

PSC NO: 4 - Steam
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 01/01/2009

Leaf: 1
Revision: 0
Superseding Revision:

Superseding P.S.C. No. 3 - Steam

Consolidated Edison Company of New York, Inc.

SCHEDULE FOR STEAM SERVICE

Applicable in
The Borough of Manhattan,
City of New York

Subsequent Changes Will Be Effective as Shown on Individual Leaves

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PSC NO: 4 - Steam
 Consolidated Edison Company of New York, Inc.
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Leaf: 4
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Service Classifications as listed below:

<u>Service</u> <u>Classification</u> <u>No.</u>	<u>Applicable to</u> <u>(Territory or Area)</u>	<u>For</u> <u>(Service classified according to use or uses as</u> <u>shown on service classification leaves)</u>	<u>Leaf</u> <u>No.</u>
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GENERAL INFORMATION

1. Territory to Which the Rate Schedule Applies

The Borough of Manhattan, City of New York

2. Definitions and Abbreviations of Terms Used in This Rate Schedule

- The following abbreviations are used:

Btu - British thermal unit(s)

lb - or "pound" means a pound of steam

Mlb - 1,000 pounds of steam

MMlb - 1,000,000 pounds of steam

- **"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.
- **"Actual reading"** is a reading obtained by the Company from either the meter or a remote registration device attached thereto.
- **"Arrears"** are charges for which payment has not been made more than 20 calendar days after payment was due.
- **"Authorities"** include 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.
- **"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 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.
- **"Business day"** is any Monday through Friday when the Company's business offices are open.
- **"Company"** means Consolidated Edison Company of New York, Inc.
- **"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 tariffs, or the Company's written business procedures.
- **"Customer"** includes both a present consumer of and an applicant for the Company's steam service.

GENERAL INFORMATION - Continued

2. Definitions and Abbreviations of Terms Used in This Rate Schedule - Continued

- **“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.
- **“Delinquent non-residential Customer”** is a Customer who has made a late payment on two or more occasions within the previous 12 month period.
- **“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 three calendar days after the mailing of the bill.
- **“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.
- **“Meter”** means the steam metering device used by the Company to measure the service supplied to the Customer, including any equipment furnished by the Company as part of such metering device.
- **“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.
- **“Non-residential applicant”** is any person, corporation or other entity who has requested service under this Rate Schedule who is not a residential applicant.
- **“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.
- **“Payment”** is considered to be made on the date when it is received by the Company or one of its authorized agents.
- **“Point of service termination”** means the point at which the Company terminates its service line and the Customer begins his/her piping.

GENERAL INFORMATION - Continued

2. Definitions and Abbreviations of Terms Used in This Rate Schedule - Continued

- **“Rate Schedule,”** also sometimes referred to as the **“Tariff,”** means the Company's Schedule for Steam Service as filed with the New York Public Service Commission.
- **“Residential applicant”** is any person who requests steam service at a premises to be used as his or her 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.
- **“Residential Customer”** or **“Current residential Customer”** refers to any person who, pursuant to an application for service made by such person or a third party on his or her behalf, is supplied directly by the Company with steam service at a premises used in whole or in part as his or her residence where:
 - a. the Company's effective tariff specifies a residential rate;
 - b. service is primarily used for his or her 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 of such service is provided through a single meter to both units of a two-family dwelling.
- **“Rules,”** or **“Regulations,”** or **“Rules and regulations of the Public Service Commission,”** or **“16 NYCRR,”** or any combination thereof, refers 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.
- **“Seasonal Customer”** is a Customer who applies for and receives service periodically each year, intermittently during the year, or at other irregular intervals.
- **“Service”** or **“Steam service”** means the supply of steam provided by the Company.

GENERAL INFORMATION - Continued

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

- **“Service line”** means the pipes and equipment for delivering steam from the Company's distribution system to the piping system of the Customer's building or premises.
- **“Short-term or temporary Customer”** is:
 - a. a non-residential Customer who requests or receives service for a period of time up to two years; or
 - b. a residential Customer who requests or receives service for a period of time up to one year.
- **“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.

GENERAL INFORMATION - Continued

3. General Rules, Regulations, Terms and Conditions Under Which Steam Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Steam Service

3.1 How To Obtain Service

3.1.1 Applications

3.1.1.1 Applications may be made for service to a building or premises within 250 feet of a Company street steam main. The Company may require an applicant to provide reasonable proof of the applicant's identity as a condition of service. All applications for non-residential service shall be in writing. The Company may require an applicant for residential service to complete a written application and provide documentation in accordance with the 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 the subject to a final notice of termination;
- b. there is evidence of meter tampering or theft of service;
- 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 upon the appropriate application form set forth in General Information Section 10 of this Rate Schedule. Application forms may be obtained by mail on request to Con Edison, Steam Business Development, 4 Irving Place, New York, NY, 10003 or by accessing the form on the Company's website, www.coned.com/steam. All applications and the furnishing of service thereunder 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 Commission and any subsequently effective revisions thereof.

Upon the acceptance by the Company of a Customer's written application for service under any Service Classification, and 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 business 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 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.

GENERAL INFORMATION - Continued

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

3.1 How to Obtain Service – Continued

3.1.1 Applications – Continued

3.1.1.1 - Continued

Effective February 10, 1981, any new Customer requesting apartment house service will not be eligible for service under any other Service Classification.

3.1.1.2 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 Commission.
- c. The Company shall advise any applicant who submits an incomplete application, in writing and 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

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

3.1 How to Obtain Service – Continued

3.1.2 Residential Security Deposits

- a. Definition: The term “delinquent” for purposes of assessment of a deposit from a residential Customer shall mean a Customer who:
 - i. 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, provided that the Company requests such deposit within two months of such failure to pay; or
 - ii. had service terminated for non-payment during the preceding six months.
- b. 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.
- c. The deposit required from steam 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.
- d. 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.
- e. The Company shall not demand or hold a deposit from:
 - i. 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
 - ii. any Customer who is known by the Company to be a recipient of public assistance, supplemental security income, or additional state payments.

GENERAL INFORMATION - Continued

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

3.1 How to Obtain Service – Continued

3.1.2 Residential Security Deposits – Continued

- f. 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.

3.1.3 Non-Residential Security Deposits

- a. 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 a security deposit from an existing Customer:
 - i. who is delinquent;
 - ii. 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;
 - iii. who has filed for reorganization or bankruptcy; or
 - iv. 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 "i" or "ii" of this paragraph shall have the opportunity to pay in three installments: 50 percent down and two equal monthly payments of the balance.

- b. Deposit Calculation: The amount of a deposit shall not exceed twice the Customer's average monthly usage, except in the 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.

GENERAL INFORMATION - Continued

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

3.1 How to Obtain Service – Continued

3.1.3 Non-Residential Security Deposits - Continued

- c. **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.
- d. **Deposit Alternatives:** The Company shall accept deposit alternatives which provide a level of security equivalent to cash.
- e. **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.
- f. **Deposit Return:** The Company shall return a deposit or portion thereof, plus applicable interest, within 30 calendar days after: the account is closed; or 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 that a deposit reduction is warranted.

A deposit or portion thereof subject to return under the previous paragraph; shall be credited to the account it secured in the amount of any outstanding charges; may be credited to the account it secured in the amount of the next projected cycle bill; and 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.

GENERAL INFORMATION - Continued

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

3.1 How to Obtain Service – Continued

3.1.3 Non-Residential Security Deposits - Continued

- g. 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.

3.1.4 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 service until a reasonable time after such permits are granted. The Customer shall obtain, or cause to be obtained by his/her contractor or representative, and present to the Company for registration, all easements, rights-of-way, permits (excepting street permits), consents and certificates necessary to give the Company or its representatives access to his installation and equipment and to enable its service line to be connected therewith, or for other purposes in connection with the supply of service. No application will be deemed to be complete until all permits (excepting street permits), easements, rights-of-way, consents and certificates have been obtained by the Customer and presented to the Company for its registration.

GENERAL INFORMATION - Continued

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

3.1. How to Obtain Service – Continued

3.1.5 Prepayment for Extension or Reinforcement of Mains

Should an extension or reinforcement of the Company's mains be required to serve the Customer's premises, and two-years' estimated revenue from the Customer connected to such main be insufficient to justify the expenditure involved, the Customer will be required to make a prepayment covering the estimated cost of such main extension or reinforcement in excess of the estimated two-year revenue. Estimated revenue is the estimate of the total revenues from the Customer for service from such main extension or reinforcement, less revenues attributable to the Increase in Rates and Charges, less fuel adjustment revenues, and less the base cost of fuel, all as provided in this Rate Schedule. The estimated cost of construction will be based on the size of main required for the service requested but in no event on less than the estimated cost of an 8-inch main. The estimated cost of construction hereunder shall include, where applicable, the cost of a service line and service equipment. During the first ten years starting from the date when service is first supplied, the prepayment will be repaid to the Customer, without interest, in monthly installments equal to one-tenth of the amount of each bill for steam supplied to the Customer and to any other Customer connected to such main extension by a service. The unrefunded prepayment, if any, remaining at the expiration of the said ten-year period or at the end of a lesser period in the event that the use of steam is permanently discontinued at the Customer's premises will be retained by the Company. The Customer or Company may apply to the Public Service Commission for a ruling as to the necessity for, or reasonableness of, the prepayment required.

GENERAL INFORMATION - Continued

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

3.1. How to Obtain Service – Continued

3.1.5 Prepayment for Extension or Reinforcement of Mains - Continued

If a Customer who is required to make a prepayment meets the Company's credit standards, such Customer may alternatively enter into an agreement with the Company to make annual payments over a ten-year period. The first installment, payable prior to or upon the commencement of service, will be equal to the estimated cost of the main extension or reinforcement times the Company's weighted capital recovery factor. Each subsequent installment, payable on the anniversary of the commencement of service, will be equal to:

- a. the estimated cost of the main extension or reinforcement times the Company's weighted capital recovery factor, less
- b. one-tenth of the amount collected in bills over the preceding 12-month period for steam supplied to the Customer and to any other Customer connected to such main extension by a service.

