cable is equal to the sum of the lengths of all cables entering a splice enclosure or stored in a manhole (telecommunication or electric).

Rental charges will commence in accordance with the terms and conditions specified in the Service Agreement.

By August 1 of each year, the Company shall file with the Commission revised rental rates to become effective on September 1 of that year in order to insure the full recovery of telecommunications-related costs, including, but not limited to: (i) all costs experienced for new construction, facility relocation or protection costs incurred as a result of street work required or directed by local authority, (ii) all costs, inclusive of required past-period adjustments, resulting from changes in the substance or interpretation of jurisdictionally applicable FCC rules, (iii) all environmental costs associated with site investigation, remediation, and compliance that are properly and reasonably applicable to the telecommunications class and that are not the responsibility of an individual Customer under a Service Agreement, and (iv) all costs resulting from any law, rule, regulation, order, or other requirement or interpretation of a state, local, or federal government body that results in a change in the cost to the Company of granting access to Company facilities, including but not limited to, New Construction and past-period adjustments. The Company may file to revise rates more frequently than once per year if there is a substantial change in circumstances. The Company will notify the affected customers and municipality whenever rates are revised.

(General Information – Continued on Leaf No. 158-X-7)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(E) Services

Services will be provided by the Company at the following charges:

(1) The charge for an Engineering Record Search, consisting of the Company’s examination of its records to determine, the continuity of the underground electric system, and if Spare Underground Facilities are potentially available for telecommunications use, will equal the full costs of labor (including a 10 percent adder) per hour multiplied by the number of hours worked. Provisions relating to Engineering Records Searches are described in detail in the Service Agreement. The Company's allocation of labor to conduct Engineering Record Searches, and the queuing procedure when multiple requests are received, are described in the Operating Procedure.

(2) The charge for a Manhole Inspection, required for safety and environmental reasons before the Customer or its contractor may enter a manhole, will be a flat rate for labor and vehicle costs. Any conditions identified during a Manhole Inspection that requires correction will be billed to the customer in accordance with paragraph (3) of this Section and the Operating Procedure.

(3) The charge for Required Services performed by the Company or its designated contractor (e.g., other than those mentioned in paragraphs (1) and (2) of this Section) will include all direct costs. Direct costs are full costs for Company labor (including a 10 percent adder), full costs for contract labor (including a 14 percent adder), full costs for materials and equipment (including a 12 percent adder), and taxes.

(4) The charges for Discretionary Services performed by the Company or its designated contractor (e.g., services offered by Con Edison in competition with other contractors servicing telecommunications providers including project management, engineering and construction services, equipment maintenance and field services such as rodding, roping, brushing and installing Innerduct and Fiber Optic Cables) will be at then-current market prices.

(5) If a Customer requests use of a Company right-of-way, the Company will obtain, at the Customer's cost, an across-the-fence appraisal, prepared by a competent appraiser, of the specific right-of-way requested. The charge for use of the right-of-way will be based on the appropriate compensation derived by the appraiser in accordance with the Uniform Standards for Professional Appraisal Practice and generally accepted appraisal principles.

(F) Terms of Payment

Electronic transfer of funds on presentation of bill. A late payment charge at the rate of one and one-half percent (1 ½%) per monthly billing period will be applied to the accounts of Customers for all amounts billed, including arrears, and unpaid late payment charges which are not received by the Company within at least thirty (30) days of the date payment is due. In addition, the Company reserves the right to terminate the Service Agreement for breach and/or take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company.

(General Information – Continued on Leaf No. 158-X-8)
VI. Service Classification Riders (Available on Request) - Continued

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(G) Financial Security

Financial security will be required of a Customer for whom construction is initiated, to cover the entire projected cost of the New Construction less any construction cost paid in advance by the Customer, as described in Section (J) of this Rider. Construction costs include all associated costs for Company labor (including a 10 percent adder), contract labor, if employed by the Company in its discretion (including a 14 percent adder), materials and equipment (including a 12 percent adder), and taxes, plus an after-tax rate of return for the period during which the construction work is in progress. (The rate of return is equal to the rate of return for new Telecommunications Underground Facilities reflected in the rental rate for use of Innerduct.) The financial security shall remain in effect until the Customer installs its telecommunications equipment in the newly-constructed facilities.

Financial security will be required of a Customer who is granted the right to use space in Company Facilities under this Rider to cover the entire estimated cost of the rental charges, as estimated by the Company, for the lesser of the term specified in the Service Agreement or ten years. Each year, in the month following the anniversary date of the effective date of the Service Agreement, such amount will be revised to reflect changes in the monthly rental rates and the remaining period for which financial security is required.

Financial security must be in one of the following forms: (a) a replenishable, standby irrevocable letter of credit issued by a bank, insurance company, or other financial institution with at least an "A" bond rating; (b) a guaranty, acceptable to the Company, by another party or entity with a satisfactory credit rating of at least "BBB" by S&P's, "Baa2" by Moody's, or "BBB" by Fitch ("Minimum Rating"); or (c) a surety bond from a bank, insurance company, or other financial institution with at least an "A" bond rating. If the rating of a bank, insurance company, or other financial institution from which the Customer has obtained a letter of credit or surety bond falls below an "A" rating, the Customer shall have at least five calendar days to obtain a substitute letter of credit or surety bond from an "A" rated bank, insurance company, or other financial institution. Where the Customer's guarantor meets the creditworthiness standard of having a Minimum Rating from S&P's, Moody's, or Fitch, the Company may require the Customer to post an alternative form of security if the Customer's guarantor is placed on credit watch with negative implications by any of the three designated rating agencies or if the Company receives information that the credit rating of the Customer's guarantor could be downgraded below the Minimum Rating. The request for an alternative form of security will be lifted if the credit rating of the Customer's guarantor is not downgraded in the ensuing sixty days.

The Company may call upon the financial security under circumstances specified in the Service Agreement.

(H) Liability

Limitation of liability provisions appropriate to the services to be provided are set forth in the Service Agreement and Standard Terms and Conditions.
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(I) Increase in Rates and Charges

Rental charges and charges for special services, as specified under this Rider, shall be increased as explained in the provision entitled "Increase in Rates Applicable in Municipality Where Service is Supplied" as set forth in General Information Section VIII-(A) of this Rate Schedule.

(J) Calculation of Rental Charges

For use of Innerduct, except Innerduct in Service Laterals, per foot of Innerduct in use or reserved: The annual rate per foot of Innerduct in use or reserved is established by: (a) calculating the total annual revenue requirement for the use of conduit by the Telecommunications Class ("conduit revenue requirement"), and (b) dividing that amount by the total number of feet of Innerduct occupied or reserved in Electric Underground Facilities and Telecommunications Underground Facilities. The total annual conduit revenue requirement is the sum of (a) the annual revenue requirement for the use of Electric Underground Facilities, (b) the annual revenue requirement for Telecommunications Conduit, and (c) labor and capital costs, including computer systems, required to create and maintain Company records for the Telecommunications Class. The annual conduit revenue requirement for Electric Underground Facilities is equal to the product of (a) a carrying charge as determined under the FCC methodology, (b) the net Conduit investment, as determined under the FCC methodology, per foot of Innerduct in Electric Underground Facilities and (c) the number of feet of Innerduct in use or reserved in Electric Underground Facilities. The annual conduit revenue requirement for Telecommunications Conduit is equal to the sum of (a) an annual charge, equal to 10 percent of the original construction cost of Telecommunications Conduit, which is designed to recover the Company's operating and maintenance expenses and property/franchise taxes associated with Telecommunications Conduit, and (b) a charge based on levelized payments over a ten-year life of the Telecommunications Conduit and an after-tax rate of return of 11.25 percent applied to the average of beginning and end of year balances of the unamortized portion of the direct cost of such facilities as defined in Section (E)(3) of this Rider.

For Use of Telecommunications Manholes per Telecommunications Manhole Use: The annual rate per Telecommunications Manhole Use is established by: (a) calculating the total annual revenue requirement for the use of Telecommunications Manholes by the Telecommunications Class ("manhole revenue requirement"), and (b) dividing that amount by the total number of Telecommunications Manhole Uses. The total manhole revenue requirement is equal to 10 percent of the original construction cost of Telecommunications Manholes, which is designed to recover the Company's operating and maintenance expenses and property/franchise taxes associated with Telecommunications Manholes.

(General Information – Continued on Leaf No. 158-X-10)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(J) Calculation of Rental Charges - Continued

For use of Service Laterals, per foot of Innerduct in use or reserved: The annual rate per foot of Innerduct in use or reserved is equal to the product of (a) a carrying charge, as determined under the FCC methodology and (b) the net Service Lateral investment, as determined under the FCC methodology, per foot of Service Laterals.

For use of an Electric Manhole for a splice enclosure, per foot of loop length of Telecommunications Cable, with a minimum charge for 40 feet of loop length of cable: The annual rate per foot of loop length of Telecommunications Cable is equal to the per-foot rate for use of Innerduct. A minimum annual charge of 40 feet of loop length of Telecommunications Cable will apply to each Electric Manhole with a splice enclosure installation.

For use of a Telecommunications Manhole for a splice enclosure or pass-through to the system of another provider: A maximum loop length of 240 feet will be allowed in a Telecommunication Manhole for splice enclosure installation. There is no annual charge for loop length storage under the 240 foot maximum. When the aggregate loop length is in excess of 240 foot (e.g., 10%) an annual charge will be assessed. The annual charge will consist of the product of (a) total aggregate loop length, (b) annual per foot of inner duct rate, and (c) a congestion factor of 10.

For use of a manhole Point-of-Entry to enter or exit the Company's Facilities, per Point-of-Entry: The annual rate is equal to (a) the product of a carrying charge and the average original book cost of an Electric Manhole, (b) divided by the average number of Points-of-Entry in an Electric Manhole.

For use of submarine river crossings: The annual rate for access through a submarine river crossing or tunnel will be equal to (a) the product of the book cost of the specific facility, the usable area, the capacity used, and a carrying charge of 25 percent (b) divided by the total capacity of the facility.

For use of transmission towers: The annual rate to attach Telecommunications Cable to a transmission tower will be equal to (a) the product of the book cost of the specific facility, the number of attachments used, and a carrying charge of 25 percent (b) divided by the total number of attachments.

For use of distribution poles: The rental rate per pole attachment shown in Rider K will apply.

(General Information – Continued on Leaf No. 158-X-11)
GENERAL INFORMATION - Continued

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

X - RATE FOR USE OF COMPANY FACILITIES FOR TELECOMMUNICATIONS PURPOSES

(K) Construction and Use of Telecommunications Manholes

A customer requesting that the Company construct a Telecommunications Manhole will pay the Company, in advance of construction, the full estimated direct cost of the Telecommunications Manhole, as defined in Section (E)(3) of this Rider, and all associated Federal, State and local taxes and fees. Within 90 days after all invoices are received from the Company’s contractors and reconciled by the Company, the Company will issue a surcharge or refund to the customer for the difference between the estimated cost and the actual cost of the Telecommunications Manhole.

Any customer seeking to establish a Telecommunications Manhole Use must receive prior approval from the Company.

A customer seeking to establish a Telecommunications Manhole Use in an Unused Telecommunications Manhole will make advance payment to the Company of the Unused Telecommunications Manhole Average Cost, plus all associated Federal, State and local taxes and fees including a cost adjustment pursuant to the Handy-Whitman Index. After a Telecommunications Manhole Use has been established, the affected manhole will be considered a Telecommunications Manhole and will be incorporated into the next update of the Telecommunications Manhole Average Cost. Such manhole will also be incorporated into the next update of the rental rate per Telecommunications Manhole Use.

Within 10 years of the Company’s approval of the initial Telecommunications Manhole Use in a Telecommunications Manhole, an applicant for a new Telecommunications Manhole Use in such Telecommunications Manhole shall be required to reimburse each customer taking service for Telecommunications Uses in such manhole based on each customer’s pro-rata share of Telecommunications Manhole Uses in such manhole.

Such reimbursement shall be calculated separately for each Telecommunications Manhole to be occupied by the applicant. The reimbursement amount to be provided to each existing customer occupying a Telecommunications Manhole, per Telecommunications Manhole Use, is the Company’s Telecommunications Manhole Average Cost divided by the number of Telecommunications Manhole Uses (including the new Telecommunications Manhole Use) divided by the number of Telecommunications Manhole Uses (excluding the new Telecommunications Use).

Customers applying for use of a Telecommunications Manhole shall provide the Company with written verification that reimbursement has been provided in accordance with the requirements set forth above, prior to being granted access to the Telecommunications Manhole for the purposes of installing telecommunications facilities.

If the Company permits an applicant for service in a Telecommunications Manhole to occupy a Telecommunications Manhole that already contains four or more Telecommunications Manhole Uses, such applicant shall not be required to provide the reimbursement described above for its use of such manhole.

(General Information – Continued on Leaf No. 159)
GENERAL INFORMATION - Continued

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

RIDER Y

Applicable to Service Classification No. 9
(Subject to the provisions thereof)

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE

(A) Applicability: To new and existing Customers receiving service under Service Classification No. 9 of this Rate Schedule or the equivalent service classification of the Schedule for Retail Access, P.S.C. No. 2 – Retail Access, where the requested load density, in the portion of the premises for which the Customer’s application for service is made under this Rider, exceeds the higher of the Standard Load Density for the type of premises for which service is requested or the load density that the Company, after consultation with the Customer, concludes is required for safe and adequate service.

1) Application for Service: An owner or occupant of a building or premises desiring to take service under this Rider shall submit an expression of interest, including details of projected connected load, in writing to the Company. Upon agreement on the contract demand, schedule for actual demand to be achieved, and form of security acceptable to the Company, the Company and the Customer shall execute a Service Agreement Under Rider Y (“Service Agreement”) as set forth in General Information Section IX.

2) Premises: This Rider is applicable to service to new buildings and premises as well as to increased service to existing buildings and premises where such service is requested on or after May 1, 2002.

3) Restrictions as to Other Tariff Provisions: Applicants and Customers eligible for service under this Rider shall not be eligible to receive service under Excess Distribution Facilities provisions pursuant to General Rule III-3 (B)(4) of this Rate Schedule or under Rider J.

(General Information – Continued on Leaf No. 158-Y-1)
VI. Service Classification Riders (Available on Request) - Continued

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(B) Definitions: The following definitions apply for purposes of this Rider:

(1) “Contract Demand”

(a) “Contract Demand” means, except for Customers served under one or more of the economic development programs described in General Rule III-11(W) (“Economic Development Programs”), the higher of (i) the contract demand specified in the Service Agreement for service under this Rider, or (ii) the highest registered demand on the Customer’s account. For Customers billed under Special Provision D of Service Classification No. 9, the “highest registered demand” means the “highest billable demand.”

(b) “Contract Demand” under each Economic Development Program means the Customer’s demand allocation under that program, as applicable. “Contract Demand under Economic Development Programs” means the sum of the Customer’s demand allocations under the various applicable programs.

(c) “Service Classification Component of the Contract Demand,” applicable to Customers who take service under one or more Economic Development Programs, means the higher of (i) the Contract Demand specified in the Rider Y Service Agreement minus the Contract Demand under Economic Development Programs or (ii) the highest registered demand on the Customer’s account minus the Contract Demand under Economic Development Programs.
VI. Service Classification Riders (Available on Request) - Continued

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(B) Definitions - Continued

(2) “Excess Facilities Amount” means the difference, as determined by the Company, between (i) the capital costs of the delivery service facilities that are deemed necessary by the Company for the requested service consistent with the Customer’s application for service, less any incremental portion of such costs that is incurred to meet the identified service requirements of other specific customers at the time of the Customer’s application for service under this Rider, and (ii) the capital costs of the delivery service facilities that would have been provided by the Company for service to the same premises at the Standard Load Density, less any incremental portion of such costs incurred to meet the service requirements of other specific customers at the time of the Customer’s application for service under this Rider.

(3) “Load Density” means the ratio of (i) the peak kilowatt demand anticipated to be required at the premises for which application for service is made to (ii) the area of usable floor space in square feet in the portion of the premises for which application is made.

(4) “Standard Load Density” means the Load Density specified by the Company for the type of premises for which service is requested, as stated in the Company’s applicable engineering specification in effect at the time the Customer’s Service Agreement is executed. From time to time, but not less than every two years, the Company will update as appropriate its Standard Load Density for types of premises to reflect ongoing experience.
VI. Service Classification Riders (Available on Request) - Continued

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(C) Customer Facility Cost Contribution

(1) Facilities Cost Test: The Excess Facilities Amount shall be compared to the amount that is four times the estimated annual Pure Base Revenue that would be obtained from the Customer under the rates and charges of the appropriate Service Classification and this Rider. If the Excess Facilities Amount exceeds the amount of such revenues, the excess shall be deemed to be the Customer Facility Cost Contribution.

If the Customer is subject to the Interconnection Charge under Service Classification No. 14-RA of the Retail Access Rate Schedule, the Customer Facility Cost Contribution will be decreased by the amount of the capital cost portion of such Interconnection Charge that was or would be incurred for facilities installed under this Rider.

(2) Payment of the Customer Facility Cost Contribution: A Customer receiving service under this Rider shall pay the Customer Facility Cost Contribution determined by the Facilities Cost Test. The Customer shall pay that amount in accordance with the schedule established in the Service Agreement. The payment of that total amount shall not be refundable.

The difference between the Excess Facilities Amount and the Customer Facility Cost Contribution shall be secured in accordance with Section G of this Rider.

General Information – Continued on Leaf No. 158-Y-4)
VI. Service Classification Riders (Available on Request) - Continued

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(D) Rates and Charges

(1) Customers served under this Rider will pay the rates and charges applicable to their Service Classification, including the Interconnection Charge applicable to Service Classification No. 14-RA of the Retail Access Rate Schedule, except as specified below.

The following is applicable to Customers other than those served under Rider R:

(a) For Customers served under Service Classification No. 9 or the corresponding service classification of the Retail Access Rate Schedule, including Customers billed under the rates of one of these Service Classifications but served under Service Classification No. 14-RA of the Retail Access Rate Schedule, and excluding Customers served under one or more of the economic development programs described in General Rule III-11(W) (“Economic Development Programs”), the Demand Delivery Charges in each month shall equal the higher of:

(i) the Demand Delivery Charges per kW under the applicable Service Classification multiplied by the Customer’s maximum demand in such month, or

(ii) the Demand Delivery Charges per kW under the applicable Service Classification multiplied by the applicable factor set forth below times the Customer’s Contract Demand.

(b) For Customers served under one or more of the Economic Development Programs:

(i) The demand charges for delivery service under each Economic Development Program in each month shall equal the higher of:

the sum of the delivery service components of the demand charges per kW under that program multiplied by the Customer’s demand as determined in accordance with subparagraph (2)(b) of General Rule III-11(W), or

the sum of the delivery service components of the demand charges per kW under that program multiplied by the applicable factor set forth below times the Contract Demand for the applicable Economic Development Program.
GENERAL INFORMATION - Continued

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

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(D) Rates and Charges - Continued

(1) (b)- Continued

(ii) If the maximum demand in that month exceeds the total of the demand billed under Economic Development Programs, or if the Contract Demand specified in the Rider Y Service Application exceeds the Contract Demand under Economic Development Programs, the Demand Delivery Charges in each month for the excess demand or contract demand shall equal the higher of:

- the sum of the Demand Delivery Charges per kW applicable to the Customer’s Service Classification multiplied by the Customer’s maximum demand supplied under such Service Classification in that month as determined in accordance with subparagraph (2)(e) of General Rule III-11(W), or

- the sum of the delivery service components of the Demand Delivery Charges per kW applicable to the Customer’s Service Classification multiplied by the applicable factor set forth below times the Service Classification Component of the Contract Demand.

(2) Applicable Factors

For billing under Service Classification No. 9 or the corresponding service classifications of the Retail Access Rate Schedule:

<table>
<thead>
<tr>
<th>Service Classification</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC No. 9, Rates I and III</td>
<td>0.7509</td>
</tr>
<tr>
<td>SC No. 9, Rate II</td>
<td>0.7072</td>
</tr>
</tbody>
</table>

For billing under (i) Rider Q, (ii) Service Classification No. 15-RA of the Retail Access Rate Schedule, and/or (iii) the Economic Development Delivery Service (“EDDS”) Rate Schedule:

<table>
<thead>
<tr>
<th>EDDS Rate</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate I</td>
<td>0.7508</td>
</tr>
<tr>
<td>Rate II</td>
<td>0.7741</td>
</tr>
</tbody>
</table>

For billing under the PASNY Rate Schedule:

<table>
<thead>
<tr>
<th>PASNY Delivery Service Rate</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate I</td>
<td>0.7216</td>
</tr>
<tr>
<td>Rate II</td>
<td>0.7234</td>
</tr>
</tbody>
</table>

Factors are not applicable to Customers who are billed for contract demand under SC 14-RA or under PASNY Rate III or Rate IV.

(General Information – Continued on Leaf No. 158-Y-6)
GENERAL INFORMATION - Continued

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

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(D) Rates and Charges – Continued

(3) Tariff Terms and Conditions: The provision of facilities under this Rider including rules regarding the characteristics of service, shall be subject in all respects to the terms and conditions set forth in the rate schedule(s) applicable to the Customer’s service except as expressly modified herein.

(General Information – Continued on Leaf No. 158-Y-7)
VI. Service Classification Riders (Available on Request) - Continued

Y – RATES AND CHARGES FOR CUSTOMERS REQUESTING HIGH LOAD-DENSITY SERVICE - Continued

(E) Construction of Facilities

(1) Scheduling: Upon execution of the Service Agreement, the Company will endeavor to construct delivery service facilities necessary for service pursuant to this Rider on a schedule consistent with the development of the Customer’s load, including phasing in such construction activities as the Company determines to be appropriate.

(2) Criteria: In designing facilities to be used to provide service, the Company shall assure that:

(a) the furnishing of such facilities will not adversely affect the development of the Company’s standard system of distribution;

(b) such facilities will conform to the Company’s practices as to construction and installation of delivery service facilities; and

(c) the utilization of service by the Customer through such facilities will not jeopardize the adequacy or reliability of service to the Company’s other customers.

(F) Term

(1) The term of service shall be specified in the Service Agreement.

(2) The Company may terminate service hereunder in accordance with applicable law or regulation or provisions of this Rate Schedule and require forfeiture by the Customer of the financial security, as determined under Section G of this Rider, in effect at the time of such termination. The Service Agreement shall not be otherwise terminated or amended without the written agreement of the Customer and the Company.

(G) Financial Security

(1) Amount: The Customer shall provide financial security in an amount and form acceptable to the Company for the Customer’s payment of the difference between the Excess Facilities Amount and the Customer Facility Cost Contribution.

(2) Adjustment: At frequencies not to exceed two years, the Company shall review and, if appropriate, adjust the amount of the financial security required to reflect the Customer’s demand charge payments and other changes in circumstances including, but not limited to, the use by other Customers of facilities provided under this Rider for service to the Customer.

General Information – Continued on Leaf No. 159)
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments

A. Market Supply Charge

The rates for electric service include a Market Supply Charge ("MSC") applicable to Customers served under this Rate Schedule, including Customers served under Special Provision C of SC 14-RA of the Retail Access Schedule, except as specified below. The MSC varies by Service Classification and rate class and will be calculated based on best available information, as described in Subsection 1 below. MSC amounts will be billed in cents per kilowatthour for energy-only Service Classifications and in both dollars per kilowatt and cents per kilowatthour for demand-billed Service Classifications. The MSC is not applicable to Customers served under Service Classification No. 11 of this Rate Schedule. The MSC is also not applicable to energy and power supplied by NYPA under Special Provision Q of Service Classification No. 9. The cents per-kilowatthour component of the MSC is not applicable to Customers served under Rider M of this Rate Schedule. Except for Customers served under Special Provision C of Service Classification No. 14-RA, the MSC is not applicable to Customers served under the Retail Access Rate Schedule.

Customers subject to the MSC will also be subject to the Adjustment Factor – MSC I, as explained in General Information Section VII.A.2(a), and the Adjustment Factor – MSC II, as explained in General Information Section VII.A.2(b).

Definitions:

“Public Policy Contracts” include contracts that are entered into by the Company for electricity in support of public policy goals, such as system reliability, environmental considerations, fuel diversity, or market power mitigation, consistent with the order of the Public Service Commission, dated August 25, 2004, in Case 00-M-0504.

“Purchased Power Contracts” include contracts for the purchase of power from non-utility generators ("NUG’s") and other power purchase contracts.

“Company-owned Generation Assets” include gas turbines and the share of Con Edison’s steam/electric units that are assigned to the electric system, including the East River Repowering Project.

1. MSC Components

   (a) The MSC includes the following cost components, adjusted for losses:

   (1) the cost of energy based on NYISO market prices;
   (2) the cost of capacity based on NYISO market prices;
   (3) Ancillary Services Charges including certain NYISO Schedule 1 charges, such as the Scheduling, System Control & Dispatch ("S, SC & D") Service Charge, Local Reliability S, SC & D Service Charge and Market Administration and Control Area Service Charge, and any other NYISO commodity-related charges;
   (4) NYPA Transmission Adjustment Charge ("NTAC"); and
   (5) certain other transmission-related charges and credits for Customers served under this Rate Schedule.

(General Information - Continued on Leaf No. 159-A)
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

A. Market Supply Charge – Continued

1. MSC Components - Continued

(b) For bills having a “from date” before January 31, 2010:

The MSC will be shown on the Statement of Market Supply Charge and Monthly Adjustment Clause. The final Statement of Market Supply Charge and Monthly Adjustment Clause will reflect the estimated costs of energy, capacity, Ancillary Services, and NTAC for February, March, and April 2010 and will be filed with the Public Service Commission apart from this Rate Schedule no later than January 27, 2010, to become effective on February 1, 2010. (The final Statement will not contain a charge for the Monthly Adjustment Charge (“MAC”), since the MAC will be filed monthly pursuant to General Information Section VII.B.)

(c) For bills having a “from date” on or after January 31, 2010:

The cost of energy per kilowatthour applicable during each Customer’s billing period will be based on NYISO day-ahead Locational Based Marginal Prices load-weighted by the applicable rate class’s hourly load shape. Energy costs will be calculated separately for Customers served in the New York City NYISO zone and for Customers served in each of the Westchester NYISO zones as defined in General Information Section I.

The cost of capacity for each six-month capability period (i.e., the calendar months of May through October and November through April) will be separately estimated for each rate class based on NYISO strip auction prices. Capacity costs will be separately estimated for the New York City NYISO zone and for the combined Westchester NYISO zones. Estimated capacity costs will be shown on the Statement of Market Supply Charge – Capacity filed with the Public Service Commission apart from this Rate Schedule no less than three days before the Statement is to become effective. A three-month Statement of Market Supply Charge – Capacity will be filed to become effective for the period February through April 2010. Subsequent Statements will be filed for six-month periods.

Ancillary Services Charges and NTAC per kilowatthour will become effective commencing with the eighth billing cycle of each calendar month and will remain in effect until changed. The Ancillary Services Charges and NTAC component of each Customer’s MSC will be the Ancillary Services Charges and NTAC per kilowatthour in effect on the “to date” of the Customer’s bill. Ancillary Services Charges and NTAC amounts will be posted on the Company’s website prior to their effective date. (Bills having a “from date” on or after February 1, 2010, which are issued in February 2010 before the eighth billing cycle, will be subject to the Ancillary Services Charges and NTAC that became effective commencing with the eighth billing cycle of January 2010.)

(d) The MSC per-kilowatthour rate for each Customer in an energy-only rate class will be equal to the sum of components (1) through (4) listed above in (a), that is, the cost of energy and capacity based on NYISO market prices plus the Ancillary Services Charges and NTAC. The MSC per-kilowatthour rate for each Customer in a demand-billed rate class will be the sum of components (1), (3), and (4) listed above in (a); component (2), that is, capacity costs, will be billed as a separate per-kilowatt MSC rate.

(General Information - Continued on Leaf No. 159-B)
VI. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

A. Market Supply Charge – Continued

2. Adjustment Factors – MSC

(a) Adjustment Factor – MSC I

Estimated MSC amounts recovered in rates on a calendar month basis shall be reconciled to actual MSC costs on a calendar month basis. The actual MSC costs include the costs the Company would have incurred if the requirements to serve Customers under this Rate Schedule would have been purchased solely from the NYISO market calculated on a load-weighted average market price based on available NYISO billing data at the end of each month. These costs will be increased by the value of any capacity credits that the Company receives from pledging MW associated with the Direct Load Control Program into the NYISO Special Case Resources program, priced at the strip auction price for the capability period and determined separately for the New York City and the combined Westchester NYISO zones. The MSC will be reconciled separately for New York City and the combined Westchester NYISO zones as defined in General Information Section I.