On the tenth anniversary of the Customer's commencement of service, the Company will apply a credit to the Customer's account equal to one-tenth of the amount collected in bills over the preceding 12-month period for steam supplied to the Customer and to any other Customer connected to such main extension by a service. Should the use of the Company's service be terminated by the Customer for any cause or discontinued by the Company for cause as provided herein before the end of ten years, the Customer will be required to pay any remaining amount at the time of termination or discontinuance unless such Customer, with the approval of the Company, assigns the agreement to a successor Customer at the premises, subject to the same terms and conditions.

The capital recovery factor is computed as follows:

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

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

The Customer may retroactively be required to make a payment, subject to the provisions described above, if the Company determines subsequent to extending or reinforcing the Company's mains that the Customer did not provide sufficient revenue within two years of the extension or reinforcement to justify the expenditure involved for applications received on or after October 1, 2008.

GENERAL INFORMATION - Continued

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

3.1. How to Obtain Service – Continued

3.1.6 Temporary Service

When service is to be used at construction sites or in other non-permanent structures where the facilities installed to provide service will not be used for permanent supply, or where the use of service will be temporary for any reason, the Customer will be required to pay in advance to the Company a sum of money, as determined by the Company and endorsed upon the agreement for service, which shall be the estimated non-recoverable cost of furnishing and installing all facilities of the Company necessary to provide such service, and the removal thereof. The Customer shall not be relieved from his obligation to fulfill the term and minimum charge provisions of his agreement for service. The provisions of this Rate Schedule for refundable payments for main extensions and for Company service lines and service equipment shall not apply to the supply of temporary service.

3.1.7 Emergency Limitation Upon Service

The Company's offer to supply steam service and the supply of steam service, including extensions of mains and service lines, 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.

GENERAL INFORMATION - Continued

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

3.2 Company's Service Lines, Meters and Service Equipment

3.2.1 Service Lines

Within a reasonable time after acceptance by the Company of the Agreement for Service, the Company will install a service line to a point at the property line or suitable subsidewalk space, determined by the Company to be convenient and practicable. Where a basement wall or vault wall is located at such point, the Company will extend its service line through a sleeve provided and installed by the Customer in such wall to a point immediately inside the wall. The point to which the Company so extends its service line shall constitute the point of service termination.

Steam service will be supplied to the Customer's premises through a single service line, except where for reasons of Company economy, conditions on the Company's distribution system, improvement of service conditions, or volume of the Customer's requirements, the Company elects to install more than one service line.

The Company reserves the right to determine the location of any service line, and to avoid misunderstanding, the Customer before starting work shall consult the Company as to the exact location of the point of service termination.

3.2.2 Prepayment for Installation of Service Line and Furnishing of Service Equipment

Where the estimated cost to the Company of furnishing and installing the service line and of furnishing service equipment, or any part thereof determined by the Company to be required, exceeds the two-years' estimated revenue from the Customer, the Customer will be required to make a prepayment to the Company equal to such excess cost. Estimated revenue is the estimate of the total revenues from the Customer for service from such service line and service equipment, less revenues attributable to the Increase in Rates and Charges, less fuel adjustment revenues, and less the base cost of fuel, all as provided in this Rate Schedule. During the first ten years starting from the date when service is first supplied, the prepayment will be repaid to the Customer, without interest, in monthly installments equal to one-tenth of the amount of each bill for steam supplied to the Customer. The unrefunded prepayment, if any, remaining at the expiration of the said ten-year period or at the end of a lesser period in the event that the use of steam is permanently discontinued at the Customer's premises will be retained by the Company. The Customer or Company may apply to the Public Service Commission for a ruling as to the necessity for, or reasonableness of, the prepayment required. The Customer may retroactively be required to make a payment, subject to the provisions described above, if the Company determines subsequent to furnishing and installing the service line and furnishing the service equipment that the Customer did not provide sufficient revenue within two years of the installation to justify the expenditure involved for applications received on or after October 1, 2008.

GENERAL INFORMATION - Continued

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

3.2 Company's Service Lines, Meters and Service Equipment - Continued

3.2.3 Reimbursement by the Customer

Should the Customer refuse to accept steam service after making application therefor, the Customer shall reimburse the Company for any cost or expense that the Company may have incurred in making the service available.

3.2.4 Change in Location of Existing Service Facilities

Any change requested by the Customer in the point of service termination or location of the service pipe, provided such change is approved by the Company, will be made at the expense of the owner or occupant of the premises, who shall pay in advance the Company's estimated cost of such change.

3.2.5 Meters

The Company will determine the type, size, make and number of meters best suited to the service requirements. The Company will furnish and maintain such meters, including meter regulating valves, when required, but they shall be installed by the Customer at a location and in a manner specified by the Company.

3.2.6 Service Equipment

The Company will furnish and maintain, when required in accordance with the Company's specifications, the following service equipment on the service side of the meter:

- a. Service traps
- b. Sediment strainers
- c. Steam separators
- d. Steam pressure regulators

The Customer shall install all service equipment in a manner specified by the Company.

GENERAL INFORMATION - Continued

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

3.2 Company's Service Lines, Meters and Service Equipment - Continued

3.2.7 Company Property

The service line, meters and service equipment furnished by the Company, as specified herein, shall remain the property of the Company, and will be maintained by the Company.

The Customer shall be responsible for the safekeeping of the Company's property on his premises. No person, except a duly authorized employee of the Company, shall be permitted to break or replace a Company seal or lock, or to alter or interfere with the operation of a meter or its connections, a steam meter regulating valve, steam pressure regulator, or any other item of service equipment furnished by the Company.

3.3 Customer's Piping and Equipment

3.3.1 Customer Property

The Customer shall provide suitable space, acceptable to the Company, for the proper installation, inspection, protection and maintenance of the Company's meters and service equipment, which space shall be as near the point of service termination as practicable. The Customer shall furnish, install and maintain all facilities required for his utilization of service including service stop valves, meter stop valves, primary and secondary service pressure reducing valves, meter supports, and all piping between the point of service termination and the Customer's utilization equipment. Where such facilities are associated with the delivery and measurement of service, they shall be installed and maintained in a manner specified by the Company. Where electrical supply is required for the operation of the Company's meters or meter regulating valves, the Customer shall furnish and install all wiring and equipment necessary to provide such supply (except meters, relays and meter regulating valves), but the Company will make the final connection of such wiring to its electric service. All pipe connections shall be installed subject to the Company's final approval before steam is turned on, and the Customer shall adapt his equipment and otherwise provide for the proper utilization of the Company's service. The Customer shall furnish, install and maintain suitable equipment for cooling of condensate to a temperature not exceeding 150 degrees F, and suitable pipe connections for the discharge of all condensate to the sewer and shall comply with the rules and regulations of the Board of Fire Underwriters, the Department of Water Supply, Gas and Electricity of the City of New York, and any other proper authorities.

GENERAL INFORMATION - Continued

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

3.3 Customer's Piping and Equipment - Continued

3.3.2 Repairs

Except as otherwise provided herein, all repairs to piping and equipment shall be made by the Customer, and he/she shall maintain the piping and equipment in the condition required by the authorities having jurisdiction and by the Company. The Customer shall give immediate notice to the Company of any leakage or escape of steam.

3.3.3 Changes in Customer's Requirements

The Customer shall give the Company reasonable advance notice of intention to materially increase or decrease his/her load. Changes and alterations to provide proper metering in such cases shall be governed by the requirements applying to new installations.

3.3.4 Adequacy and Safety of Installation

The Company shall not be required to supply steam 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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing

3.4.1 Measurement of Steam Service

Except as otherwise provided in this Rate Schedule, bills will be based upon the registration of the Company's meters equated to 125 pounds initial gauge pressure, where applicable.

3.4.2 Testing of Meters

At such times as the Company may deem proper, or as the Public Service Commission may require, the Company will test its meters and measuring devices in accordance with the standards and bases prescribed by the Public Service Commission.

3.4.3 Access to Premises

- a. The Company's duly authorized representatives shall have the right of access to all of the Company's property on the premises of the Customer and on all other premises, with respect to which the Customer has secured easements or consents as provided in General Rule 3.1.4 hereof, at all reasonable times for the purpose of installing the service line, inspecting, protecting, maintaining and replacing, where necessary, its service line, meters, service equipment and load testing equipment, removing its property, or any other proper purpose. The service stop valve and meter stop valves shall be operated only by authorized personnel of the Company, except that the service stop valve and meter stop valves may be closed by the Customer in an emergency, but in no event shall they be opened by the Customer after shut off. The Company shall be notified immediately of such shut off. The Company's representative, if requested, shall exhibit his written authority.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing - Continued

3.4.3 Access to Premises – Continued

b. Inspection and Examination of Company Apparatus

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. However, in non-emergency situations, entry to the premises of a residential Customer 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:

- i. a request contained in a service application pursuant to the rules of the Public Service Commission;
- ii. a reasonable Customer request;
- iii. the issuance of a field inspection order in accordance with an automatic Company bill review program;
- iv. notification from any reasonable source that service may not be correctly metered; or
- v. a directive by the Commission or its authorized designee.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.4 Meter Reading and Billing Period

Thirty days is considered a month for billing purposes. In the ordinary course of business, meters are scheduled by the Company to be read and bills are rendered monthly (approximately 30 days). The Company prepares such schedules in advance. The Company reserves the right to read meters and render bills at any other interval of time. 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.

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.

3.4.5 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 on the basis of the number of elapsed days divided by 30.

3.4.6 Backbills

The Company shall not backbill a non-residential Customer:

- a. 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;
- b. 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;
- c. 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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.7 Estimated Bills

The Company may render an estimated bill for a regular cycle billing period only when:

- a. the Company has failed to obtain access to the meter(s);
- b. 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;
- c. 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;
- d. circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
- e. 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;
- f. an estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;
- g. an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
- h. an unmetered condition was in existence during the period.