The rates under all Service Classifications shall be subject each month to an adjustment based on the MSC reconciliation amount, which adjustment is referred to as the "Adjustment Factor - MSC I." All Customers who receive supply from the Company, except for Customers served under Rider M, are subject to the Adjustment Factor – MSC I.
VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

A. Market Supply Charge - Continued

2. Adjustment Factors – MSC – Continued

(a) Adjustment Factor – MSC I – Continued

Separate Adjustment Factors - MSC I will be determined for New York City and the combined Westchester NYISO zones by dividing the reconciliation amounts determined for each zone by estimated zonal sales in kwhr to Customers served under this Rate Schedule, except for Customers served under Rider M, during the period over which the adjustments are to be applied. The Adjustment Factor – MSC I per zone will be applied on a cents per kilowatthour basis, taken to the nearest 0.0001 cent, and will be the same for all Service Classifications.

(b) Adjustment Factor – MSC II

All Customers who receive supply from the Company, except for Customers served under Rider M, are subject to the Adjustment Factor - MSC II. The Adjustment Factor – MSC II includes the following:

(1) NYISO commodity-related rebills issued to the Company; provided, however, that charges/credits to be flowed through the Adjustment Factor - MSC II related to rebills will be limited to five percent of the total MSC/MAC costs for that month. Residual amounts will be deferred with interest and flowed through the Adjustment – Factor MSC II in subsequent month(s) subject to the same five percent limitation; and

(2) the costs/benefits of “hedges,” applicable unless the Customer would have taken service under Rider M on a mandatory basis if not for one or more of the conditions described in Special Provision (D)2 of that Rider. The costs/benefits of hedges include the following:

(i) the Cost Increment/Decrement of energy and capacity obtained from any source other than Purchased Power Contracts entered into prior to May 1, 2000, Company-owned Generation Assets, and Public Policy Contracts. The Cost Increment/Decrement of energy and capacity reflects the difference between the actual monthly costs of these purchases, including fixed and variable costs, and the imputed revenue associated with pricing these purchases at the market price(s) included in the MSC;

(ii) all costs incurred and benefits received from financial hedging instruments associated with transactions intended to reduce price volatility to customers (e.g., transaction costs, such as option premiums, costs of providing credit support and margin requirements, and professional fees, and gains and losses associated with such transactions made in the commodities exchanges and with other counterparties);

(iii) monthly amortized costs of Transmission Congestion Contracts (“TCCs”) purchased through the NYISO auctions, direct sales or from the secondary market on behalf of Full-service Customers; and

(iv) revenues received from TCCs held on behalf of Full-service Customers.

The Adjustment Factor - MSC II is separately determined for Customers who would have taken service under Rider M on a mandatory basis if not for one or more of the conditions described in Special Provision (D)(2) of that Rider, to reflect the fact that they do not receive the costs/benefits of hedges.

The Adjustment Factor – MSC II amount will be estimated each month, and a true-up to actual MSC II costs will be included in the Adjustment Factor – MSC II in the following month. The Adjustment Factor – MSC II will be applied on a cents per kilowatthour basis, taken to the nearest 0.0001 cent.

(General Information - Continued on Leaf No. 160-A)
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

A. Market Supply Charge – Continued

2. Adjustment Factors – MSC – Continued

(c) Reconciliation

The amounts recovered or credited through the Adjustment Factor - MSC I and the Adjustment Factor – MSC II will be reconciled to actual amounts to be recovered. Any differences will be passed through the Adjustment Factor – MSC I and the Adjustment Factor – MSC II in a subsequent month.


(a) Tax Reimbursement Recovery Provision

The Adjustment Factor - MSC I per kwhr, as determined above, shall be subject to a separate surcharge, applicable to only non-residential use of electricity, to enable the Company to recover, as authorized by Section 66-h of the Public Service Law, tax reimbursements made by the Company to non-utility generators pursuant to such law, including tax reimbursements made under the provisions of the Company’s Service Classification 11 "Buy-Back Service.” This separate surcharge shall not be applicable to Customers taking service under Service Classification (“SC”) Nos. 1, 7, 8, 12, or 13 of this Rate Schedule or to residential usage under any other SC of this Rate Schedule. For Customers served under SCs other than 1, 7, 8, 12 or 13, the proportion of a Customer's usage that is residential usage shall be considered to be zero unless the Customer has supplied the Company with the properly completed “Certification of Residential Use” (New York State Tax Form TP-385). Customers taking service under a Service Classification subject to the surcharge and wishing to establish that a proportion of their usage is residential must provide the Company with the aforementioned form, properly completed, and will be exempt from the surcharge for such residential usage in future billing periods.

(b) Demand Response Program Cost Recovery Provision

The Adjustment Factor – MSC I will in each month include an amount equal to the difference, if any, between (i) the amounts billed in such month to Customers served under Rider M for actual energy usage priced at the applicable hourly energy prices in accordance with the provisions of Rider M, and (ii) the actual market supply costs for such month, as defined in Paragraph A.2. of General Information Section VII, for such Customer’s actual energy usage. The Adjustment Factor – MSC I will in each month include a credit for any Rider W penalty amounts received by the Company in excess of those paid by the Company to the NYISO under the NYISO’s Day Ahead Demand Response Program.
VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

A. Market Supply Charge – Continued

4. Statement of Adjustment Factors – MSC

Commencing with the eighth billing cycle of each month, the Adjustment Factor - MSC I per kwhr, as determined above, shall be effective during the succeeding billing month after the month for which the Adjustment Factor – MSC – I shall have been determined, and shall continue in effect until changed. The Adjustment Factor – MSC II as determined above shall be effective commencing with the eighth billing cycle of the month for which the Adjustment Factor – MSC II shall have been determined and shall continue in effect until changed. The Adjustment Factors – MSC will be applicable to bills that are rendered on or after the effective date of the Statement.

Not less than 3 business days prior to any change in the rate adjustments per kwhr resulting from this provision for Adjustment Factors – MSC, a Statement of Adjustment Factors – MSC (Statement) will be duly filed with the Public Service Commission, apart from this Rate Schedule, showing the Adjustment Factor – MSC I per kilowatthour and, the Adjustment Factor – MSC II per kilowatthour. The date at which and the period for which the Adjustment Factor – MSC I was determined will also be shown. The adjustment amounts will also be shown on the Company’s website.
B. Monthly Adjustment Clause

Rates for electric service include a Monthly Adjustment Clause ("MAC") applicable to all Customers served under this Rate Schedule, except for Service Classification No. ("SC") 11, and under the Retail Access Rate Schedule, except for SC 15-RA to the extent the MAC does not apply under the EDDS Rate Schedule.

The MAC is estimated on a monthly basis and shown on the Statement of Monthly Adjustment Clause filed with the Public Service Commission apart from this Rate Schedule no less than three days before the Statement is to become effective. Commencing February 1, 2010, the Statement will be issued monthly. MAC amounts will be shown per kilowatthour for all SCs, except for SC 14-RA, which will show a customer charge per month and per kilowatt charges; provided, however, that MAC amounts applicable under Special Provision I of SC 14-RA will be shown per kilowatthour. A copy of the Statement of Monthly Adjustment Clause in effect will be available to the public on the Company’s website.

1. MAC Components

The components of the MAC include:

(1) prior to May 1, 2008, the Cost Increment/Decrement of all Purchased Power Contracts; and, commencing May 1, 2008, the Cost Increment/Decrement of Purchased Power Contracts that were entered into prior to May 1, 2000. The Cost Increment/Decrement of Purchased Power Contracts reflects the difference between the actual monthly costs of these purchases, including fixed and variable costs, and the imputed revenue associated with pricing these purchases at the market price(s) included in the MSC;

(2) the Cost Increment/Decrement of Public Policy Contracts. The Cost Increment/Decrement of Public Policy Contracts reflects the difference between the actual monthly costs of these purchases, including fixed and variable costs, and the imputed revenue associated with pricing these purchases at the market price(s) included in the MSC;

(3) the Cost Increment/Decrement of Company-owned Generation Assets. The Cost Increment/Decrement of Company-owned Generation Assets reflects the difference between the actual costs of the Company-owned Generation Assets, including fixed, variable, and fuel costs, and oil storage and handling costs, and the imputed revenues associated with pricing these assets at the market price(s) included in the MSC;

(4) the difference between amortized revenues from sales of the Company's system Transmission Congestion Contracts ("TCCs") and the amount reflected in setting applicable rates;
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments – Continued

B. Monthly Adjustment Clause – Continued

1. MAC Components - Continued

(5) charges for and/or revenues from the Company's system TCCs that are not sold;

(6) monthly amortized costs prior to May 1, 2008, of TCCs purchased through the NYISO auctions, direct sales or from the secondary market on behalf of Full-service Customers;

(7) revenues received prior to May 1, 2008, from TCCs held on behalf of Full-service Customers;

(8) certain NYISO-related charges and credits, including all rebills issued to the Company prior to May 1, 2008, non-commodity-related rebills issued to the Company beginning May 1, 2008, and NYISO Schedule 1 charges that are not covered under the MSC. Miscellaneous charges/credits to be flowed through the MAC, such as rebills, will be limited to five percent of the total MSC/MAC costs for that month. Residual amounts will be deferred with interest and flowed through the MAC in subsequent month(s) subject to the same five percent limitation;

(9) Customers' share of the cost of the savings passed on to Madison Square Garden in accordance with Section 3, Chapter 459, 1982 N.Y. Laws;

(10) any incremental costs incurred by the Company resulting from divestiture of its electric generation facilities as described in Con Edison's Generation Divestiture Plan in Case 96-E-0897 and approved by the Public Service Commission's order dated July 21, 1998;

(11) adjustments applicable to periods prior to May 1, 2000;

(12) certain NYISO Transmission Owners Charges such as Congestion Balancing Settlement, Rochester Station 80 Capacitor Bank and Ramapo Phase Angle Regulator and any other transmission-related charges;

(13) net revenues from sales to other utilities, LSEs and others;

(14) certain other transmission-related charges and credits for Customers served under this Rate Schedule and the Retail Access Rate Schedule;

(15) the difference between costs used in the calculation of the Adjustment Factors – MSC and total actual costs incurred, including all costs incurred and benefits received prior to May 1, 2008 from financial hedging instruments associated with transactions intended to reduce price volatility to customers (e.g., transaction costs, such as option premiums, costs of providing credit support and margin requirements, and professional fees, and gains and losses associated with such transactions made in the commodities exchanges and with other counterparties);

(16) foregone delivery service revenues associated with the provision of service under Rider I, Rider M (voluntary service only), Rider P, Rider W, and the Company’s Direct Load Control Program to the extent such revenues are not recovered through a revenue decoupling mechanism. Foregone delivery service revenues associated with Rider I refers to the difference between those revenues received under Rider I and the delivery service revenues that would otherwise have been received if the Rider I Customer had continued to be billed under Service Classification No. 8 Rate I;

(General Information - Continued on Leaf No. 163)
### VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

#### B. Monthly Adjustment Clause - Continued

1. **MAC Components – Continued**

   17. foregone electric revenues resulting from decreased electric requirements associated with steam air conditioning installations by Customers under Special Provision E of Service Classification Nos. 2 and 3 of Con Edison’s Schedule for Steam Service, P.S.C. No.3 - Steam to the extent such revenues are not recovered through a revenue decoupling mechanism;

   18. foregone steam revenues associated with steam rate discounts for steam air conditioning installations by Customers under Special Provision E of Service Classification Nos. 2 and 3 of Con Edison’s Schedule for Steam Service, P.S.C. No. 3 - Steam;

   19. all costs on an as-incurred basis, including but not limited to payments to Customers where applicable and capital costs for enabling technologies, associated with the implementation of programs conducted under Rider I, Rider M, Rider P, Rider U, the Company’s Direct Load Control Program, the Targeted Demand Side Management Program to the extent authorized by the Public Service Commission in Case 03-E-1332, the steam rate discount under Special Provision E of Service Classification Nos. 2 and 3 of Con Edison’s Schedule for Steam Service, P.S.C. No. 3 - Steam, and the Company’s marketing program for demand response programs; provided, however, that Rider U cost recovery will exclude any “lost” Summer payments made pursuant to the Commission’s order issued April 8, 2009, in Cases 08-E-1463 and 08-E-0176; and Rider U cost recovery through the MAC beginning with costs incurred for the 2011 summer program will be equal to the total program costs less the program costs allocated for collection under the PASNY and EDDS Rate Schedules pursuant to the Commission’s Order issued January 20, 2011, in Case 10-E-0530;

   20. certain costs related to the restoration and operation of Hudson Avenue Unit 10/100 as authorized in the Public Service Commission’s Memorandum Order in Case 01-E-0147, issued April 27, 2001, and decommissioning costs if approved by the Public Service Commission;

   21. the Company’s lost revenues associated with service rendered prior to April 1, 2008, for both targeted and system-wide demand management programs, above the levels associated with the System Benefits Charge. Lost revenues will be calculated by multiplying actual measured and verified kW and kWhr, as determined using Commission-approved demand management measurement and verification protocols, by average seasonal per-kW and per-kWhr rates, differentiated by service class, based on seasonal delivery revenues (excluding customer charge revenue) expressed at the then current effective rate level;

   22. the Company’s costs on an as-incurred basis, including marketing costs and costs for program evaluation, staffing, program development and market research, for both targeted and other demand management programs that the Company implements or helps to implement as well as any demand management program-related incentives, other than costs addressed in MAC components 19 and 34;

   23. [Reserved for future use]

   24. Switching and Retention Incentive Payments earned prior to April 1, 2008, as approved by the Public Service Commission in Case 04-E-0572;

   25. any net revenue shortfalls between retail access rates and NYPA delivery rates resulting from laws that would permit NYPA to serve non-governmental Customers in the Company’s service area;

   26. any difference between the level of NEIL distributions reflected in rates and the actual NEIL distributions received on an annual basis;

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**General Information - Continued on Leaf No. 163-A**

GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

B. Monthly Adjustment Clause – Continued

1. MAC Components – Continued

(27) any variance between the wholesale Transmission Service Charge revenues reflected in base rates and the actual wholesale Transmission Charge revenues received, other than from firm transmission contracts, on an annual basis net of any NYISO-related adjustments;

(28) any variance between the wheeling revenues for firm Transmission contracts reflected in rates and the actual wheeling revenues for firm Transmission contracts received on an annual basis;

(29) the electric department’s allocated share of common costs for the 59th and 74th Street Stations;

(30) costs, as incurred, related to the Regional Greenhouse Gas Initiative (“RGGI”), to the extent such costs are not recoverable through the market prices reflected in the Market Supply Charge, with respect to the following: (i) Company-owned generating facilities and (ii) non-Company owned generation facilities (net of any amounts that may be received from the owners of such facilities) pursuant to a settlement agreement among the parties to Indeck v. Paterson, Index No. 5280-09, Supreme Court, Albany County;

(31) revenues received from the sale of RGGI allowances;

(32) costs incurred pursuant to Section 185 of the Clean Air Act;

(33) a credit equal to the value of any adjustment made to the Adjustment Factor – MSC I for capacity associated with the Direct Load Control Program that is pledged into the NYISO Special Case Resources program and a credit for payments received from NYSERDA or any other source for Direct Load Control installations;

(34) all program costs, as incurred, to be collected over a reasonable period of time, associated with the implementation of the Commercial System Relief Program (“CSRP”), the Critical Peak Rebate Program, the Residential Smart Appliance Program, and the Network Relief Program, as well as the Targeted Demand Side Management Program established in Case 09-E-0115 net of revenues received from Penalties paid under the CSRP but inclusive of Penalties returned to 2010 CSRP participants after October 2011, and excluding Lost Reservation Payments made under CSRP. The amount recovered through the MAC will be equal to the total net program costs less the net program costs allocated for collection under the PASNY and EDDS Rate Schedules;

(35) the amount to be collected for Smart Grid Projects, as described in General Information Section VII.B.4, “Smart Grid Projects”;

(36) credit for any payments made by NYSERDA pursuant to a settlement agreement among the parties to Indeck v. Paterson, Index No. 5280-09, Supreme Court, Albany County; and

(37) other appropriate costs as may be approved by the Public Service Commission.