3.4.8 No Access Procedure - Non-Residential Accounts

- a. The Company shall provide no access notices for non-residential accounts when the bill has been estimated pursuant to General Rule 3.4.7.a or 3.4.7.b commencing with:
 - i: the fourth consecutive estimated bill; or
 - ii: the tenth consecutive bill based on a remote registration device or a Customer reading.
- b. 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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.8 No Access Procedure - Non-Residential Accounts- Continued

- c. The series of no access notices shall be as follows:
 - i. 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.
 - ii. 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.
 - iii. 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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.9 No Access Procedure - Residential Accounts

- a. After the Company has rendered a maximum of four consecutive estimated monthly bills to a residential Customer, the Company shall seek to obtain an actual meter reading for the next billing period by various means. The Company may 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 Customer's landlord, his building agent or the building superintendent, the Company shall request such information from the Customer.
- b. After the Company has rendered a maximum of six consecutive estimated 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 \$25 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 \$25 may be added to the next bill of the person who controls access to the meter.
- c. 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 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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.10 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, by telephone, electronically, 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 backbills 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 provisions 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.

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

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.11 Deferred Payment Agreements

The Company will offer any eligible customer or applicant a deferred payment agreement as required by 16 NYCRR Section 1.10 for residential Customers and 16 NYCRR Section 3.5 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 form set forth in the Residential Customer Payment Agreement, and to non-residential Customers on the form set forth in the Non-Residential Customer Payment Agreement, in General Information Section 10 of this tariff.

a. Residential Customers

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.

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.

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.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.11 Deferred Payment Agreements - Continued

a. Residential Customers - Continued

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.

Entering the Agreement: The copy of the written agreement must be signed by the Customer and returned to the Company along with any required down-payment 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.

Renegotiating Agreements: If a Customer or applicant demonstrates that his or her financial circumstances have changed significantly because of circumstances beyond his or her control, the Company will amend the terms of the agreement to reflect such changes.

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 and with General Rule 3.7 of this Rate Schedule.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.11 Deferred Payment Agreements - Continued

b. 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 of 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.

3.4.12 Levelized Payment Plans

The Company shall offer a levelized payment plan to its Customers at least annually, except for the following non-residential Customers:

- a. those with less than 12 months of billing history at the premises or seasonal, short-term or temporary Customers;
- b. 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; and
- c. those whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

GENERAL INFORMATION - Continued

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

3.4 Metering and Billing – Continued

3.4.12 Levelized Payment Plans - Continued

The Company may only remove a non-residential Customer from its levelized payment plan if the Customer becomes ineligible under subparagraph “a”, “b”, or “c” 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.

3.4.13 Interest On Customer Overpayments

The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 435 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 steam 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 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.

GENERAL INFORMATION - Continued

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

3.5 Notices

a. Notices to and from the Company

Any notice to the Company under any agreement shall be delivered to it in writing and not otherwise. Bills shall be deemed presented and other notices duly given 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.

b. Notice of Change in Ownership or Occupancy of Premises

Immediately upon the sale, lease or other change in occupancy of the Customer's premises affecting the rendering of bills or the giving of notices, the Customer shall give notice to the Company of such change together with the name and address, if known, of the successor in occupancy of such premises.

c. Notice to Turn On or Shut Off Service

The Customer shall give the Company five days' prior written notice to turn on steam service. The Customer shall give the Company similar notice to shut off steam service; otherwise, charges in accordance with the Agreement for Service will be continued.

GENERAL INFORMATION - Continued

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

3.6 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 judgement, such action will prevent or alleviate the emergency condition.

b. 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, mains, pipes, appliances, or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

c. 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 steam or from the presence or operation of the Company's structures, equipment, mains, pipes, appliances, or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

d. 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.

GENERAL INFORMATION - Continued

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

3.7 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:

- i. if the Customer fails to pay amounts due under a deferred payment agreement;
- ii. if the Customer fails to pay a lawfully required security deposit;
- iii. 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 the 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;
- iv. 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 six 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
- v. 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 discontinuation of service by the Customer prior to the end 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 Customer charge guaranteed under such agreement for the remainder of the term thereof.

GENERAL INFORMATION - Continued

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

3.7 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 charges or charges payable by the former Customer for the remainder of such term:

- i. 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
- ii. 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:

- i. Residential Customers in accordance with applicable Public Service Commission rules.
- ii. 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 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 five days after personal service or eight days after mailing of a final notice of termination of service.

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 not 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.

GENERAL INFORMATION - Continued

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

3.7 Termination of Service - Continued

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:

- i. an emergency may threaten the health or safety of a person, the surrounding area, or the Company's generation, transmission, or distribution systems;
- ii. there is a need to make permanent or temporary repairs, changes, or improvements in any part of the system;
- iii. there is a governmental order or directive requiring the Company to do so; or
- iv. it finds service being supplied through tampered equipment, provided that the Company has complied with the Public Service Commission's rules for the termination of services 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 Part 13 of 16 NYCRR. Among other matters, these rules deal with the time and form of notice, physical termination of service, multiple and two-family dwellings, persons receiving welfare assistance and special procedures for medical emergencies, the elderly, blind or disabled and during cold weather.

GENERAL INFORMATION - Continued

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

3.8 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 the 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. 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.

3.9 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 a residential Customer account.

3.10 Charge for Replacing a Damaged Meter and/or Associated Equipment

A Customer will be charged \$900 if the meter and/or associated equipment was damaged because the Customer did not exercise reasonable care or if the meter and/or associated equipment was damaged due to tampering.

GENERAL INFORMATION - Continued

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

4.1 Special Services at Stipulated Rates

4.1.1 Definitions

The following definitions apply, where specified, to special services performed at stipulated rates:

The term "After Hours" refers to any time other than Business Hours.

The term "Business Hours" refers to the hours of 7:30 a.m. to 3:00 p.m., Monday through Friday, excluding Holidays.

The term "Holidays" refers to the following:

- a. Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Labor Day, Columbus Day, Thanksgiving, and the day after Thanksgiving; and
- b. New Year's Day, Independence Day, Veterans Day, and Christmas, except that if the date falls on a Saturday, the "holiday" will be considered to be the preceding Friday, and if the date falls on a Sunday, the holiday will be considered to be the following Monday.

4.1.2 Services

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 service performed during periods encompassing both Business Hours and After Hours will be charged at the After Hours rate. The charges shown are inclusive of the Percentage Increase in Rates and Charges, unless otherwise specified.

- a. Temporary Disconnection of Service and Reconnection of Such Service

There will be a charge for each temporary disconnection of service and for each reconnection of such service requested by a Customer. The charge will be \$315.00 for a disconnection or reconnection during Business Hours and \$356.00 for a disconnection or reconnection begun or completed After Hours.

GENERAL INFORMATION - Continued

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

4.1 Special Services at Stipulated Rates - Continued

4.1.2 Services - Continued

b. Historical Usage and Billing Information

A statement of the account's usage and billing information, if available, will be provided at a Customer's request at a charge of \$15.00 per year of information from two to not more than six years from the date of the request. There will no charge for a statement of usage and billing information for up to the most recent 24 months.

c. Investigation at the Premises

There will be a charge if the Company visits a premises at the Customer's request to investigate a leak, pressure condition, or other problem, and the Company determines that there is a problem with the Customer's piping and/or equipment. The charge will be \$318.00 for an investigation during Business Hours and \$364.00 for an investigation begun or completed After Hours.

d. Steam Repairs and Other Services

Upon a Customer's request, the Company will perform steam repair services as set forth below. The charge for each service is inclusive of the cost of materials, handling, and labor.

<u>Service</u>	<u>Charge during Business Hours</u>	<u>Charge After Hours</u>
Replace 300 # flange valve (1" to 4")	\$1,400.00	\$1,504.00
Repair/replace trap and associated equipment	\$ 554.00	\$ 593.00

GENERAL INFORMATION - Continued

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

4.1 Special Services at Stipulated Rates - Continued

4.1.2 Services - Continued

d. Steam Repair Service - Continued

Services performed in conjunction with the above work:

<u>Service</u>	<u>Charge during Business Hours</u>	<u>Charge After Hours</u>
Remove asbestos gasket	\$ 148.00	\$ 153.00
Pick up material from a Company storeroom	\$ 318.00	\$ 364.00

If the Company, at the Customer's request, agrees to perform a service other than one described above, the Customer will be charged for the following:

- i. Materials Charge: Materials at fair market price plus sales tax and 14.5% for handling, plus the applicable Percentage Increase in Rates and Charges.
- ii. Labor Charge: Hourly rate per employee of \$132.00 during Business Hours and \$152.00 After Hours. Labor hours will be inclusive of travel time.

A Customer who wants to obtain pulse signals from the Company's demand meter will be charged based on the above Materials and Labor Charges for the Company to inspect the Customer's equipment for compliance with the Company's specifications, and, if approved by the Company, to interconnect that equipment to the Company's flow computer that is attached to the meter.

The Company has the right to refuse a job if conditions are found to be unsafe, hazardous, or beyond its capabilities.

The Company will send the Customer a bill upon completion of the service(s). Payment is due within 30 days of the issue date of the bill. A late payment charge of 1½ percent per month will be applied to overdue bills.

The Company will guarantee its work for 90 days, except there will be no guarantee on repairs of valve packing leaks and on repairs of leaks which have damaged the sealing surfaces of the components being repaired.

GENERAL INFORMATION - Continued

5. Other Charges and Adjustments

5.1 Rate Adjustment Clause

Pursuant to the Order of the Public Service Commission (the "Commission"), dated June 25, 2009, in Case 09-M-0114, \$6 million per year of the Company's revenue requirement shall be recovered pursuant to a rate adjustment clause mechanism, subject to refund pending the Commission's audit and review of the Company's contract-related capital, O&M, and related expenditures as set forth in the February 12, 2009 Order in Case 09-M-0114. The portion of the rates and charges shown in each Service Classification that comprise this rate adjustment clause mechanism will be shown on the Statement of Rate Adjustment Clause filed apart from this Rate Schedule. This portion of the Company's revenue requirement will continue to be recovered in this manner until such time as the Commission determines otherwise.