(General Information – Continued on Leaf No. 163-B)
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

B. Monthly Adjustment Clause – Continued

2. Adjustment Factor - MAC

The Adjustment Factor – MAC includes the following components. Each component, applied on a cents per kilowatthour basis to the nearest 0.0001 cent, is determined by dividing the amount to be collected or credited by the sum of the estimated sales in kwhr to Customers served under this Rate Schedule plus the estimated sales in kwhr to Customers served under the Retail Access Rate Schedule over the period for which the adjustment is to be applied:

(a) MAC Reconciliation

The Company will reconcile the estimated MAC amount recovered in rates on a calendar month basis to actual MAC costs on a calendar month basis. Rates under all Service Classifications shall be subject each month to an adjustment reflecting the MAC reconciliation amount.

The amounts recovered or credited through the MAC Reconciliation component of the Adjustment Factor - MAC will be reconciled to actual amounts to be recovered. Any differences will be passed through the Adjustment Factor - MAC in a subsequent month.

(General Information - Continued on Leaf No. 164)
VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

B. Monthly Adjustment Clause – Continued

2. Adjustment Factor – MAC – Continued

(b) Uncollectible-bill Expense

The Adjustment Factor – MAC will contain a separate charge to reflect the Uncollectible-bill Expense associated with MAC and Adjustment Factor – MAC charges. The Uncollectible-bill Expense will be determined each month by multiplying an estimate of costs recoverable through the MAC and the MAC Reconciliation component of the Adjustment Factor – MAC charges by an Uncollectible Bill Factor of 0.0076. Any difference between the monthly Uncollectible-bill Expense as determined above and the Uncollectible-bill Expense determined by multiplying the Uncollectible Bill Factor by the billed MAC charges and the billed MAC Reconciliation component of the Adjustment Factor – MAC charges will be collected from/credited to Customers through the Uncollectible-bill Expense determined in a subsequent month.

At least once every 12 months, the Company will reconcile the Uncollectible-bill Expense required to be collected with the amounts billed, and any under-recovery or over-recovery will be passed through the Uncollectible-bill Expense, with interest, in a subsequent month. Interest will be calculated at the Other Customer Capital Rate.

(c) Transition Adjustment

The Adjustment Factor – MAC will contain a separate per-kilowatthour charge or credit to reflect the Transition Adjustment amount (including any Transition Adjustment Reconciliation Amounts and prior period deferrals, plus interest) applicable to Customers served under this Rate Schedule and the Retail Access Rate Schedule, pursuant to General Information Section VIII(B)(4).

3. Statement of Adjustment Factor – MAC

Commencing with the eighth billing cycle of each month, the MAC Reconciliation component of the Adjustment Factor – MAC per kwhr, as determined above, shall be effective during the succeeding billing month after the month for which the Adjustment Factor – MAC shall have been determined, and shall continue in effect until changed. The Uncollectible–bill Expense and the Transition Adjustment components of the Adjustment Factor – MAC, as determined above, shall be effective commencing with the eighth billing cycle of the month for which the components have been determined and shall continue in effect until changed. The Adjustment Factor – MAC will be applicable to bills that are rendered under this Rate Schedule and the Retail Access Rate Schedule, including Service Classification No. 14-RA, on or after the effective date of the Statement.

Not less than 3 business days prior to any change in the rate adjustment per kwhr resulting from this provision for MAC adjustment, a Statement of Adjustment Factor – MAC (Statement) will be duly filed with the Public Service Commission, apart from this Rate Schedule, showing the rate adjustment per kilowatthour for each component of the Adjustment Factor – MAC and the date at which and the period for which the MAC Reconciliation component was determined. The per-kilowatthour amount for each component of the Adjustment Factor – MAC will also be shown on the Company’s website.

(General Information – Continued on Leaf No. 164-A)
GENERAL INFORMATION – Continued

VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments - Continued

B. Monthly Adjustment Clause – Continued

4. Smart Grid Projects

Costs will be collected under this Rate Schedule and the Retail Access Rate Schedule for approved Smart Grid projects, as directed by the Public Service Commission in Case 09-E-0310. Costs will be collected for each project based on the date that each unit of project work is placed or expected to be placed in service, except for costs associated with the Smart Grid Demonstration Project, which will be collected over a five-year period.

The total amount to be collected under this Rate Schedule, the Retail Access Rate Schedule, and the EDDS and PASNY Rate Schedules is composed of the incremental revenue requirement associated with the Company’s capital and operating expenditures for Smart Grid projects. The revenue requirement includes incremental depreciation, taxes, and operating expenses (including incremental direct and associated indirect costs and contractor costs) for Smart Grid projects and a return on capital, adjusted for annual operational savings or other benefits once a project is placed in service. Customers’ share of project costs excludes grants received in connection with these projects, such as grants received from the U.S. Department of Energy under the American Recovery and Reinvestment Act and, if received, a grant from the New York State Office of Science, Technology and Academic Research under the 10% State Innovation Economy Matching Grant Program.

The initial portion of the total amount to be collected will be recovered over the five-month period commencing November 2010 and will reflect the incremental revenue requirement associated with the units of project work that were placed in service plus the incremental revenue requirement associated with the units of project work that are expected to be placed in service through March 2011 as well as a portion of the Demonstration Project costs. Commencing April 2011 and every twelve months thereafter, the portion of the total amount to be collected will be revised to reflect the incremental revenue requirement associated with the units of project work that were placed in service prior to the surcharge period plus the incremental revenue requirement associated with new units of project work expected to be placed in service over the next twelve-month period and additional portions of the Demonstration Project costs. In addition, the amount to be collected over the annual period commencing April of each year will contain an adjustment for prior periods to reflect the difference, with interest (calculated at the Company’s authorized pre-tax rate of return), between the incremental revenue requirement for actual project work that was placed in service and the incremental revenue requirement for project work that was expected to be placed in service. (The difference between the amount actually collected and the amount forecasted to be collected will automatically be reconciled through the MAC.)

The amount to be collected under this Rate Schedule and the Retail Access Rate Schedule through the MAC will be determined by multiplying the amount to be collected in the five-month period commencing November 2010 and in any annual period thereafter by the ratio of forecasted Rate Year Delivery Revenues under this Rate Schedule and the Retail Access Rate Schedule to total combined forecasted Rate Year Delivery Revenues under this Rate Schedule, the Retail Access Rate Schedule, the PASNY Rate Schedule, and the EDDS Rate Schedule for the Rate Year in effect at the commencement of each collection period (i.e., five months initially and twelve months thereafter). The amount to be collected under this Rate Schedule and the Retail Access Rate Schedule over the collection period, plus any prior period adjustment, will be collected monthly through the MAC.

The Company will phase out cost recovery through the MAC of Smart Grid projects as the costs of projects are moved into base rates. Costs recovered through the MAC for Smart Grid projects are subject to refund if the Commission determines project costs to have been imprudently incurred or cost calculations to be incorrect.

(General Information - Continued on Leaf No. 165)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments

(A) Increase in Rates Applicable in Municipality Where Service is Supplied

1. Percentage Increase in Rates and Charges

The rates and charges under all Service Classifications, payable in the municipality where service is supplied, shall be increased to reflect the taxes imposed on the Company within such municipality pursuant to the following statutes:

(a) New York Tax Law, Sections 186-a (Gross Receipt Tax), 209-B, and 1201(a);
(b) New York Tax Law 186-c;
(c) General City Law Section 20-b; and
(d) Village Law Section 5-530.

Refund of all such increases will be made to a Customer who is a vendor of electricity to the extent that revenue derived from such vendor to which such increase was applied is not taxed to the Company under such statutes, as shown by the Customer's resale remission certificate.

2. Statement of Percentage Increase in Rates and Charges

The Statement of Percentage Increase in Rates and Charges (“Statement”) sets forth the applicable percentage increase in rates and charges in effect for the various municipalities served by the Company. The Statement will reflect: the currently effective rate under Section 186-a of the New York Tax Law; the effective rate under Section 186-c of the New York Tax Law, and a tax surcharge to recover tax expense imposed by the Temporary Metropolitan Transportation Business Tax Surcharge under Tax Law Section 209-B; and the currently effective rates under the New York Tax Law Section 1201(a), General City Law Section 20-b and Village Law Section 5-530. Separate percentage increases will be applied to the commodity rates and charges and to delivery rates and charges and the Company’s other charges pursuant to Section 186-a of the New York Tax Law. Separate percentage increases will be applicable to residential and non-residential service, as defined in this section. Commodity rates and charges shall mean the “Market Supply Charge” and “Adjustment Factors – MSC” as set forth in General Information Section VII, the “Merchant Function Charge” as set forth in General Information Section VIII(B), and various other charges set forth in the General Information Section of this Rate Schedule and the Retail Access Rate Schedule except for late payment charges and security deposits. Delivery rates and charges shall mean all other rates and charges of this Rate Schedule and the Retail Access Rate Schedule except for late payment charges and security deposits.

Revisions to the Statement of Percentage Increase in Rates and Charges will be made, if appropriate, in accordance with the procedure for other changes in the Statement, to reflect periodic reconciliations for actual tax expense incurred under all Sections of the New York Tax Law and the revenues collected to recover such tax expense.

The Statement also shows percentage increases applicable to other charges.

When a new revenue tax or an increase in the rate of revenue taxes is enacted by a city or a village, the Company will file with the Public Service Commission a revised Statement, apart from this Rate Schedule, not less than fifteen business days before the date on which the Company proposes to increase the percentage increase in rates and charges, but no sooner than the date of the tax enactment to which the Statement responds.

(General Information - Continued on Leaf No. 166)
GENERAL INFORMATION - Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments - Continued

(A) Increase in Rates Applicable in Municipality Where Service is Supplied - Continued

2. Statement of Percentage Increase in Rates and Charges - Continued

When a municipality eliminates or reduces the rate of revenue taxes, the Company will, within the following five business days, cancel the Statement then in effect and, where applicable, replace such canceled Statement with a revised Statement setting forth the reduced percentage increase in rates and charges. All such revised Statements shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State and shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the Statement. A copy of the Statement in effect will be available to the public at Company offices at which applications for service may be made.

3. Temporary Metropolitan Transportation Business Tax Surcharge

The rates and charges under all Service Classifications shall also be adjusted to recover the tax expenses imposed on the Company by the Temporary Metropolitan Transportation Business (“MTA”) Tax Surcharge pursuant to Tax Law Sections 186-c and 209-B, as applicable, and reflected on the Statement of Percentage Increase in Rates and Charges (“Statement”). Any changes to the Company’s MTA tax expense pursuant to Tax Law Sections 186-c and 209-B shall be reflected on a revised Statement filed with the Public Service Commission not less than fifteen days before the effective date of any change. Each such change filed pursuant to this paragraph shall remain in effect for a twelve-month period. A new Statement reflecting changes to the Company’s MTA tax expense shall be filed for each year the MTA Tax Surcharge is applicable. In the second month following the conclusion of each twelve-month period, the Company will reconcile the revenues collected during that twelve-month period with the actual tax surcharge expense incurred by the Company in the corresponding year. In the event the revenues collected in each twelve-month period are substantially higher or lower (equal to or greater than plus or minus 0.5 percent) than the tax expenses incurred, the Company will make a one-time reconciliation adjustment after each twelve-month period.

4. Definition of Residential and Non-Residential Service for the Application of the Percentage Increase in Rates and Charges

For purpose of applying the appropriate percentage increase in rates and charges, the term "residential service" will apply to customers where 75 percent or more of the usage has been certified by the customer on Form TP-385 as for residential purposes. All other customers are deemed to be taking non-residential service for the purpose of this Section VIII.

(General Information - Continued on Leaf No. 167)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments

The following charges and adjustments shall be applied prior to the Increase in Rates and Charges:

(1) System Benefits Charge

The rates and charges for each Service Classification under this Rate Schedule (excluding Service Classification No. 11 and load served under Special Provision Q of Service Classification No. 9) and under the Retail Access Rate Schedule (excluding Service Classification No. 15-RA of the Retail Access Rate Schedule) contain a separate charge for System Benefits. The System Benefits Charge, and any surcharge thereto authorized by the Commission, is applicable to all Customers who utilize the Company's distribution system and recovers costs required to be spent on necessary environmental and other public policy programs. The applicable unit charge shall be set forth on the Statement of System Benefits Charge. The Statement and changes thereto will be filed with the Commission no less than three business days before its effective date.