5.2 Temporary State Assessment Surcharge

As directed in the Public Service Commission's Order, dated June 19, 2009, in Case 09-M-0311, the Company will implement surcharges for each 12-month period commencing July to collect any Public Service Law 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. 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 surcharge will be allocated to each steam Service Classification ("SC") based on the class contribution to the Company's total steam revenues, including fuel adjustments and gross receipts taxes, and will be collected on a monthly basis as follows:

- (a) SCs 1 2, and 3 per Mlb;
- (b) SC 4 per Mlb/hour of Contract Demand; and
- (c) SC 5 per unit in effect under the Customer's otherwise applicable SC.

The unit amount to be collected per SC will be shown on the Statement of Temporary State Assessment Surcharge (the "Statement") that is filed with the Public Service Commission apart from this 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.

GENERAL INFORMATION - Continued

6. Provisions Hereof Subject to Termination, Change or Modification

This Rate Schedule and the Service Classifications, rates, general information, rules, regulations, terms and conditions, forms of agreement, forms of lease, 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, forms of agreement, forms of lease, riders, and other provisions, contained in this Rate Schedule and in any revised leaf thereof including Agreements for Service.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request)

RIDER A
PREPAYMENT FOR EXTENSION OR REINFORCEMENT OF MAINS
(Applicable to Service Classification Nos. 1, 2, 3, 4 and 6)

Whereas an extension or reinforcement of the Company's mains is required to serve the Customer's premises, as set forth under General Rule 3.1.5, and the two-years' estimated revenue from the Customer connected to such main is insufficient to justify the expenditure involved, the Customer hereby agrees to pay to the Company, before the work is begun, the sum of \$..... to cover the estimated cost of such main extension or reinforcement in excess of the estimated two-year revenue. Estimated revenue is the estimate of the total revenues from the Customer for service from such main extension or reinforcement, less revenues attributable to the Increase in Rates and Charges, less fuel adjustment revenues, and less the base cost of fuel, all as provided in this Rate Schedule. The estimated cost of construction will be based on the size of main required for the service requested but in no event on less than the estimated cost of an 8-inch main. The estimated cost of construction hereunder shall include, where applicable, the cost of a service line and service equipment. During the first ten years starting from the date when service is first supplied, the prepayment will be repaid to the Customer, without interest, in monthly installments equal to one-tenth of the amount of each bill for steam supplied to the Customer and to any other Customer connected to such main extension by a service. The unrefunded prepayment, if any, remaining at the expiration of the said ten-year period or at the end of a lesser period in the event that the use of steam is permanently discontinued at the Customer's premises will be retained by the Company. The mains and service lines at all times shall remain the property of the Company.

Buildings or parts of buildings included in this Rider _____

Executed by:
Customer Name _____

Customer Signature _____

Company _____

Date _____

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

**RIDER B
PREPAYMENT FOR INSTALLATION OF SERVICE LINE AND FURNISHING
OF SERVICE EQUIPMENT
(Applicable to Service Classification Nos. 1, 2, 3, 4 and 6)**

Whereas the furnishing, installing and connecting of a service line and the furnishing of service equipment, as set forth under General Rule 3.2.2, or any part of such installation, as determined by the Company, are required to serve the Customer's premises, and the estimated cost to the Company of such installation exceeds an amount equal to two-years' estimated revenue from the Customer, the Customer hereby agrees to pay to the Company, before the work is begun, the sum of \$..... to cover the estimated amount of such excess cost. Estimated revenue is the estimate of the total revenues from the Customer for service from such service line and service equipment, less revenues attributable to the Increase in Rates and Charges, less fuel adjustment revenues, and less the base cost of fuel, all as provided in this Rate Schedule. During the first ten years starting from the date when service is first supplied, the prepayment will be repaid to the Customer, without interest, in monthly installments equal to one-tenth of the amount of each bill for steam supplied to the Customer. The unrefunded prepayment, if any, remaining at the expiration of the said ten-year period or at the end of a lesser period in the event that the use of steam is permanently discontinued at the Customer's premises will be retained by the Company. The service line, meters, and service equipment furnished by the Company, as specified in the Company's Rate Schedule, shall remain the property of the Company.

Buildings or parts of buildings included in this Rider _____

Executed by:
Customer Name _____

Customer Signature _____

Company _____

Date _____

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

**RIDER C
CONJUNCTIONAL BILLING
(Applicable to Service Classification Nos. 1, 2, 3, 4 and 6)**

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.

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are under a common ownership of public record in the name of the Customer or are under a common leasehold of public record in the name of the Customer for not less than a five-year term, the steam supplied to such buildings or parts of buildings will be totaled for the purpose of determining the amount of the bill which such Customer shall receive for service, provided:

- a. The buildings or parts of buildings are not more than 100 feet apart; or
- b. 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
- c. 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
- d. The buildings or parts of buildings are connected by the Customer's own steam distributing system which has been approved by the State, municipal and insurance authorities having jurisdiction.

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 steam service 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 that he will forthwith notify the Company thereof in writing and agrees that his application and its acceptance for the Company shall become null and void.

Buildings or parts of buildings included in this Rider _____

Executed by:
Customer Name _____

Customer Signature _____

Company _____

Date _____

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

**RIDER D
INTERCOMMUNICATING BUILDINGS
(Applicable to Service Classification Nos. 1, 2, 3, 4 and 6)**

Service under the provisions of this Rider is available only to a Customer who was taking service under a Rider D 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.

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are under a common ownership of public record in the name of the Customer or are under a common leasehold of public record in the name of the Customer and are intercommunicating by means of at least one door or passageway permitting a person to pass from any one building to another and that the said buildings or parts of buildings are operated as a single property, the steam supplied to such buildings or parts of buildings will be totaled 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 steam service 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 that he will forthwith notify the Company thereof in writing and agrees that his application and its acceptance for the Company shall become null and void.

Buildings or parts of buildings included in this Rider _____

Executed by:
Customer Name _____

Customer Signature _____

Company _____

Date _____

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER E NEGOTIATED STEAM FUEL COST (Applicable to Service Classification Nos. 2 and 3)

Service is being offered under this Rider to provide a Customer with the option to obtain a fixed price for a portion of the steam fuel costs for which the Customer is responsible. Such fixed price will help reduce volatility in the Customer's fuel costs but can be lower or higher than the actual monthly market price.

Prior to the winter heating and summer cooling periods, the Company will establish an "open season" during which Customers will have a one-time option to fix the steam fuel cost for a portion of their requirements. Customers will be advised in advance of the "open season" of the period for which the fixed price steam fuel cost is being offered ("Fixed Cost Period") and the maximum volume of steam for which the Customer may authorize the Company to obtain a fixed fuel cost. Any Customer interested in participating will notify the Company by returning a signed base agreement that stipulates the monthly volume of steam for which the Customer authorizes the Company to obtain a fixed fuel cost on the Customer's behalf and the method for confirming acceptance of the fixed cost (e.g., fax or e-mail). The Company will then notify all Customers that have executed base agreements with the Company of the fixed cost that has been established; the types and quantities of fuel, if any, that the Company will purchase on behalf of each Customer; the market price indices to be applied in the event of a credit for unused fuel (as described below); and the time frame within which the Customer may accept the Company's offer to provide steam at that cost for the volume stated in the Agreement. To accept the Company's offer, a Customer must notify the Company pursuant to the method established under its base agreement within the time frame specified by the Company.

A Customer taking service under this Rider will pay the fixed cost for fuel, in lieu of the average cost of fuel, for the agreed-upon volume of steam. Such fixed price will include all fuel related costs (e.g., including storage and handling) and transaction costs. The Customer will pay all rates and charges applicable under the Customer's Service Classification exclusive of the Fuel Adjustment but inclusive of (1) the Annual Adjustment that is part of the Monthly Adjustment component of the Fuel Adjustment, (2) the New York City sewer use charges that are contained in the Special Monthly Adjustment component of the Fuel Adjustment, and (3) the difference between the agreed-upon cost and the base cost of fuel, which difference may be a credit or a debit.

Any steam usage in excess of the agreed upon volume will be served under the rates and charges of the Customer's Service Classification, inclusive of the Fuel Adjustment as described in General Information Section 8. In cases where the Company actually purchases fuel on behalf of the Customer and the Customer uses less than the agreed upon volume of steam, the Customer will receive a credit for fuel associated with such lesser amount equal to the lower of the fuel cost incurred by the Company when the fuel was purchased or the market value of the unused fuel.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER E - Continued NEGOTIATED STEAM FUEL COST

Customers taking service under this Rider will be permitted to aggregate their steam purchases both within a single Customer having multiple steam accounts and among Customers each having one or more steam accounts, provided that there is a single entity, acceptable to the Company, which accepts financial responsibility for all applicable Customer accounts. Such entity shall be required to separately identify the fixed volume of steam to be provided to each steam account as well as the volume of steam to be provided in aggregate each month.

Service under this Rider will commence on the Customer's first scheduled meter reading date following the onset of the Fixed Cost Period. The additional rules, regulations, terms and conditions in the General Information Section of this Rate Schedule are applicable to and made a part of all agreements for service under this Rider, to the extent not inconsistent with the provisions of this Rider, the Customer's Service Classification, or the terms of any individually-negotiated agreement.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

Rider F - Demand Response Pilot Programs (Applicable to Service Classification Nos. 2, 3 and 4)

A. Applicability

To a Customer who takes service under SC 2 Rate II, SC 3 Rate II, SC4 Rate III, or SC 4 Rate IV and agrees to provide Load Reduction when Load Reduction Periods (“LRP”)s are called by the Company.

B. Eligibility

Service under this Rider is limited to a maximum of twelve Customers in the Winter Pilot Program and twelve Customers in the Summer Pilot Program for an aggregate maximum Load Reduction of 120 Mlb/hr in each respective pilot program. Customers who participate under this Rider must provide their Contracted Load Reduction (“CLR”) of at least 2 Mlb/hour and no more than 10 Mlb/hour during all hours of all LRPs. Customers cannot aggregate load on multiple accounts to meet eligibility requirements under this Rider.

Customers taking service under Special Provision D or Special Provision E of SC 2 or SC 3 are not eligible to participate in the Summer Pilot Program. Customers taking service under Rider G are not eligible to participate in either the Winter or Summer Pilot Program. Customers served under this Rider cannot incorporate, as part of their Load Reduction measures: (1) switching to electric chillers during an electric demand response period called either by the New York Independent System Operator or by Con Edison under the terms of the Company’s Schedule for Electricity Service; or (2) switching to gas boilers during a natural gas interruption or curtailment period as prescribed under the Company’s Schedule for Gas Service. Customers taking service under this Rider are responsible for ensuring that their participation under this Rider will not cause them to violate any governmental regulations.

The Winter Pilot is in effect from January 1, 2012 through March 31, 2012 (“first winter period”), and from November 1, 2012 through March 31, 2013 (“second winter period”). The Summer Pilot is in effect from April 1, 2012 through October 31, 2012. This Rider terminates on midnight March 31, 2013, except for purposes of billing, payment and other administrative matters related to Customer participation during the pilot periods.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

Rider F - Demand Response Pilot Programs - Continued

C. Definitions

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

“CLP” means the Customer Load Peak in Mlb/hr (rounded to the nearest 0.1 Mlb/hr) for each participant, as determined by the Company for the LRP, based on the most recent three years of valid historical hourly peak demand and the weather profile during the LRP using Dry Bulb Temperature, Dew Point Temperature, Cloud Cover, Light Intensity, and Wind Speed, with the result adjusted downward by 5%.

“CLR” means the Contracted Load Reduction in Mlb/hr that the Customer contracts to provide during all hours of all LRPs. The CLR must be at least 2 Mlb/hr and no more than 10 Mlb/hr.

“Holiday” for purposes of this Rider refers to the following: (a) Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Labor Day, Columbus Day, Thanksgiving, and the day after Thanksgiving; and (b) New Year’s Day, Independence Day, Veterans Day, and Christmas, except that if the date falls on a Saturday, the “holiday” will be considered to be the preceding Friday, and if the date falls on a Sunday, the holiday will be considered to be the following Monday.

“Load Reduction” refers to demand (Mlb/hr) ordinarily supplied by the Company to the Customer that is reduced by the Customer. The Load Reduction provided during the LRP will be measured as being the Customer’s CLP (Mlb/hr) less the maximum hourly demand (Mlb/hr rounded to the nearest 0.1 Mlb/hr) registered during the LRP, but not less than zero. The Company may estimate interval data if actual meter data is not available for all time intervals or the Company has good cause to believe a reading obtained for a time interval is likely to be erroneous.

“LRP” refers to the five-hour period weekdays, excluding Holidays, for which the Company requests Load Reduction. An LRP may be called based on the projected weather conditions, the planned maintenance of a steam generating unit, or the unexpected outage of a steam generating unit. For example, an LRP will be called during the Winter Pilot Program if the Company expects that the steam peak load the following day will be at least 96% of the forecasted steam system winter peak demand. An LRP may also be called during either the Winter Pilot Program or during the Summer Pilot Program if the Company identifies opportunities to test the performance of the DR Pilot Program. An LRP will be called under the Winter Pilot Program during the five-hour period 6 a.m. to 11 a.m. An LRP will be called under the Summer Pilot Program during the five-hour period designated by the Company. The Company will designate no more than five LRPs during each winter period of the Winter Pilot Program and no more than five LRPs during the Summer Pilot Program.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

Rider F - Demand Response Pilot Programs - Continued

D. Application

Applications for service under this Rider must be made electronically or in writing upon the application form set forth on www.coned.com/steam. Completed applications will be evaluated, on a first come, first served basis, based on the Company's assessment of reduction potential, Customer capability to participate, and available demand measurement tools (e.g., detailed facility logs). For a Customer to participate under this Rider, the Company must have three years of valid winter and/or summer demand data for the Customer's premises, sufficient to determine the Customer's CLP.

The Company will accept applications for the Winter Pilot Program through December 23, 2011, and applications for the Summer Pilot Program through March 1, 2012. The Company, in its sole discretion, may accept applications after the deadline for either the Winter or Summer Pilot Program if the program is not fully subscribed.

Each application must state the Mlb/hr of CLR that the Customer contracts to provide during all hours of all LRPs called during the Winter Pilot Program and/or Summer Pilot Program. The application must also state an authorized representative and an alternate representative (and their associated phone and facsimile and/or e-mail contact information) who will be available twenty-four hours a day, seven days a week, to receive advance notification of an LRP. The Customer may prospectively adjust its CLR: (1) once during the term of each winter period in the Winter Pilot Program and (2) once during the term of the Summer Pilot Program.

E. Notification by the Company and Required Response

(1) The Company will provide notification to the Customer's representative or alternative representative designated on the Customer's application form at least 24 hours in advance of the commencement of an LRP. Notice during the Summer Pilot Program will also specify the five-hour time period for which the Customer is required to provide Load Reduction.

(2) Participation by the Customer is required during all hours of all LRPs called by the Company.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

Rider F - Demand Response Pilot Programs - Continued

F. Payments Made During Each Pilot

(1) One-Time Payment

A Customer will receive a one-time payment of \$2,000 for each winter period in which they enroll under the Winter Pilot Program. Customers enrolled in the Summer Pilot Program will receive a one-time payment of \$1,000.

(2) Refund

If twice during the second winter period of the Winter Pilot Program or twice during the Summer Pilot Program, a Customer provides less than 2 Mlb/hour of Load Reduction during the hour of the Customer's maximum registered demand during the LRP, such Customer will be required to make prompt repayment to the Company of any one-time payment that was made to such Customer. If, based on the Company's review of the Customer's detailed operating information and/or logs, the Company believes that the Customer had a legitimate reason for such nonperformance, the Company may, in its sole discretion, waive the application of this refund provision.

(3) Payment for Participation during LRPs

The Customer will receive payment for performance during each LRP, provided the Company can verify that the Customer provided at least 80 percent of the CLR, but no less than 2 Mlb/hour of Load Reduction, during the hour of the maximum registered demand during the LRP.

For performance during an LRP, the payment amount is equal to (a) \$40 per Mlb/hr (b) multiplied by the actual Load Reduction provided (rounded to the nearest 0.1 Mlb/hr) during the hour of the maximum registered demand, but no more than the lower of 10.0 Mlb/hour or 120 percent of the CLR, (c) multiplied by five hours.

Payments will be posted as credits to the Customer's account.

PSC NO: 4 - Steam
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 12/23/2011
Issued in compliance with order dated 12/16/2011 in Cases 09-S-0794 and 09-S-0029

Leaf: 49.5
Revision: 1
Superseding Revision: 0

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

Rider F - Demand Response Pilot Programs - Continued

G. Data Review

The Company reserves the right to review records and/or operations of a Customer related to the Pilot Program(s). To properly quantify the demand reduction achieved, establish repeatability of results, determine applicability across the broader customer base, and verify net cost benefits and impacts of the actions taken, participating customers must agree to provide operating information after each LRP as to: (1) the conditions that existed at the Customer's premises prior to, during, and after such event; (2) the specific actions undertaken by the Customer to control its demand; and (3) the measured effects of change in the performance of the premises and comfort level of its occupants.

H. Demand Response Operating Procedure

Service under this Rider is also subject to the provisions of this Rate Schedule. In addition, all Customers taking service under this Rider shall be subject to the requirements set forth in the Company's Requirements for Steam Demand Response Program ("Steam DR Procedure"), as the same may be amended, modified, or superseded from time to time. Changes to the Steam DR Procedure shall become effective thirty days after providing notice of such changes to the Staff of the Department of Public Service ("Commission Staff") and all Customers participating under this Rider. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than 30 days' notice. In the event of a conflict between the Steam DR Procedure and the Rate Schedule, the Rate Schedule shall govern. The Steam DR Procedure is available at www.coned.com/steam.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program

A. Applicability

For the purchase of steam by the Company from a Customer that has a Combined Heat and Power ("CHP") facility on its premises connected to the Company's steam system and whose primary purpose is to provide power, heating, and lighting to such premises. To participate under this Rider, the CHP facility must be a natural gas-fueled cogeneration facility that utilizes the Company's firm gas service for the delivery of gas supply to the CHP facility and captures the heat waste as a byproduct of electric production. The Customer must be billed under SC 4 for its back-up/supplementary service or isolated from the Company's steam system for its on-site steam requirements.

B. Eligibility and Term of Service

Service under this Rider is limited to a maximum of five participants for an aggregate steam export of no more than 50 Mlb/hr. A Customer participating under this Rider must contract to make available, upon request by the Company, a maximum steam export quantity in Mlb/hr ("Maximum Export Quantity") of no less than 2 Mlb/hr and no more than 40 Mlb/hr year round.

The Company will purchase up to 110 percent of the Maximum Export Quantity from each Customer participating under this Rider, except: (1) when the Company's Energy Dispatcher determines that there is a low system load condition, operational transient, or contingency; (2) to preserve steam system operating integrity; or (3) during an emergency event on the steam system (i.e., a situation that threatens the health and safety of a person, the surrounding area, or the integrity of the Company's distribution system).

A Customer participating under this Rider may submit a written request to the Company to prospectively change its Maximum Export Quantity. The Company, in its sole discretion, may accept or reject the change, provided no change will cause the aggregate maximum participation to exceed 50 Mlb/hr.

Customers taking service under the Demand Response Pilot Program (Rider F), operating a boiler-only plant (i.e., a boiler that is not associated with a CHP unit), or operating a CHP unit not associated with a host load in a building are not eligible to take service under this Rider.