The System Benefits Charge is expected to collect the following amounts:

(a) $69,794,960 annually for the five years beginning 2001 and $34,897,480 for the first half of 2006, pursuant to the Commission’s January 26, 2001, and July 3, 2001 Orders in Case 94-E-0952;

(b) $43,738,426 for the second half of 2006, $87,476,852 for each of the four years beginning 2007, $0 for 2011, $43,738,426 for 2012, and $30,872,604 for 2013, pursuant to the Commission’s December 21, 2005 Order in Case 05-M-0090 and modified by its December 30, 2010 Order in Case 10-M-0457 and Case 05-M-0090;

(c) $14,652,901 for the fourth quarter 2008, and $58,611,603 for each of the three years beginning 2009, pursuant to the Commission’s June 23, 2008 Order in Case 07-M-0548 (“2008 Energy Efficiency Order”);

(d) $48,484,504, $53,970,043, $3,003,086, $3,003,086, and $1,214,731, in 2010, 2011, 2012, 2013, and 2014, respectively, pursuant to the Commission’s October 23, 2009 Order in Case 08-E-1127 et al.;

(e) $9,883,824 from April through December 2010, and $16,933,228 in 2011, $212,177 in 2012, and $187,728 in 2013, pursuant to the Commission’s Orders of November 13, 2009 and January 4, 2010 in Case 08-E-1127 et al.;

(f) $858,909 from October through December 2010, and $1,725,729 in 2011, pursuant to the Commission’s June 24, 2010 Order in Cases 07-M-0548 et al., less $15,224,602 from October through December 2011, pursuant to the Commission’s August 22, 2011 Order in Case 07-M-0548 et al.;

(g) $20,492,924, $23,509,836, $17,843,928, $22,810,795, $33,112,445, and $33,192,109, in 2012, 2013, 2014, 2015, 2016, and 2017, respectively, pursuant to the Commission’s October 24, 2011 Order in Case 10-M-0457; and


Any over- or under-collections for each calendar year will be reconciled and reflected in the subsequent year’s amount to be collected, commencing January 1 of each year. Any over- or under-collections of the System Benefits Charge after the final collection year will also be reconciled and credited to or collected from Customers. Commencing fourth quarter 2008, incremental amounts required to be collected pursuant to the 2008 Energy Efficiency Order will be reduced by amounts returned by NYSERDA to Con Edison and by amounts collected through the Monthly Adjustment Clause to fund energy efficiency programs pursuant to the Commission’s Order in Case 07-E-0523, dated March 25, 2008, and the Energy Efficiency Order.

(General Information - Continued on Leaf No. 167-A)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(2) Renewable Portfolio Standard Charge

Customers taking service under any Service Classification under this Rate Schedule (excluding Service Classification No. 11 and load served under Special Provision Q of Service Classification No. 9) and under the Retail Access Rate Schedule (excluding Service Classification No. 15-RA) are subject to a separate charge for the Renewable Portfolio Standard (“RPS”) program, as directed by the Public Service Commission in its September 24, 2004 Order and amended by its April 2, 2010 Order in Case 03-E-0188. The RPS Charge is applicable to all Customers who pay the System Benefits Charge, as described above, and is required to fund above-market costs of renewable resources under the RPS program to be administered by the New York State Energy Research and Development Authority. The unit charge to collect each calendar year’s funding amount, as established by the Commission, and any reconciliation amount, as described below, shall be set forth on the Statement of Charge for Renewable Portfolio Standard Program. Each collection period will be for 12 months, commencing three months prior to the applicable calendar year. Any over- or under-collections for each calendar year will be reconciled and included in the subsequent year’s amount to be collected. Any over- or under-collections of the RPS Charge for the last calendar year for which the RPS Charge is applicable will also be reconciled and credited to or collected from Customers in a manner to be determined by the Commission. The Statement and changes thereto will be filed with the Commission no less than three business days before its effective date.

(3) PASNY Customers Transferring to this Rate Schedule

Customers served under the Delivery Service Rate Schedule - PASNY No. 4 as of October 1, 1996 (including In-rem” accounts of the City of New York listed in the October 16, 1996 letter from the City of New York to the Company and the accounts of the New York State Urban Development Corporation at the Queens West Development when transferred to service under PASNY No. 4) who subsequently transfer to service under this Rate Schedule or the Schedule for Retail Access will receive a credit each month for the above-market costs of non-divested generation assets that are recovered through the Monthly Adjustment Clause ("MAC") and Adjustment Factor - MAC and that would be applicable if the Customer received service under the Schedule for Retail Access, to the extent that the weather-adjusted contribution of PASNY Customers to the franchise area peak load does not exceed the load stated in Appendix E for such year of the Agreement and Settlement, dated September 19, 1997, in PSC Case No. 96-E-0897, adjusted in accordance with Section II, paragraph 31 of the Agreement and Settlement. If such amount is exceeded, the above-market costs of non-divested generation assets that are recovered through the MAC and Adjustment Factor - MAC and that would otherwise be applicable if the Customer received service under the Schedule for Retail Access will apply to such excess. When a Customer served under PASNY No. 4 as of October 1, 1996 adds an additional account to that rate schedule (other than accounts transferred from this Rate Schedule or the Schedule for Retail Access) such account will be considered part of the Customer's load served under PASNY No. 4 as of October 1, 1996.
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(4) Transition Adjustment for Competitive Services

Applicability

A Transition Adjustment will be determined for Customers served under this Rate Schedule and the Retail Access Rate Schedule, including Customers served under Rider Q but excluding Customers served under either Service Classification No. (“SC”) 11 of this Rate Schedule or SC 15-RA of the Retail Access Rate Schedule.

Components of the Transition Adjustment

The Transition Adjustment will be the sum of the following components, based on the 12 months ending March 31:

(a) the difference between the targeted level of revenues from competitive supply-related charges and competitive credit and collection-related charges (including purchased power working capital) reflected in the Merchant Function Charge (“MFC”) and billed revenues from the competitive supply-related and competitive credit and collection-related components of the MFC;

(b) the Company’s lost revenues attributable to the Billing and Payment Processing (“BPP”) Charge. The lost revenues attributable to the BPP will be equal to the total BPP charges that are avoided by Customers (as detailed in General Information Section VIII(B)(6)) less charges paid by ESCOs for Company-issued Consolidated Bills less costs avoided by the Company when ESCOs issue Consolidated Bills;

(c) the Company’s lost revenues attributable to Metering Services. The lost revenues attributable to Metering Services will be equal to the total Metering Services charges (i.e., the total of meter ownership charges, meter service provider charges, and meter data service provider charges) that are avoided by Customers who take Metering Services competitively less the costs that are avoided by the Company when Metering Services are taken competitively; and

(d) the difference between the targeted level of credit and collection costs reflected in the discount rate applicable to ESCOs under the Purchase of Receivables (“POR”) program and revenues from the credit and collection-related component reflected in the discount rate under the POR program.

As directed by the Public Service Commission in its Order, issued and effective April 24, 2009, in Case 08-E-0539, the Transition Adjustment in effect for the 12-month period commencing April 2010 will also collect shortfalls in the targeted level of revenues for items (a) and (d) above and revenue shortfalls for Metering Charges that result from extension of the Case 08-E-0539 suspension period, plus interest at the Company’s pre-tax rate of return.

(General Information - Continued on Leaf No. 168-A)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(4) Transition Adjustment for Competitive Services - Continued

Calculation of the Transition Adjustment

Any Reconciliation Amounts and prior period deferrals due to the calculation of the Transition Adjustment determined in accordance with the Commission’s Orders issued April 15, 2005 and October 31, 2005 in Case 04-E-0572 will be collected in the Transition Adjustment in effect for the 12-month period commencing April 2008, subject to reconciliation. Each year, beginning 2009, the Transition Adjustment in effect for the 12-month period commencing April will be equal to the sum of the transition adjustment components shown on Leaf 168, for the 12-month period that ended March 31 of that year, including any Reconciliation Amounts from the Transition Adjustment in effect for prior periods and prior period deferrals. The Reconciliation Amount is the difference between the amount to be recovered through the Transition Adjustment and the actual amount recovered through the Transition Adjustment, plus interest (calculated at the Other Customer Capital Rate). Each Transition Adjustment will be in effect for a 12-month period; provided, however, that the Company may adjust the Transition Adjustment for the remaining months of a 12-month period on not less than three days’ prior notice if the total deferred debit or credit amount exceeds $5 million.

Half of the amount to be collected from or credited to Customers through the Transition Adjustment will be assigned to Customers served under this Rate Schedule plus Customers served under Special Provision C of SC 14-RA; the balance will be collected from or credited to both Customers served under this Rate Schedule and Customers served under the Retail Access Rate Schedule. The amounts to be collected from or credited to Customers will be divided by the estimated total annual kilowatthour deliveries to which the Transition Adjustment will be applied to determine the per-kwhr Transition Adjustment, expressed to the nearest 0.0001 cent per kwhr. If the above calculation results in a Transition Adjustment of less than 0.0001 cent per kwhr under either Rate Schedule, the total amount to be recovered from or credited to Customers will be deferred, with interest, for later recovery or refund through application to Customers’ bills in a subsequently determined Transition Adjustment.

The Transition Adjustment will be calculated on an annual or more frequent basis, as provided herein. The per-kilowatthour adjustment to be put into effect for Customers served under this Rate Schedule and the Retail Access Rate Schedule will be collected from or credited to Customers through the Adjustment Factor – MAC described in General Information Section VII.B.2. The per-kilowatthour adjustment to be put into effect for Customers served under this Rate Schedule and Customers served under SC 14-RA, Special Provision C, of the Retail Access Rate Schedule will be collected from or credited to Customers through the Merchant Function Charge described in General Information Section VIII(B)(5).

(General Information - Continued on Leaf No. 168-B)
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

[RESERVED FOR FUTURE USE]
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(5) Billing and Payment Processing ("BPP") Charge

(a) Definitions

A reference to the “Company’s charges” means charges for only delivery or for both Company-provided supply and delivery, as applicable.

“Consolidated Bill” means a bill that combines the Company’s charges and an ESCO’s supply charges. Consolidated Bills for residential Customers are limited to Utility Consolidated Bills.

“ESCO Consolidated Bill” means a Consolidated Bill issued by an ESCO for its charges and the Company’s charges.

“Full-service Bill” means a bill that includes charges for both Company-provided supply and delivery for either electric or gas service.

“Separate Utility/ESCO bills” means that the Company’s delivery charges and ESCO’s supply charges for electric or gas service are not issued on the same bill; the Company’s delivery charges may be issued on a full-service bill or a Utility Consolidated Bill or an ESCO Consolidated Bill for the other service.

“Utility Consolidated Bill” means a Consolidated Bill issued by the Company for its charges and an ESCO’s supply charges.

(b) BPP Charge

The charge for BPP is applicable unless the Customer receives a Consolidated Bill for electric on an electric account or for electric or gas on a combined electric and gas account.

(1) BPP Charge on an Electric Only Account

<table>
<thead>
<tr>
<th>Bill Type</th>
<th>Charge, per bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-service Bill</td>
<td>$1.04</td>
</tr>
<tr>
<td>Utility Consolidated Bill</td>
<td>0</td>
</tr>
<tr>
<td>Separate Utility/ESCO Bills</td>
<td>$1.04</td>
</tr>
<tr>
<td>ESCO Consolidated Bill</td>
<td>0</td>
</tr>
</tbody>
</table>

(General Information - Continued on Leaf No. 168-D)
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(5) Billing and Payment Processing (“BPP”) Charge - Continued

(b) BPP Charge – Continued

(2) BPP Charge on a Combined Electric and Gas Account

<table>
<thead>
<tr>
<th>Electric Service and Bill Type</th>
<th>Gas Service and Bill Type</th>
<th>BPP Charge, for the electric and gas services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-service</td>
<td>Full-service</td>
<td>$1.04</td>
</tr>
<tr>
<td>Full-service</td>
<td>Utility Consolidated Bill</td>
<td>0</td>
</tr>
<tr>
<td>Full-service</td>
<td>Separate Utility/ESCO Bills</td>
<td>$1.04</td>
</tr>
<tr>
<td>Full-service</td>
<td>ESCO Consolidated Bill</td>
<td>0</td>
</tr>
<tr>
<td>Utility Consolidated Bill</td>
<td>Full-service</td>
<td>0</td>
</tr>
<tr>
<td>Utility Consolidated Bill</td>
<td>Utility Consolidated Bill</td>
<td>0</td>
</tr>
<tr>
<td>Utility Consolidated Bill</td>
<td>Separate Utility/ESCO Bills</td>
<td>0</td>
</tr>
<tr>
<td>Utility Consolidated Bill</td>
<td>ESCO Consolidated Bill</td>
<td>N/A *</td>
</tr>
<tr>
<td>Separate Utility/ESCO Bills</td>
<td>Full-service</td>
<td>$1.04</td>
</tr>
<tr>
<td>Separate Utility/ESCO Bills</td>
<td>Utility Consolidated Bill</td>
<td>0</td>
</tr>
<tr>
<td>Separate Utility/ESCO Bills</td>
<td>Separate Utility/ESCO Bills</td>
<td>$1.04</td>
</tr>
<tr>
<td>Separate Utility/ESCO Bills</td>
<td>ESCO Consolidated Bill</td>
<td>0 **</td>
</tr>
<tr>
<td>ESCO Consolidated Bill</td>
<td>Full-service</td>
<td>0</td>
</tr>
<tr>
<td>ESCO Consolidated Bill</td>
<td>Utility Consolidated Bill</td>
<td>N/A *</td>
</tr>
<tr>
<td>ESCO Consolidated Bill</td>
<td>Separate Utility/ESCO Bills</td>
<td>0 **</td>
</tr>
<tr>
<td>ESCO Consolidated Bill</td>
<td>ESCO Consolidated Bill</td>
<td>0 ***</td>
</tr>
</tbody>
</table>

Where the BPP charge shown above is $1.04, the charge, per bill, applicable to the electric service is equal to $1.04 less the charge applicable to the gas service under the gas rate schedule.

* This scenario is not possible on a combined electric and gas account. The ESCO must request account separation.

** This scenario is only possible if there are two separate ESCOs. One ESCO issues Consolidated Bills for the utility’s electric and gas charges and its charges. The second ESCO issues bills only for its own charges.

*** This scenario is only possible if there is one ESCO for both electric and gas. If there are two ESCOs, one ESCO must request account separation.
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(6) Merchant Function Charge

The Merchant Function Charge (“MFC”) is applicable to Full-service Customers (except with respect to supply provided by NYPA under Special Provision Q of SC 9) and Customers who purchase supply from the Company under Special Provision C of SC 14-RA.