The CSS Pilot Program commences January 1, 2012. Each participant will have a minimum term of service of five years under this Rider, terminable by the Customer at any time after one year of service under this Rider upon thirty days' prior written notice and by the Company in accordance with law or the provisions of this Rate Schedule. The Company may petition the Commission to terminate service under this Rider: (1) to any participant who has been served under this Rider for a term of five years and/or (b) to all participants on or after December 31, 2018, whether or not one or more participants have completed a five-year term under this Rider, because continuation of the program is no longer in the best interests of the Company's steam Customers.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

C. Application

Applications for service under this Rider must be made electronically or in writing upon the application form set forth at www.coned.com/steam. Each application must contain the Customer's Maximum Export Quantity, which must be established by a professional engineer retained by the Customer.

The Company will evaluate completed applications for service under this Rider on a case-by-case basis as received. Due to the need to ensure that the Customer Sited Supply Pilot Program works in a safe and reliable manner, the Company's evaluation and acceptance of an application will include consideration of the following criteria:

- a. the effect of the CHP facility's interconnection on the safety and integrity on the Company's steam system, e.g., pressure, temperatures, steam quality, and flow rates;
- b. the availability of Customer-generated steam, e.g., the CHP facility's installation date, plant capacity, on-site needs, supply profile, location, and participation in electric demand response programs;
- c. the operating profile of the CHP facility, e.g. dispatch parameters, estimated/actual Equivalent Forced Outage Rate Demand ("EFOR'd"), fuel flexibility, unit efficiency, and unit reliability;
- d. the Maximum Export Quantity (Mlb/hr) specified in the Customer's application for participation under this Rider; and
- e. the design of the CHP facility and its ability to comply with the Company's interconnection requirements specified in the Customer Sited Supply Operating Procedure ("CSS Procedure").

The Company will notify applicants as to whether they are accepted to participate under this Rider, and, if selected, the Maximum Export Quantity approved by the Company. Selected applicants must confirm their agreement to participate, either electronically or in writing, within 10 business days after receipt of the Company's notice.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

D. Dispatch Requirements

To participate under this Rider, the Customer must comply with the requirements of the CSS Procedure, including, but is not limited to:

- a. complying with daily dispatch orders issued by the Company's Energy Dispatcher;
- b. operating the CHP facility to make the Maximum Export Quantity available at the request of the Company's Energy Dispatcher;
- c. obtaining advance permission from the Company's Energy Dispatcher before the CHP facility comes on- or off-line or for changes to its steam sendout flow, except in an emergency;
- d. providing the Company with no less than five days' advance notice of the Customer's request to conduct a maintenance outage;
- e. providing the Company with no less than one year's advance notice of the Customer's request to conduct a planned outage, including providing a six-month update of the finalized outage scope and duration; and
- f. maintaining communications with the Company's Energy Control Center through a dedicated phone line answerable by the Customer 24 hours a day, 7 days a week.

The Company may prevent a Customer from delivering steam to the Company's steam system if any of the following conditions occur:

- a. The Customer's steam does not comply with the Company's specifications as set forth in either the Rate Schedule or the CSS Procedure;
- b. The Customer's steam becomes a supply management risk, such as, but not limited to, providing erratic deliveries that could over-pressurize the Company's steam system;
- c. the Company determines that there is (i) a low system load condition, operational transient, or contingency, (ii) the need to preserve steam system operating integrity, or (iii) an emergency event on the steam system;
- d. The Customer's CHP facility is no longer operated to supply the Customer heating and power needs at its premises;
- e. The Customer is not receiving service under SC 4 but uses the Company's steam system to back-up or supplement steam from the CHP unit at its premises; or
- f. A prolonged failure or multiple failures in the remote communications equipment prevents the Company from measuring the Customer's steam parameters and monitoring its steam purity and quality.

If the Company permanently isolates the Customer from delivering steam to the Company's system, the Customer will be required to pay the Company for the actual costs incurred by the Company to effectuate the isolation.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

E. Interconnection Charges

In addition to the charges described in General Information Sections 3 and 4, Customers participating under this Rider shall be subject to the following charges for interconnection costs:

- a. A charge for the reasonable costs of providing service under this Rider, including but not limited to costs, as applicable, for the steam interconnect pipe and equipment, steam system reinforcement, isolation equipment, metering, and associated piping, incurred by the Company directly related to the installation of the facilities deemed necessary by the Company to permit the provision of service under this Rider, to the extent such costs are in excess of the Company's cost responsibility had the Customer taken firm service under SC 2 or SC 3, as applicable. All such facilities will remain the property of the Company.

The Customer may pay for the foregoing interconnection costs either: by paying in full prior to the commencement of service under this Rider; or by paying at least 25 percent of the interconnection costs prior to the commencement of service under this Rider and arranging with the Company to pay over not more than a five-year period the balance of such interconnection costs plus interest at the unadjusted Customer deposit rate in effect at the time a payment plan is agreed upon with the Company. The Company may require a Customer to provide adequate security for the payment of the balance of the interconnection costs due the Company under the payment agreement. All payments of incremental interconnection costs are non-refundable.

- b. An annual charge equal to 10 percent of the total capital costs of interconnection, to cover ongoing costs such as property taxes and operation and maintenance expenses. The annual charge is payable by the Customer once a year on the anniversary date that the first payment was made under this Rider. If elected by the Customer in writing, the Customer may instead pay the annual charge in monthly installments equal to one-twelfth of the annual charge.

F. Customer's Equipment

In accordance with the CSS Procedure, the Customer will be required to install and maintain, at its own expense, equipment capable of providing for: (1) real-time and local remote communication, measurement, and monitoring of the Customer's steam parameters (i.e., steam flows, pressure, temperature, select chemistry parameters, and alarms) and associated communication feedback between Customer location and Company's Energy Dispatcher; and (2) sampling of the Customer's steam.

PSC NO: 4 - Steam
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 12/23/2011
Issued in compliance with order dated 12/16/2011 in Cases 09-S-0794 and 09-S-0029

Leaf: 49.10
Revision: 1
Superseding Revision: 0

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

G. Metering

The Company will install a demand measuring device of a type approved by the Public Service Commission for the determination of 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. The integrated demand is the average of the pounds of steam use occurring in a 30-minute period, which average, if used continuously for 30 minutes, would produce the pounds of steam actually consumed during such period.

If a Customer takes service under this Rider and SC 4, service must be contracted for separately and metered separately under each.

H. Payments to be Made by the Company

The Company will make payments to a Customer for the hours of operation directed by the Company's Energy Dispatcher equal to the steam export quantity registered on the meter for each hour up to 110 percent of the Customer's Maximum Export Quantity. The quantity to which the payment rate will be applied will be converted to a Btu equivalent, assuming a fixed heat rate of 1,200 Btu/lb. The payment rate will be equal to the average of the last three days of the prior month's Henry Hub natural gas prices (as traded on the New York Mercantile Exchange), plus delivery basis to the City Gate.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program – Continued

I. Charges to be Paid by the Customer

The Customer will be required to pay a Customer Charge (per month) and a Contract Demand Charge (per Mlb per hour of the Contract Demand in each monthly billing period) based on the rate that would otherwise be applicable if the Customer did not have an alternative source of supply.

A Customer's Contract Demand under Rider G shall be set equal to the Maximum Export Quantity. No change will be made to the Contract Demand if, on one occasion, the maximum demand registered on the Customer's meter exceeds the Maximum Export Quantity. However, if the maximum demand exceeds the Maximum Export Quantity more than once, the maximum demand registered on the meter will become the new Contract Demand starting with that month and will continue thereafter. A Customer whose Contract Demand exceeds its Maximum Export Quantity may request that the Contract Demand be prospectively lowered to the Maximum Export Quantity, and the Company may, in its sole discretion, grant such a request, if the Customer can demonstrate, based on an engineering analysis submitted to the Company, that steam-generating equipment is removed or load limiting equipment is installed, so that the Customer cannot export more than the Maximum Export Quantity. If the maximum demand registered on the meter exceeds the Maximum Export Quantity more than twice, the Company, at its sole discretion, may terminate the Customer's participation under this Rider.

When service is taken under this Rider and under SC 4 through the same service connection: (a) the Customer Charge will be waived under this Rider; and (b) the Contract Demand Charge under this Rider shall apply only to the Contract Demand in excess of the Contract Demand billed under SC 4.

PSC NO: 4 - Steam
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 12/23/2011
(See Postponement Supplement Nos. 4 and 5)

Leaf: 49.12
Revision: 1
Superseding Revision: 0

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

I. Charges to be Paid by the Customer - Continued

Rate I

Applicability: To Customers who would otherwise be served under Rate I of Service Classification Nos. 2 and 3.

	Customer Charge (per Month)	Contract Demand Charge (per Mlb/hour of Contract Demand)
SC 2	\$3,850.24	\$730.29
SC 3	\$2,799.56	\$793.39

Rate II

Applicability: To Customers who would otherwise be served under Rate II of Service Classification Nos. 2 and 3.

	Customer Charge (per Month)	Contract Demand Charge (per Mlb/hour of Contract Demand)
SC 2	\$6,262.10	\$1,058.06
SC 3	\$2,285.77	\$1,002.04

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

I. Charges to be Paid by the Customer - Continued

The foregoing rates and charges shall apply to all steam service 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.

Customers will be responsible to pay the above monthly charges so long as the Customer continues to take service under this Rider, including periods during which the Customer is conducting a maintenance outage or planned outage. A Customer whose service is discontinued for non-payment of charges may be allowed to participate in the future, at the sole discretion of the Company. If the Company exercises its discretion to allow the Customer to participate, such Customer will be required to pay the monthly contract demand charge and the monthly customer charge for each month that service was discontinued.

Customers will also be subject to all other charges and adjustments as explained in General Information Section 5, including the applicable Increase in Rates and Charges as explained in General Information Section 9 and shown on the related Statement. The Fuel Adjustment, as explained in General Information Section 8, will not apply to service under this Rider.