The MFC is determined on a calendar-month basis and is equal to the sum of the following components:

(a) a competitive supply-related charge, inclusive of a charge for purchased power working capital;

(b) a credit and collection-related charge;

(c) a charge or credit to reflect the Transition Adjustment amount (including any Reconciliation Amounts from the prior Rate Year’s Transition Adjustment and prior period deferrals, plus interest) applicable to Customers served under this Rate Schedule and Customers served under SC 14-RA, Special Provision C, of the Retail Access Rate Schedule (except for SC 11 and supply provided by NYPA under Special Provision Q of SC 9), pursuant to General Information Section VIII(B)(4); and

(d) a charge for the Uncollectible-bill Expense associated with the Market Supply Charge (“MSC”) and Adjustment Factors – MSC charges. The Uncollectible-bill Expense will be determined each month for Customers billed in SC 1 and SC 7 (the “Residential Classes”) based on an estimate of costs recoverable through the MSC and Adjustment Factors – MSC charges for the Residential Classes and an Uncollectible Bill Factor of 0.0102. The Uncollectible-bill Expense will be determined each month for Customers billed in other SCs subject to the MFC (the “Other Classes”) based on an estimate of costs recoverable through the MSC and Adjustment Factors – MSC charges for the Other Classes and an Uncollectible Bill Factor of 0.0054. The resulting Uncollectible-bill expenses for Residential Classes and Other Classes will then be adjusted to reflect a system Uncollectible Bill Factor of 0.0076. Any difference between the monthly Uncollectible-bill Expense as determined above and the Uncollectible-bill Expense determined for the Residential Classes based on billed MSC and Adjustment Factors – MSC charges will be collected from or credited to the Residential Classes through the Uncollectible-bill Expense determined for the Residential Classes in a subsequent month. Any difference between the monthly Uncollectible-bill Expense as determined above and the Uncollectible-bill Expense determined for the Other Classes based on billed MSC and Adjustment Factors – MSC charges will be collected from or credited to the Other Classes through the Uncollectible-bill Expense determined for the Other Classes in a subsequent month.

At least once every 12 months, the Company will reconcile the Uncollectible-bill Expense required to be collected with the amounts billed, and any under-recovery or over-recovery will be passed through the Uncollectible-bill Expense applicable to both the Residential Classes and the Other Classes, with interest, in a subsequent month. Interest will be calculated at the Other Customer Capital Rate.

Each component of the MFC will be charged on a cents per-kilowatthour basis, taken to the nearest 0.0001 cent. The Company will file a Statement of Merchant Function Charge (“Statement”), apart from this Rate Schedule, showing the MFC amount per kilowatthour in effect for the calendar month and the date on which the MFC was determined. Amounts will be separately shown for the following: (i) Customers billed under SC 1 and SC 7, (ii) Customers billed under SC 2, and (iii) Customers billed under other SCs of this Rate Schedule (except for SC 11 and for supply provided by NYPA under Special Provision Q of SC 9) plus Customers billed under SC 14-RA, Special Provision C, of the Retail Access Rate Schedule. Unless otherwise directed by the Commission, the Company will file Statements no less than three days prior to MFC changes.

(General Information - Continued on Leaf No. 168-F)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments - Continued

(7) Rate Adjustment Clause

(a) Pursuant to the Order of the Public Service Commission (the “Commission”), dated March 26, 2010, in Case 09-E-0428, $248.8 million of the rate year revenue requirement, starting with the rate year ending March 31, 2011, is to be recovered pursuant to a rate adjustment clause mechanism and shall be subject to refund based on the Commission’s audit and review of the Company’s contract-related capital, O&M and related expenditures, as set forth in the Commission’s Order, dated February 12, 2009, in Case 09-M-0114. The portion of the rates and charges shown in each Service Classification that comprise the rate adjustment clause mechanism for the current rate year ending March 31, are shown on the Statement of Rate Adjustment Clause filed apart from this Rate Schedule for Service Classifications (“SC”s) of this Rate Schedule and the corresponding SCs of the Retail Access Rate Schedule (except for SC 14-RA and SC 15-RA), and on the Statement of Rate Adjustment Clause filed apart from the Retail Access Rate Schedule for SC 14-RA and SC 15-RA. This portion of the Company’s revenue requirement will continue to be recovered in this manner until such time as the Commission determines otherwise.

(b) Pursuant to the Commission’s Order, dated March 26, 2010, in Case 07-E-0523 and Case 08-E-0539, the Company is required to refund $36.4 million to Con Edison customers, the Power Authority of the State of New York and Economic Delivery Service customers. Con Edison Customers billed under the SCs of this Rate Schedule or the corresponding SCs of the Retail Access Rate Schedule will receive a one-time bill credit during the 2010 summer period. Customers billed under SC 14-RA will receive the credit under their Otherwise Applicable SC. Credits are shown below:

<table>
<thead>
<tr>
<th>Service Classification</th>
<th>$ Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5.35</td>
</tr>
<tr>
<td>2</td>
<td>$6.93</td>
</tr>
<tr>
<td>5 - Rates I and III</td>
<td>$34.95</td>
</tr>
<tr>
<td>5 - Rate II</td>
<td>$6,875.62</td>
</tr>
<tr>
<td>6</td>
<td>$5.35</td>
</tr>
<tr>
<td>7</td>
<td>$7.51</td>
</tr>
<tr>
<td>8 - Rates I and III</td>
<td>$524.25</td>
</tr>
<tr>
<td>8 - Rate II</td>
<td>$2,650.27</td>
</tr>
<tr>
<td>9 - Rates I and III</td>
<td>$84.12</td>
</tr>
<tr>
<td>9 - Rate II</td>
<td>$5,465.38</td>
</tr>
<tr>
<td>12 - energy only</td>
<td>$2.14</td>
</tr>
<tr>
<td>12 - Rate I demand and Rate III</td>
<td>$348.11</td>
</tr>
<tr>
<td>12 - Rate II</td>
<td>$3,306.67</td>
</tr>
<tr>
<td>13</td>
<td>$15,916.83</td>
</tr>
</tbody>
</table>

Any difference between (i) actual amounts credited to Customers under this Rate Schedule and the Retail Access Schedule and (ii) such Customers’ applicable share of the $36.4 million refund (i.e., $31.93 million) shall be deferred for future credit to or collection from Customers.
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(8) Revenue Decoupling Mechanism (“RDM”) Adjustment

Pure Base Revenue (as defined in General Information Section II) is subject to reconciliation through an RDM Adjustment. The RDM is applicable to Pure Base Revenue received from Customers in SCs 1, 2, 5, 6, 7, 8, 9, and 12 of this Rate Schedule and the corresponding SCs of the Retail Access Rate Schedule. The RDM is not applicable to revenues from the following: (a) Customers billed under SC 11 rates, SC 14-RA rates, and contract or negotiated rates; (b) Customers served under Rider J and Rider Y; (c) load served under Rider Q or under Special Provision Q of SC 9; and (d) load served under SC 15-RA of the Retail Access Rate Schedule and under the Company’s EDDS Rate Schedule. A separate RDM Adjustment is in effect for service under the PASNY Rate Schedule.

(1) Mechanism

The Company will reconcile, for each SC, the difference between actual Pure Base Revenue and Allowed Pure Base Revenue, as follows:

(a) Every month, the Company will reconcile the difference between actual Pure Base Revenue and Allowed Pure Base Revenue under each SC.

Except as provided below, every six months, the cumulative difference plus the adjustment for Special Provision Q of SC 9 and Low Income Program costs, as explained in section (3) and section (4), respectively, below, will be charged or credited to Customers in each SC, with interest (calculated at the Other Customer Capital Rate), over the six-month period that commences two months later. That is, the difference for the six-month period April through September will be collected/refunded over the six months commencing November, and the difference for the six-month period October through March will be collected/refunded over the six months commencing May.

If the cumulative difference between actual Pure Base Revenue and Allowed Pure Base Revenue equals or exceeds $10 million under the combined SCs plus the PASNY Rate Schedule before the end of six months, the Company may initiate collection or refund of RDM amounts prior to the onset of a six-month RDM collection/refund period or adjust the amounts to be collected or refunded for the remaining months of an RDM collection/refund period. For differences related to periods commencing on or after April 2010, such collection or refund of RDM amounts will commence on the first calendar day of the month in which the change becomes effective.

(b) The amount to be charged or credited to Customers in each SC will be determined by dividing the amount to be charged or credited to Customers in that SC by estimated total kilowatthour deliveries to Customers in that SC over the collection/refund period. If the per-kilowatthour adjustment to any SC would be less than a debit or credit of 0.0001 cents per kWhr, the amount will be deferred with interest (calculated at the Other Customer Capital Rate) and collected or refunded, as applicable, in a subsequent period, or as determined by the Public Service Commission if no RDM is in effect.

(General Information - Continued on Leaf No. 168-H)
VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments - Continued

(8) Revenue Decoupling Mechanism (“RDM”) Adjustment – Continued

(1) Mechanism - Continued

(c) Following each RDM collection/refund period, any difference between amounts required to be charged or credited to Customers in each SC and amounts actually charged or credited will be charged or credited to Customers in that SC, with interest, over a subsequent RDM collection/refund period, or as determined by the Public Service Commission if no RDM is in effect.

(2) Statement

The RDM Adjustment unit amount to be collected from or credited to Customers per kilowatthour will be shown for each SC on the Statement of Revenue Decoupling Mechanism Adjustment. The Company will file such Statement with the Public Service Commission no less than three days prior to the start of the period that the RDM Adjustment is to be in effect (and no less than three days prior to any change in the RDM Adjustment as set forth herein).

(3) Allowed Pure Base Revenue

Allowed Pure Base Revenue (in $000’s), by SC, is as follows:

<table>
<thead>
<tr>
<th>SC</th>
<th>Commencing April 2011*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,745,378</td>
</tr>
<tr>
<td>2</td>
<td>$292,969</td>
</tr>
<tr>
<td>5</td>
<td>$4,458</td>
</tr>
<tr>
<td>6</td>
<td>$2,342</td>
</tr>
<tr>
<td>7</td>
<td>$11,871</td>
</tr>
<tr>
<td>8</td>
<td>$125,384</td>
</tr>
<tr>
<td>9</td>
<td>$1,724,885</td>
</tr>
<tr>
<td>12</td>
<td>$20,786</td>
</tr>
<tr>
<td>13</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Allowed Pure Base Revenue commencing April 2011 will be based on revenue targets set in Case 09-E-0428. Revenue targets will continue unless and until changed; provided, however, that if the Company does not file for new base delivery rates to become effective on or before April 14, 2013, amounts will be reset commencing April 1, 2013, to reflect the expiration of the temporary surcharges in effect for the 12 months ending March 31, 2013.
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments – Continued

(8) Revenue Decoupling Mechanism (“RDM”) Adjustment – Continued

(3) Allowed Pure Base Revenue – Continued

Annual Allowed Pure Base Revenue will be revised whenever there is a change in Demand Delivery Charges, Energy Delivery Charges, or the Customer Charge applicable under one or more of the SCs. Furthermore, if, for any reason, an SC no longer has existing customers, the Allowed Pure Base Revenue for that SC will be reallocated to other SCs with existing Customers and to the PASNY Rate Schedule to provide for equitable treatment of revenue deficiencies from the discontinued class. In the event Allowed Pure Base Revenue is reallocated, the Company will notify the Department of Public Service Commission Staff of the revised Allowed Pure Base Revenue amount(s). The Company will be allowed to defer collection of any revenue shortfall or refund of any revenue surplus that results from a delay in the approval of a reallocation of Allowed Pure Base Revenue. As a result of the merger of SC 4 and SC 9 into a redesigned SC 9 tariff as of April 1, 2010, any amounts required to be collected from or credited to SC 4 and/or SC 9 Customers on or after April 1, 2010, for periods prior to April 1, 2010, will be combined and collected from or credited to all Customers taking service under the redesigned SC 9 tariff.

Since load served under Special Provision Q of SC 9 (“RNY”) is exempt from the RDM, SC 9 Allowed Pure Base Revenue will also be revised for allocations made under RNY. SC 9 Allowed Pure Base Revenue will be decreased/increased as RNY Customers move from/into the SC 9 RDM class.

(4) Low Income Program Costs

The Company will adjust each class’s RDM amounts to be collected over each six-month RDM collection/refund period to reflect that class’s share of the difference between actual Low Income Program costs and the amount of these costs included in rates (i.e., $38.75 million annually).

Any Low Income Program Costs required to be collected or refunded will be passed through the RDM Adjustment that is applicable under this Rate Schedule and the Retail Access Rate Schedule and the RDM Adjustment applicable under the PASNY Rate Schedule. The amount to be collected or refunded through the RDM Adjustment applicable under this Rate Schedule and the Retail Access Rate Schedule will be equal to the total amount to be collected or refunded less the Low Income Program costs collected or refunded under the PASNY Rate Schedule.

Continuation of the Low Income Program beyond March 31, 2013, will be contingent on the continuation of full cost recovery through the RDM Adjustment or an equivalent mechanism.

(General Information - Continued on Leaf No. 168-J)
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments - Continued

(9) Delivery Revenue Surcharge

As directed by the Public Service Commission in its Order, issued and effective April 24, 2009, in Case 08-E-0539, the Delivery Revenue Surcharge (the “Surcharge”) will collect Allowed Pure Base Revenue shortfalls which result from extension of the Case 08-E-0539 suspension period, plus interest at the Company’s pre-tax rate of return, over 23 months commencing May 2009.

The Surcharge that is applicable to service under this Rate Schedule and the Retail Access Rate Schedule, except for Service Classification (“SC”) 15-RA, will be collected on a monthly basis applicable to billings issued under the SCs of this Rate Schedule and corresponding SCs of the Retail Access Rate Schedule and under SC 14-RA of the Retail Access Rate Schedule as follows:

(a) SCs 1, 2, 5, 6, 7, 8, 9, and 12, including load served under Rider Q, per kWhr;
(b) SC 14-RA, excluding former SC 13 accounts, per kW of Contract Demand; and
(c) SC 13, including former SC 13 accounts served under another SC, per monthly bill as a separate charge.

The unit amount to be collected per SC, except SC 14-RA, will be shown on the Statement of Delivery Revenue Surcharge filed apart from this Rate Schedule and on the Statement of Delivery Revenue Surcharge filed apart from the Retail Access Rate Schedule for SC 14-RA. Amounts applicable to SC 15-RA will be collected under the EDDS Rate Schedule.

Statements will be filed with the Public Service Commission no less than three days before its effective date or such later date as directed by the Commission.

Any difference between amounts required to be collected through the Surcharge and the actual amounts collected will be charged or credited to customers through a surcharge over a reasonable period after April 30, 2011.