J. Customer Sited Supply Operating Procedure

Service under this Rider is also subject to the provisions of this Rate Schedule. In addition, all Customers taking service under this Rider must comply with the requirements set forth in the CSS Procedure, as the same may be amended, modified, or superseded from time to time. Changes to the CSS Procedure shall become effective thirty days after providing notice of such changes to the Staff of the Department of Public Service ("Commission Staff") and Rider G participants. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than 30 days' notice. In the event of a conflict between the CSS Procedure and the Rate Schedule, the Rate Schedule shall govern. The CSS Procedure is available at www.coned.com/steam.

GENERAL INFORMATION - Continued

7. Service Classification Riders (Available on Request) - Continued

RIDER G - Customer Sited Supply Pilot Program - Continued

K. Data Review

Participating Customers must agree to provide operating information, as defined in the CSS Procedure, as to: (1) monthly steam purity summary results; (2) performance test results, submitted at minimum semi-annually; and (3) daily dispatch availability logs. Participants must agree to provide performance information on a time-of-day basis, including steam volumes, outage rates, heat rates, and emissions data, subject to appropriate confidentiality protection at the Customer's request.

L. Liability

Service under this Rider is subject to the following provisions in addition to the provisions in General Information Section 3.6:

To the extent the operation of the Customer's CHP plant or the participation of the Customer in this Rider causes an emergency event on the steam system, or jeopardizes the integrity of the Company's steam system or damages or causes harm to any person or to the property of the Company or a third party, the Customer will be liable to the Company and will indemnify and hold the Company harmless for all damages (including without limitation incidental, consequential, special, punitive, exemplary, direct, and indirect damages, and economic costs), related costs and expenses and third party claims. The Company shall not be liable to the Customer for any damages to the Customer, persons or property (including without limitation incidental, consequential, special, punitive, exemplary, direct, and indirect damages and economic costs), related costs and expenses and third party claims caused by or arising out of the Customer's operation of its CHP facility or participation in this Rider.

Each Customer is responsible for determining that the operation of its CHP facility under this Rider will be in conformance with any applicable governmental regulation. Each Customer is also responsible for ensuring that its participation under this Rider will not cause it to violate any governmental regulations and will be solely responsible for all costs associated with regulatory compliance.

M. Termination From Pilot Program

Failure of the Customer to pay any of the charges specified hereunder, when due, or comply with the terms and conditions of this Rider and the CSS Procedure may be cause for termination of participation under this Rider.

N. For general rules, regulations, terms and conditions under which service will be supplied by the Company, see the General Information Sections to this Rate Schedule.

O. The following Riders may be applied to this Rider: A, B, C and D.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel

8.1 Monthly Adjustment

The rates under all Service Classifications shall be subject each month to a charge or credit when the average cost of fuel increases or decreases from a specified base cost. Such charge or credit will be determined by subtracting the base cost of fuel from the sum of:

- a. the product of the average cost of fuel and the sendout for the 12 month period ending with the month of computation divided by the sales for the 12 month period ending with the month of computation; and
- b. the uniform per unit charge for storage and handling as described in Section 8.3.

The cost of fuel in providing one thousand pounds of steam for Company Customers refers hereunder to the total of the monthly weighted average cost of fuel alongside as burned by the Company plus the contractual variable cost of steam purchased from others for resale, including Brooklyn Navy Yard Cogeneration Partners, L.P. ("BNYCP") charges set forth below under the paragraph entitled "BNYCP Adjustments" and purchases under Rider G.

At the end of each October, the Company will compare actual expenses incurred for fuel used by the Company plus the contractual variable cost of steam purchased from others for resale (including BNYCP charges as described under the paragraph entitled "BNYCP Adjustments" and purchases under Rider G) over the 12-month period ending September 30 to the total of:

- a. the amount recovered through the base cost of fuel over the 12-month period ending September 30;
- b. the amount recovered through the Monthly Adjustment over the 12-month period ending October 31;
plus
- c. fuel revenues recovered from Rider E customers.

Any under-collections or over-collections will be reflected in the Monthly Adjustment, expressed to the nearest tenth of a cent, over the subsequent 12 months beginning in December. Surcharge or credit amounts shall bear interest at the rate prescribed by the Commission on unamortized balances.

The Monthly Adjustment shall be subject each month to the adjustments set forth below under the section entitled "Annual Adjustment." The Monthly Adjustment will also be subject to adjustments set forth below under the sections entitled "Special Monthly Adjustments." The Monthly Adjustment shall be expressed to the nearest tenth of a cent.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel -Continued

8.2 Base Cost of Fuel

The base cost of fuel under all Service Classifications is composed of the following:

- a. a charge of 1004.90 cents for each Mlb of steam used by the Customer, plus
- b. the per unit equivalent, as determined on a monthly basis, of fuel costs collected through the Customer Charge.

The per unit equivalent will be expressed on the basis of cents per Mlb of steam used by the Customer and will be calculated by multiplying (1) fuel cost revenues collected through the Customer Charge divided by sendout for the month of computation by (2) sendout for the 12-month period ending with the month of computation divided by sales for the 12-month period ending with the month of computation.

8.3 Average Cost of Fuel

The weighted average cost of fuel will be determined monthly by dividing the cost of coal, oil, gas, and other fuel incurred by the Company (excluding storage and handling costs as described below) plus the contractual variable cost of steam purchased from others for resale including BNYCP charges and credits and purchases under Rider G, by the sum of the number of pounds of steam produced by such fuel and the number of pounds of steam purchased from others for resale. The average cost of fuel includes the costs of 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). If applicable, the average cost of fuel will also include the recovery of purchases of Regional Greenhouse Gas Initiative allowances and credits to customers of proceeds from the sale of such allowances.

Alongside, as used herein, means alongside the Company's generating stations, or alongside leased plants, or alongside the storage yard, wherever the Company accepts delivery of the coal or other fuel from the supplier or transportation agency. The alongside costs include:

- a. cost of coal at the mine or of other fuel at the point of delivery by the vendor;
- b. transportation from the mine or point of delivery by the vendor to alongside the generating station or storage yard;
- c. New York City compensating use tax, the Federal transportation tax and other similar taxes;
- d. cargo insurance and uninsured cargo losses on barge, collier or tanker deliveries;
- e. unloading, handling and reloading at the storage yard;
- f. transportation from storage yard to alongside generating stations; and
- g. license fees imposed under Article 12 of the Navigation Law entitled "Oil Spill Prevention, Control and Compensation."

Alongside, costs do not include:

- a. demurrage or damage to barges, colliers or tankers;
- b. unloading or handling at generating stations; and
- c. interest and taxes on fuel in storage or on property and equipment used for storage of fuel.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel - Continued

8.3 Average Cost of Fuel – Continued

Storage and Handling Costs

Commencing with the annual period beginning with the first billing cycle date of October 1998, storage and handling costs will be collected through a uniform monthly per unit charge that will be calculated prior to the beginning of each annual period by dividing the projected storage and handling costs to be recovered over the annual period by the corresponding projected sales, expressed to the nearest tenth of a cent. Such unit amount will be included in the calculation of the Monthly Adjustment as described in Section 8.1.

At the end of each annual period beginning with the 12 months commencing with the first billing cycle date of October 1998, the Company will compare the actual amount recovered to the actual incurred storage and handling costs to be recovered and any over/undercollection will be reflected through an adjustment over the subsequent 12-month period starting with the first November billing cycle date of each year.

BNYCP Adjustments

Effective October 1997, when the operating conditions of the steam system require the Company to convert BNYCP steam energy to electric energy to the benefit of the steam system rather than the electric system, the contractual premium, if any, paid for the electric energy, which is expressed as the excess, if any, of the variable steam price over the variable electric price will be recovered through the steam fuel adjustment on a monthly basis, starting with the first November 1997 billing cycle, as follows:

- a. The kWh of electric energy resulting from the conversion will be computed by dividing the lbs of converted steam energy by the contractual steam conversion factor.
- b. The excess, if any, of the variable price of steam energy over the variable price of electric energy will be determined by subtracting (i) the product of the kWh of electric energy produced by the conversion and the contractual variable electric price from (ii) the product of the Mlb of steam converted and the contractual steam variable price.
- c. The resulting difference, if positive, will be recovered through the monthly steam fuel adjustment.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel - Continued

8.4 Special Monthly Adjustments

The following charges and credits will be reflected in the Monthly Adjustment, expressed in cents per Mlb of steam:

- a. any common costs of the 74th Street and 59th Street steam stations allocated to electric that are not being recovered through a charge to electric rates, to the extent not already reflected in steam base rates;
- b. New York City sewer use charges, when incurred;
- c. any tariff-based charges for electricity used at steam generating stations, to the extent such costs are not already recovered in steam base rates, unless the amounts are deferred for later recovery pursuant to Commission order;
- d. any net revenue losses associated with the reduction of steam load supplied by the Company to a Customer under this Rate Schedule when such a Customer becomes a third-party supplier of Steam under Service Classification No. 6;
- e. purchased water and water chemical costs used for the production of steam commencing October 2007, recovered on a one-month lag;
- f. the costs for the consultant(s) to study thermal efficiency/losses pursuant to the Commission's Order in Case 07-S-1315 and Case 09-S-0794;
- g. all program costs not recovered in rates, inclusive of incentives that may be paid to customers, and incentives that may be earned by the Company, for the steam energy efficiency programs that may result from the Steam Energy Efficiency Program collaborative established in Case 07-S-1315;
- h. the Steam system's allocable share of Clean Air Act Section 185 fees pursuant to the Commission's Order in Case 09-S-0794; and
- i. all Rider F program costs not recovered in rates, inclusive of payments to Customers, and, upon approval by the Commission: (i) Rider G program costs (except for the cost of purchased steam recovered pursuant to General Information Sections 8.1, 8.3, and 8.5.1) and (ii) lost revenues associated with Rider F and Rider G.