(General Information - Continued on Leaf No. 168-K)
GENERAL INFORMATION – Continued

VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments – Continued

(B) Other Charges and Adjustments - Continued

(10) Surcharge to Collect Assessments Under Section 18-a of the Public Service Law

To implement the change to Section 18-a of the Public Service Law (“PSL”), signed into law on April 7, 2009, the Company will collect through a delivery service surcharge, applicable under each Rate Schedule, the amount assessed to the Company, excluding gross receipts taxes, in excess of the amount reflected in base rates. As directed in the Public Service Commission’s Order, dated June 19, 2009, in Case 09-M-0311, delivery service surcharges for each 12-month period commencing July will be designed to collect any Section 18-a assessment for the State fiscal year that commenced April of that year above the amount reflected in base rates, plus uncollectible expenses at the rate reflected in base rates and working capital costs at the Company’s pre-tax rate of return. Amounts surcharged pursuant to the Commission’s Order, issued and effective April 24, 2009, in Case 08-E-0539, will be applied to the amount to be collected over the 12 months commencing July 1, 2009. To the extent the amount of the surcharge decreases in any year due to a fluctuation in annual intrastate gross operating revenues, the Company will maintain the prior year’s surcharge to improve its cash flow position without increasing Customers’ bills.

Any difference between Section 18-a amounts to be recovered and actual amounts collected, excluding gross receipts taxes, will be reflected in a subsequent period surcharge; provided, however, that any reconciliation amount required to be collected after the last year that the surcharge is in effect, will be deferred, plus working capital costs, for future disposition.

The delivery service surcharge will be allocated to each customer class based on the class contribution to the Company’s total electric revenues, including gross receipts taxes. The contribution of each class will include both delivery and supply charges for all Service Classifications (“SC”)s, (including estimated supply charges for retail access classes), delivery charges only for the PASNY and EDDS classes, and gross receipts taxes for all.

The delivery service surcharge that is applicable to service under this Rate Schedule and the Retail Access Rate Schedule, except for SC 15-RA, will be collected on a monthly basis applicable to billings issued under the SCs of this Rate Schedule and corresponding SCs of the Retail Access Rate Schedule and under SC 14-RA of the Retail Access Rate Schedule as follows:

(a) SCs 1, 2, 5, 6, 7, 8, 9, and 12, including load served under Rider Q, per kWhr;
(b) SC 11 and SC 14-RA, excluding former SC 13 accounts, per kW of Contract Demand; and
(c) SC 13, including former SC 13 accounts served under another SC, per monthly bill as a separate charge.

The unit amount to be collected per SC, except SC 14-RA, will be shown on the Statement of Surcharge to Collect PSL Section 18-a Assessments (the “Statement”) that is filed with the Public Service Commission apart from this Rate Schedule and on the Statement of Surcharge to Collect PSL Section 18-a Assessments filed apart from the Retail Access Rate Schedule for SC 14-RA. Amounts applicable to SC 15-RA will be collected under the EDDS Rate Schedule.

Unless otherwise directed by the Commission, any change to the unit amounts to be collected will be filed with the Commission on a revised Statement no less than 15 days prior to the Statement’s effective date.
APPLICATION FOR SERVICE

It is important for you to answer the following questions accurately and completely to determine the proper service classification for your account. For further information on your rights as a customer, please request our RIGHTS AND RESPONSIBILITIES pamphlets.

As a Con Edison customer you agree to pay for service supplied at the rates, charges, and terms of your service classification, and in accordance with the provisions of the applicable (electricity or gas) Con Edison rate schedule. If you are interested in steam service, please call 1-212-780-3966. Our rate schedules are located on our Web site at www.coned.com and at offices where applications for service can be made.

Please read all questions carefully and answer to the best of your knowledge. PLEASE PRINT YOUR ANSWERS, AND SIGN THE APPLICATION IN PART E.

PART A. NEW ACCOUNT INFORMATION

1. (a) ACCOUNT NAME: List the name of the person or business (corporation) who owns or leases the premises where service will be used and who will be responsible for the new account.

Name ____________________________

Name of Business (if applicable) ____________________________

(b) 1. RESIDENTIAL CUSTOMER - Please indicate the type and the ID number for one of the following forms of identification: Social Security, New York State driver's license, New York State non-driver's license, Public Assistance, Resident Alien or other.

Type of ID ____________________________

ID number ____________________________

2. NONRESIDENTIAL CUSTOMER - Please provide Taxpayer Identification Number (TIN) or Social Security Number (if you do not have a TIN) ____________________________

(c) ACCOUNT ADDRESS: Please enter the address where you want to receive service(s).

Address ____________________________

Room/Floor/Office/Apartment # ____________________________

Town/City ____________________________

ZIP ____________________________

2. (a) MAILING ADDRESS WHERE WE SHOULD SEND BILLS, IF DIFFERENT FROM ABOVE: If you want your Con Edison bills to be mailed to a name or address different than that shown above, enter name and address here.

Name ____________________________

Address ____________________________

Room/Floor/Office/Apartment # ____________________________

Town/City ____________________________

ZIP ____________________________

(b) CONTACT INFORMATION: What is your telephone number?

Telephone No. ____________________________

Is there another telephone number or pager number where we can reach you? ____________________________

Fax. No. ____________________________

E-mail Address ____________________________

3. ACCESS TO METERS: If you do not control access to the meter(s), enter the name and address of the person who can provide access.

Name ____________________________

Telephone No. ____________________________

Address ____________________________

Room/Floor/Office/Apartment # ____________________________

Town/City ____________________________

State ____________________________

ZIP ____________________________

(General Information - Continued on Leaf No. 170)
## GENERAL INFORMATION - Continued

### PART B. SERVICE CLASSIFICATION

1. **SERVICE(S) BEING REQUESTED:** (Check all that apply)  
   - Electric  
   - Gas

2. **DATE YOU ARE RESPONSIBLE FOR ACCOUNT:** (Date of deed or date lease commences)

3. If this is a residence, do you plan to conduct a business here?
   - [ ] Yes  
   - [ ] No

4. What percent of the total space will be used for business purposes?

5. Do you or your employees plan to live at this premises?
   - [ ] Yes  
   - [ ] No

6. If this is not a residence, do you plan to use service primarily for residential purposes?
   - [ ] Yes  
   - [ ] No

### RELIGIOUS ORGANIZATIONS, COMMUNITY RESIDENCES AND VETERANS' ORGANIZATIONS:

Please check below if the following applies to this service. Service is being requested by:

- [ ] a religious organization
- [ ] a community residence
- [ ] a veterans' organization

Please note that the Public Service Law, Section 76, permits any corporation or association organized and conducted in good faith for religious purposes, certain community residences, and any post or hall owned or leased by a non-profit corporation that is a veterans' organization to receive services at rates no greater than the rates charged to residential customers. For electric service, residential and religious rates *may* be lower than nonresidential rates for many customers that are religious organizations, community residences, and veterans' organizations but not for every customer. For gas service, nonresidential rates may be lower than residential rates for some religious organizations, community residences, and veterans' organizations. If you are applying for both electricity and gas service, you may elect residential rates for one service and nonresidential rates for the other, or the same rate for both services. To determine if you are eligible for residential rates, refer to document "IMPORTANT INFORMATION FOR ALL APPLICANTS" or speak with a service representative.

### ELECTRIC INFORMATION:

The amount of electricity you use and how you use it will generally determine the rate at which you will be billed. Which of the following best describes your business or premises? (Check only one)

- [ ] Residence
- [ ] Any nonresidential premises, store, restaurant, commercial office, gas station, factory. Indicate type: ____________________________
- [ ] Medical or professional office building or suite
- [ ] Apartment or premises, in a residential building, where business is also conducted (doctor's office, beauty parlor, real estate, etc.)
- [ ] Hotel, motel, hospital, nursing home, flea market (Discuss with service representative)
- [ ] Religious use, such as a house of worship, living quarters for the clergy, rectory or parochial school
- [ ] Other religious uses (Describe)
- [ ] Veterans' Organization's use: a post or hall owned or leased by a not-for-profit veterans' organization
- [ ] Community Residence that is a supportive or supervised living facility
- [ ] Other

Which of the following best describes your use of electricity? (Check only one)

- [ ] Exclusively for hall lighting, elevators, and other common areas of a multi-tenant building (residential or commercial)
- [ ] Entire premises for your own use (Example: residence or retail store)
- [ ] Entire premises, including redistributing electricity to:  
  - [ ] Residential tenants  
  - [ ] Commercial tenants

Do you have? (Check all that apply)

- [ ] An emergency generator  
- [ ] Permanently installed electric space heating  
- [ ] Electric hot water heating  
- [ ] Other

Have you made, or do you plan to make, electrical wiring changes to this location?  
- [ ] Yes  
- [ ] No

If electricity is needed to operate life-support equipment for someone residing at your premises, whether an occupant or a tenant, please speak with a service representative.

### GAS INFORMATION:

The amount of gas you use and how you use it will generally determine the rate at which you will be billed. Which of the following best describes your business or premises? (Check only one)

- [ ] Residence (apartment or 1-3 family house)  
- [ ] Apartment house (4 or more apartments)
- [ ] Religious use, as a house of worship, living quarters for the clergy, rectory or parochial school
- [ ] Veterans' Organization's use: a post or hall owned or leased by a not-for-profit veterans' organization
- [ ] Community Residence that is a supportive or supervised living facility
- [ ] Manufacturing
- [ ] Compressed natural gas - distributor or operator (circle one)  
  - [ ] Store, Restaurant, Commercial Office
  - [ ] Other

Check ALL the uses of gas which apply to this account:

- [ ] Hot water heating  
- [ ] Laundry dryer  
- [ ] Commercial cooking  
- [ ] Residential cooking
- [ ] Gas air-conditioning  
- [ ] Electricity Generation  
- [ ] Space heating  
- [ ] Gas provided to tenants for cooking
- [ ] Seasonal Use Only (April 1 - October 31)  
- [ ] Dual-fuel burner  
- [ ] Other

Have you made, or do you plan to make, gas piping changes to this location?  
- [ ] Yes  
- [ ] No
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

A BUILDING OF PUBLIC ASSEMBLY is considered one of the following:
(a) school, hospital, nursing home or licensed child care facility; (b) a factory that normally employs 75 or more people; (c) a building with capacity for 75 or more people to which the public is normally admitted (e.g. church, restaurant, theater); or (d) an office or apartment building with a facility for public assembly (e.g. auditorium, cafeteria, community or meeting room) with a capacity for 75 or more people. Is this a building of public assembly? □ Yes □ No

PART C. INFORMATION ABOUT CON EDISON ACCOUNTS

(a) I do not now, nor did I previously, have a Con Edison account.
(b) I currently have a Con Edison account.
   DO YOU WANT THE OTHER ACCOUNT TO BE DISCONTINUED? □ Yes □ No
   Name ___________________________ Acct. No. ________________
   Address ___________________________ Room/Floor/Office #/Apartment # ________________
   Town/City ______________________ ZIP ________________
(c) I previously had an account with Con Edison, which is now closed, at:
   Name ___________________________ Acct. No. ________________
   Address ___________________________ Room/Floor/Office #/Apartment # ________________
   Town/City ______________________ ZIP ________________

PART D. ADDITIONAL INFORMATION

1. SALES TAX STATUS: What is sales tax status for the account? □ Taxable □ Non-Taxable □ Partially Tax Exempt
   IF YOU CLAIM TAX EXEMPTION, ATTACH THE APPROPRIATE EXEMPT CERTIFICATION TO THIS APPLICATION.
   □ ST-119: New York State and Local Sales and Use Tax - Exempt Organization Certification
   □ ST-120: New York State and Local Sales and Use Resale Certificate
   □ ST-121: New York State and Local Sales and Use Tax - Exempt Use Certification
   □ TP-385: Certification of Residential Use - Sales Tax Reduction on Energy Purchases
   These forms are available from the New York State Department of Finance 1-800-462-8100.
   If you are a tax-exempt organization and redistribute electricity or steam, contact your tax advisor to determine if you are eligible for remission of the State Gross Receipts Tax.

PART E. SIGNATURE

Before signing this application, you should carefully read the section concerning eligibility of religious organizations, community residences, and veterans' organizations for residential rates, and the IMPORTANT INFORMATION FOR ALL APPLICANTS that is available with this application form. Call us if you have questions about your rights and responsibilities as a Con Edison customer or visit our website at www.conEd.com.

To the best of my knowledge, the information provided here is accurate and no attempt has been made to misrepresent the facts.

Application submitted by: Affiliation to person responsible for account:
   Print Name ___________________________   □ Owner □ Partner □ Same
   Position/Title ___________________________   □ Corporate Officer □ Agent
   Full Signature ___________________________   □ Other (Explain)

FOR COMPANY USE ONLY

Con Edison Representative accepting this application ___________________________ Date ____________
Amount of Deposit Assessed $ ___________________________

(General Information - Continued on Leaf No. 172)
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 undersigned 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.

(General Information - Continued on Leaf No. 188)
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

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

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)
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

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

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:

\[
\frac{(i \ (1 + \frac{i}{m})^m) - 1}{[(1 + \frac{i}{m})^m - 1]} where
\]

\[i = \text{pre-tax return approved by the PSC in the Company's most recent rate case,}
\]

\[m = \text{number of payments in a given year, and}
\]

\[n = 10, \text{the number of years in the surcharge period.}
\]
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

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

The undersigned accepts the following estimates:

<table>
<thead>
<tr>
<th>Cost of Additional Facilities*</th>
<th>Supply Line ($)</th>
<th>Distribution Line ($)</th>
<th>Service Line ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Total Cost of Additional Facilities</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>(B) Company's Cost Responsibility</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>(C) Customer's Cost Responsibility = (A-B)</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>

* 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)
IX - Application Forms - Continued

Form of Application for Construction of Excess Distribution Facilities

APPLICATION FOR CONSTRUCTION OF EXCESS DISTRIBUTION FACILITIES

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 ............................................................................................., hereby requests
Consolidated Edison Company of New York, Inc., (hereinafter termed the Company) to provide distribution
facilities in excess of those normally provided, as described below, pursuant to General Rule III - 3 (B) 4
"Excess Distribution Facilities" of the Company's Electric Rate Schedule, in connection with supply of
electricity service to the undersigned at the above-indicated premises.

Such excess facilities are requested for the following reasons:

..................................................................................................................
..................................................................................................................
..................................................................................................................

Such excess facilities are generally described as follows:

..................................................................................................................
..................................................................................................................
..................................................................................................................

The undersigned hereby agrees to pay to the Company in advance the total Company-estimated cost of $...........
for such facilities, and, in addition, the Company-estimated taxes and maintenance (including replacements) on
such facilities for the first year, amounting to $........, and at the beginning of each succeeding year to pay to
the Company in advance a like sum for taxes and maintenance (including replacements) on such facilities, and
it is further agreed that none of such payments shall be refundable. At the Customer's option, the Customer may
pay a lump sum charge of $........ instead of annual surcharges.

(General Information - Continued on Leaf No. 190)
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Form of Application for Construction of Excess Distribution Facilities - Continued

APPLICATION FOR CONSTRUCTION OF EXCESS DISTRIBUTION FACILITIES - Continued

This agreement may be terminated by the Customer at any time by giving the Company not less than thirty days' advance notice in writing of termination, and upon such termination all obligation of the Customer with respect to payment of further charges shall cease, and the Company will disconnect and remove such facilities from the premises.

All excess facilities provided hereunder shall be and remain the property of the Company. The Company reserves the right at any time and from time to time to substitute other facilities which, in the Company's judgment, will reasonably perform the functions for which such excess facilities were installed, and the Company further reserves the right, at any time after the expiration of five (5) years from the date such facilities were originally installed, to withdraw such facilities that are redundant from use, and upon such withdrawal all obligation of the Company shall cease without any liability on the part of the Company for resulting inconvenience or damage to the Customer, and the Customer shall not be liable for any further charges for taxes and maintenance (including replacements) on such facilities. Subject to the provisions hereinafter set forth, the Company shall give the Customer not less than six months' notice in writing in advance of the withdrawal of such facilities from use for supply to the premises.

It is understood that this agreement for excess facilities may, with the approval of the Company, be assigned to a successor Customer at the above premises for the same purposes subject, however, to the same terms and conditions.

Where the facilities installed pursuant to this agreement include a separate service lateral, all service supplied therewith shall be separately metered from other requirements of the Customer, and shall be computed separately and billed in accordance with the applicable Service Classification.

This agreement and the supply of facilities and service hereunder are subject in all respects to the provisions of the Company's Schedule for Electricity Service and to the rules, regulations, terms and conditions therein set forth, and to any amendments thereof which may be made hereafter, all of which are hereby referred to and made a part hereof. The supply of facilities, and the furnishing of service therewith, shall be subject in all respects to lawful orders, rules or regulations of the Public Service Commission or of any governmental body having jurisdiction, and the Company shall not be liable for any inconvenience or damage to the Customer from the discontinuance or change of such facilities or the service supplied therewith if such discontinuance or change be required by law or by lawful order, rule or regulation of any governmental body, or by any amendments duly made to the Company's Schedule for Electricity Service.

(General Information - Continued on Leaf No. 191)

Date of Issue: December 1, 1997

Date Effective: January 1, 1998
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Form of Application for Construction of Excess Distribution Facilities - Continued

APPLICATION FOR CONSTRUCTION OF EXCESS DISTRIBUTION FACILITIES - Continued

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. 192)

Date of Issue: October 7, 1993 Date Effective: January 1, 1994
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Non-Residential Customer Payment Agreement

Account Number ___________________________ Date ___________________________

This is an agreement by ___________________________

Customer/Company Name

of ___________________________ to make payments to Con Edison

Service Address

for amounts owed. Con Edison agrees not to turn off your service, for non-payment at the above address as long as you make payments as agreed and this form, signed by you, is received by us by:

_________________________

10 Days From Date Above

The terms of the section IMPORTANT INFORMATION, as set forth on Leaf No. 197, are a part of this agreement.

HOW MUCH IS TO BE PAID

○ Balance Due ................ $ ____________

○ Deposit Amount ................ $ ____________

○ Total Amount of Agreement ...... $ ____________

TERMS OF AGREEMENT

W = Weekly  B = Biweekly  M = Monthly  ________________

The amounts owed will be paid in the following way:

$ ______________ downpayment is due by ________________.

$ ______________ installments are due by ________________ each ________________

starting from ________________ to ________________.

(General Information - Continued on Leaf No. 196)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Non-Residential Customer Payment Agreement - Continued

TERMS OF AGREEMENT - Continued

The final installment of $ ______________ is due by ________________.

In addition, current bills issued after ________________ are due upon receipt.

LATE PAYMENT CHARGES

[ ] Account is not subject to Late Payment Charges.

[ ] Account is subject to Late Payment Charges. The anticipated cost of late payment charges during the term of this agreement is $ ______________. This amount may be greater or less than the anticipated cost if payments are made either early or late.

ACCEPTANCE OF AGREEMENT

I accept this agreement __________________________________ Date __________________________

Customer’s Signature

__________________________________________________________ Title

Name (Typed or Printed)

Company’s Signature ______________________________________ Date __________________________

__________________________________________________________ Title

Name (Typed or Printed)

(General Information - Continued on Leaf No. 197)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994

Issued by Raymond J. McCann, Executive Vice President and
Chief Financial Officer
4 Irving Place, New York, N.Y. 10003
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

IMPORTANT INFORMATION

Non-Residential Customer Payment Agreement - Continued

If Payments Are Not Made

If we do not receive the installment payments by the date you agree to make them along with payments of your regular bill by the "Due Date" date shown on the bill, we can cancel this agreement and require you to immediately pay the total amount owed on your account. However, the first time you fail to make a payment on time we will give you a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Thereafter, you may be sent a termination of service notice if payments are not made as agreed.

Sign And Return This Agreement

If we do not receive the signed copy of this agreement by the date specified as shown on Leaf No. 195, the agreement will not take effect. In addition, we will require you to pay the total amount due on your account. Failure to pay the amount due may result in termination of your service.

Late Payment Charges

Con Edison is authorized by the New York State Public Service Commission to assess Late Payment Charges (LPCs) on non-residential accounts. The charge is 1½% a month (19.56% per year) and is applied to all balances not paid by the "Due Date" date shown on the prior month's bill.

Request For Assistance

If you have additional questions, you may ask to speak with a Company supervisor who will be happy to review the situation with you. If you still have unresolved questions or if you disagree with the action being taken, you can request that the matter be referred to Con Edison's Executive Review Group. If you find our explanation unsatisfactory, you may write or telephone the Public Service Commission. The address is 400 Broome Street, New York, New York 10013.

(General Information - Continued on Leaf No. 198)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994

Issued by Raymond J. McCann, Executive Vice President and
Chief Financial Officer
4 Irving Place, New York, N.Y. 10003
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Residential Customer Payment Agreement

The Residential Customer Payment Agreement form will consist of paragraph (A) or (B) or (C) below, as well as the other sections set forth on Leaf Nos. 198, 199, and 200.

(For Use with the Standard Agreement)

(A) Important - A Turn Off Notice Is Still In Effect

Since you have not made payment or arranged for a payment agreement on account number________, we have arranged a deferred payment agreement for you so that your service will not be disconnected.

(For Use with a Negotiated Agreement for Accounts with a Pending Disconnect Action)

(B) Important - A Turn Off Notice Is Still In Effect

Thank you for arranging a deferred payment agreement with us on account number__________.
As long as you make payments on time for amounts owed your service will not be disconnected.

(For Use with a Negotiated Agreement for Accounts without a Pending Disconnect Action)

(C) Thank you for arranging a deferred payment agreement with us on account number _________.

Sign And Return This Agreement

Please review the terms on the attached agreement form and, if you agree, sign and return one copy, along with the required downpayment amount by ___________. If you are unable to pay these terms, you should not sign this agreement. Instead, please call us or come to our business office. Since a turn-off notice is still in effect on your account, failure to meet the above guidelines or pay the total amount due may result in termination of service.

Important Payment Agreement Information

This agreement must be fair and based on your ability to pay. If you can show financial need, alternate terms will be arranged. Depending on your circumstances, a downpayment may not be required and installments may be as low as $10.00 per month. This agreement can be changed if your ability to pay changes for reasons you cannot control. If a change is needed, please call us or come to our business office.

If you receive public assistance or Supplemental Security Income (SSI), you may be eligible for help in paying your utility bills. If so, you may want to call or visit your local Social Services Office.

(General Information - Continued on Leaf No. 199)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

Residential Customer Payment Agreement - Continued

What Happens If Payments Are Not Made

If we do not receive the installment payments or your current bill payments, we can require you to pay the total amount owed on your account. Before service is turned off, a notice that allows 15 days to pay is mailed to the Customer.

Assistance

If you are unable to pay the terms of the agreement, or need help understanding or making this agreement, call us at ________.

If further help is needed, you may call the New York State Public Service Commission at ______, Monday through Friday between 8:30 A.M. and 4:30 P.M..

About This Agreement

This is an agreement offer by Con Edison to continue utility service to you, ________, as long as you make payments on time for amounts owed. We must receive this form, signed by you, with the applicable downpayment, by ________.

How Much Is To Be Paid

Account Balance ................................................................. $ ________
Deposit Amount ................................................................. $ ________
Total Amount of Agreement ................................................. $ ________

Terms of Agreement

The amounts owed will be paid in the following manner:

A Downpayment of $ ________ is due by ____________.
Installs of $ ________ are due by the ____________ th of each month.
A Final Payment of $ ________ is due by ____________.
In addition, current bills issued after ____________ are due upon receipt.

Issued by Raymond J. McCann, Executive Vice President and
Chief Financial Officer
4 Irving Place, New York, N.Y. 10003

Date of Issue: October 7, 1993    Date Effective: January 1, 1994
Level Billing Option

If your usage varies greatly from season to season and you would like to spread your energy payments evenly over a full year's period, check the box below. If you have any questions about the Level Billing Plan, call us at ____________. YES! [ ] I would like Level Billing.

Acceptance of Agreement

I have read, understand, and accept this agreement.

Your Signature __________________________________________ Date___________________________

(Customer)

One copy of this agreement, signed by you, along with the downpayment, must be received by Con Edison by __________ to avoid having your service turned off.

Con Edison agrees that the signature of the Customer makes this agreement binding on Con Edison and the Customer.

(General Information - Continued on Leaf No. 200-A)
IX - Application Forms - Continued

SERVICE AGREEMENT UNDER RIDER Y

This Agreement by and among Consolidated Edison Company of New York, Inc. (the Company) and ..........................................
.......................................................................................................{owner/occupant} (Customer) of property in the Borough or
Municipality of........................................, known as .................................................................(Service Location), and
............................................................................................................................................................(Owner, if Customer is not owner of Service Location) for service
at the Service Location pursuant to the terms and conditions set forth in Rider Y of the Company’s Schedule for
Electricity Service, P.S.C. No. 9 – Electricity (“Schedule for Electricity Service”), and incorporated by reference into the
Company’s Retail Access Rate Schedule, Economic Development Delivery Service (“EDDS”) Rate Schedule and the
PASNY No. 4 Rate Schedule, respectively, as the same may be amended or superseded from time to time. Customer
hereby makes application to the Company for such service (Rider Y Service).

If the Customer is not the owner of the premises, by executing this agreement, Owner agrees that the Company may
provide the Rider Y Service to the premises and Owner will provide space in its premises at no charge to the Company
and make such changes to its premises or allow Customer to make such changes as may be necessary to provide Rider
Y Service hereunder.

This agreement requires that service is to be taken at the Service Location beginning no later than the energization of
the facilities required to provide Rider Y Service hereunder. If Customer is not a direct purchaser of service, Owner must
be the customer for service under a service classification or rate schedule that allows redistribution to Customer, and
will be liable for the rates and charges for such service calculated in accordance with Section D of Rider Y.

Customer requests Rider Y Service for the following reason(s):

Customer shall take and pay for service in accordance with Rider Y of the Schedule for Electricity Service, the
corresponding Service Classification of the Company’s Retail Access rate schedule, and/or under another rateschedule
incorporating Rider Y by reference.

The Customer will be served under the following rate and rate schedule:

For purposes of this agreement, the Contract Demand, as defined under Rider Y, is.........................kilowatts.

The Standard Load Density, as defined under Rider Y, is....................... watts per square foot.

The Excess Facilities Amount, as defined under Rider Y, is $............................... 

The Customer Facility Cost Contribution, as determined under the provisions of Rider Y, is $......................... 

Customer shall pay the Customer Facility Cost Contribution to the Company in accordance with the following schedule:

(General Information - Continued on Leaf No. 200-B)
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

SERVICE AGREEMENT UNDER RIDER Y - Continued

In addition, in the event Customer requests modifications to the delivery service facilities determined by the Company to be required to provide service hereunder, any additional costs of such modifications, including engineering service costs, will be added to the Customer Facility Cost Contribution and will be payable to the Company in advance of construction.

Customer shall provide financial security for any difference between the Excess Facilities Amount and the Customer Facility Cost Contribution as follows:

- Amount:
- Type of financial security:
- Length of term of requirement for financial security:

The Company may modify the amount of the financial security required during the term of this agreement.

The term of service under this agreement is ..............................................

The delivery service facilities made available by the Company for service to the Customer hereunder are the property of the Company. The Company reserves the right at any time and from time to time to substitute other facilities that, in the Company’s judgment, will reasonably perform the same functions for which such delivery facilities were installed.

It is understood that this agreement may, with the approval of the Company, be assigned to a successor in interest to the Customer, a successor in occupancy of the premises, or the owner of the above premises for the same purposes subject, however, to the same terms and conditions. If the Customer leaves the Service Location without making an approved assignment of this agreement, the Company may treat this agreement as terminated, and the Customer will forfeit to the Company the amount financially secured under this agreement in accordance with Section G of Rider Y.

This agreement and the supply of facilities and service hereunder are subject in all respects to the provisions of the rate schedule(s) under which the Customer takes service, and to the rules, regulations, terms and conditions therein set forth, and to any amendments thereof which may be made hereafter, all of which are hereby referred to and made a part hereof. The supply of facilities, and the furnishing of service therewith, shall be subject in all respects to lawful orders, rules or regulations of the Public Service Commission or of any governmental body having jurisdiction, and the Company shall not be liable for any inconvenience or damage to the Customer or Owner, if different, from the discontinuance or change of its delivery service facilities or the service supplied therewith if such discontinuance or change be required by law or by lawful order, rule or regulation of any governmental body, or by any amendments duly made to the Company’s Schedule for Electric Service.

(General Information - Continued on Leaf No. 200-C)
GENERAL INFORMATION - Continued

IX - Application Forms - Continued

SERVICE AGREEMENT UNDER RIDER Y - Continued

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement on the dates indicated below.

Date ........................................ Name {Owner or, if not owner, Occupant}...........................................................................................................

By: (signature of authorized representative or agent).........................................................................................................................

Mailing address ......................................................................................................................................................................................

Date ........................................ Name of Owner if executed by Occupant ...................................................................................................

By: (signature of Owner’s authorized representative or agent)...........................................................................................................

Mailing address ......................................................................................................................................................................................

Date ........................................ Consolidated Edison Company of New York, Inc.

By: (signature of authorized representative).................................................................................................................................