At the end of each October, actual expenses related to Special Monthly Adjustments over the 12-month period ending September will be compared to the amount recovered through the Special Monthly Adjustment over the 12-month period ending October. Any under-collections or over-collections will be reflected in the Special Monthly Adjustment, expressed to the nearest tenth of a cent, over the subsequent 12 months beginning in December. Surcharge or credit amounts shall bear interest at the rate prescribed by the Commission on unamortized balances.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel - Continued

8.5 Annual Adjustment

8.5.1 At the end of each 12-month period beginning with the 12 months ending September 30, 2005, the annual steam system variance will be determined by subtracting sales for the annual period from sendout produced by the Company and purchased from others for resale for the same corresponding annual period. Commencing with the 12-month period ending September 30, 2011, if the variance exceeds 4,200 MMlb in any annual period, the Company will recover 90% of the variance-related fuel costs in excess of 4,200 MMlb, provided, however, that its unrecovered variance-related fuel costs will not exceed \$5 million. If the variance is less than 3,900 MMlb in any annual period, the Company will credit Customers with 90% of the variance-related fuel cost savings less than 3,900 MMlb, provided, however, that the Company will retain no more than \$5 million. Fuel costs associated with the exceedance or savings relative to the target variance amounts will be computed by multiplying (1) the difference between the variance and the target MMlb amount by (2) actual expenses incurred for fuel used by the Company plus the contractual variable cost of steam purchased from others for resale (including BNYCP charges as described under the paragraph entitled "BNYCP Adjustments" and purchases under Rider G) for such annual period divided by the total MMlb sendout. The Company will recover from or credit to customers 100% of the variance-related fuel costs or savings associated with the variance above 4,200 MMlb or below 3,900 MMlb that exceeds \$5 million in any annual period. For the 12-month period ending September 30, 2010, the variance bands are 4,541 MMlb and 4,322 MMlb instead of 4,200 MMlb and 3,900 MMlb respectively.

Surcharge or credit amounts shall bear interest at the rate prescribed by the Public Service Commission on unamortized balances. The surcharge or credit will be applied monthly over the 12-month period starting with the first November billing cycle date of each year commencing 2005.

8.5.2 The Annual Adjustment surcharge or credit shall be shown separately on the monthly Fuel Statement for the 12 months ending October. At the end of each 12-month period, the actual amount to be collected or credited through the fuel adjustment will be compared to the actual amount collected or passed back. If the reconciliation is greater than plus or minus .5 percent, an adjustment will be made in a subsequent month.

GENERAL INFORMATION - Continued

8. Adjustment of Rates Related to Changes in the Cost of Fuel - Continued

8.6 Fuel Statement

The rate adjustments per Mlb of steam as determined above shall be effective during the succeeding billing month after the month for which the average cost shall have been determined and shall continue in effect until changed.

Not less than 3 days prior to any change in the rate adjustment per Mlb of steam resulting from this provision for adjustment of rates related to changes in the cost of fuel, a statement showing the base cost of fuel, the present average cost of fuel, the date at which and the period for which the average was determined, a summary of the rate adjustments to be applied to the fuel adjustment, and the amount of adjustment per Mlb of steam, together with the period such rate adjustment per Mlb of steam will remain in effect, will be duly filed with the Public Service Commission, apart from this Rate Schedule. The adjustment amounts will also be shown on the Company's website.

GENERAL INFORMATION - Continued

9. Increase in Rates and Charges

The rates and charges under all Service Classifications shall be increased to reflect the taxes imposed on the Company 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 steam 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.

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 City of New York. The Statement will reflect: the 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; a tax surcharge to recover the 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. The percentage increases will be applied to the Company's commodity revenues, revenues derived from transmission and distribution services, and the Company's other income.

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.

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. 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 shown on the Company's website.

GENERAL INFORMATION - Continued

9. Increase in Rates and Charges - Continued

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.

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE

Welcome! This is your application to Consolidated Edison Company of New York, Inc., for steam service. As a Con Edison steam customer, you agree to pay for the service supplied at the rates, charges, and terms of your service classification, and in accordance with the provisions of the Con Edison rate schedule for steam. Con Edison's rate schedule is changed from time to time, and our service will be supplied in accordance with the rate schedule as modified by such changes. The complete rate schedule may be viewed or downloaded at www.conEd.com/steam/steamrates.asp.

Read all questions carefully and answer them to the best of your knowledge. If you have any questions call us at 1-212-460-2011. Please print your answers and sign the application in Part 6.

Part 1 Account Information

Today's date ___/___/___ Account # 84 - _____ - _____ - _____ - ___

1a. Account name (name that should appear on the bill): _____

b. Do you do business under another name? Yes No
Name of business, if applicable: _____

c. As of what date are you responsible for this account? ___/___/___

d. Which area(s) are to be supplied with service? [e.g., entire building, tenant area (indicate location), etc.]

2a. Mailing address where we should send bills, if different from above.

Name _____
Street _____
City _____ State _____ ZIP _____ + 4 _____

b. Telephone Number: What is the telephone number for the account? Is there another telephone number where we can reach you?

On-location phone _____ Payment office phone _____
Fax _____ Cell phone _____
Contact name _____
E-mail address _____

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE - Continued

Part 1 Account Information - Continued

3. Access to steam meters. If access to our meter is controlled by another person, enter the contact information for the person who can provide access:

Name _____
Street _____
City _____ State _____ ZIP _____ + 4 _____
Phone _____ Cell phone _____

4. Have you authorized someone to act as your agent in making decisions about your steam service and payments on your account? Yes No If yes, please provide a copy of your authorization. Copy enclosed

Name and title of authorized agent _____
Address _____
City _____ State _____ ZIP _____ + 4 _____

5. Is your account being established by a corporation? Yes No

State of incorporation _____

6. Who are the principal officers, partners, or owners of your business? If you are an officer of the corporation applying for service, please provide your title. If your business is not a corporation, please state name of owners or names of partners:

a. Name _____
Home address _____
City _____ State _____ ZIP _____ + 4 _____
Title _____
Social Security # _____ - _____ - _____ Home phone _____
Cell phone _____ Fax _____
E-mail address _____

b. Name _____
Home address _____
City _____ State _____ ZIP _____ + 4 _____
Title _____
Social Security # _____ - _____ - _____ Home phone _____
Cell phone _____ Fax _____
E-mail address _____

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE - Continued

Part 1 Account Information - Continued

c. Name _____
Home address _____
City _____ State _____ ZIP _____ + 4 _____
Title _____
Social Security # ____ - ____ - _____ Home phone _____
Cell phone _____ Fax _____
E-mail address _____

Part 2 Other Account Information

1. Do you currently have a steam or other account with Con Edison? Yes No

Name of account _____	Name of account _____
Street _____	Street _____
City _____	City _____
Account # 84 _____	Account # 84 _____
Other acct. # _____	Other acct. # _____

2. If you do not currently have a steam or other account with Con Edison, have you had one in the past? Yes No

Name of account _____	Name of account _____
Street _____	Street _____
City _____	City _____
Account # 84 _____	Account # 84 _____
Other acct. # _____	Other acct. # _____

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE - Continued

Part 3 Service Classification - Important Information

The cost and benefits of service vary under different service classifications, so it is important that your account be properly classified at the time it is established. A general description of all our service classifications may be found in the Application for Steam Service — Information Page, included with this application. Con Edison relies on the information you provide to properly classify your account. If your information is inaccurate or incomplete, you may be subject to backbilling. If your use of service or equipment changes at any time, you must notify Con Edison immediately. The more you tell us about the kind of equipment you have and how you use it, the better we can assist you in determining whether you may be more economically served at a different rate. If you have any questions, you can refer to our rate schedule by viewing it on our Web site, www.conEd.com/steam/steamrates.asp, or speak to one of our representatives. Customers who would like to view or print the rate schedules or leaves in person may do so by calling 1-212-460-1216 to make the necessary arrangements.

For information about your rights and responsibilities as a customer, please refer to our *Rights and Responsibilities* pamphlet for nonresidential customers. If, however, you occupy a one- or two-family private residence, you are entitled to protections under the Home Energy Fair Practices Act (HEFPA) and should instead refer to our pamphlet for customers billed under residential or religious rates. Additional copies of either pamphlet are available upon request by calling 1-212-780-3963.

1. Steam information

- a. Check all intended uses of steam: Steam heating Steam air conditioning
 Steam water heating Steam process
- b. Is this the same equipment used by the previous occupant? Yes No
If yes, compare your expected usage to that of the previous occupant. Same More
 Less Don't know
- c. If no, why? _____

Will there be a change in:

- Hours of operation Yes No
- Type of business Yes No
- Type of equipment Yes No Don't know
- d. Do you plan to change any of the steam equipment in the building? Yes No
Do you plan to make any steam piping changes at this location? Yes No

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE – Continued

Part 3 Service Classification - Continued

2. Use of premises

How are (or will) the premises (be) used? Residential Nonresidential Both

3. The amount of steam you use and how you use it will generally determine the rate at which you will be billed. Which of the following describes your business or premises?

- | | | |
|--|------------------|-------------------|
| <input type="checkbox"/> Office building | # of floors ____ | # of tenants ____ |
| <input type="checkbox"/> Apartment building | # of floors ____ | # of tenants ____ |
| <input type="checkbox"/> Both | | |
| <input type="checkbox"/> Office building | # of floors ____ | # of tenants ____ |
| <input type="checkbox"/> Apartment building | # of floors ____ | # of tenants ____ |
| <input type="checkbox"/> One- or two-family private residence | # of floors ____ | # of tenants ____ |
| <input type="checkbox"/> Hotel | # of floors ____ | # of units ____ |
| <input type="checkbox"/> Hospital | | |
| <input type="checkbox"/> Other (e.g., restaurant, store, cleaners, church) | _____ | |

4. During the months from November to April, will you use an energy source other than steam purchased from Con Edison's steam system for any purpose, and also utilize Con Edison's steam for the same purpose?

Yes No

If yes, please indicate whether you plan to be a peak-period customer or an off-peak-period customer, as described under Service Classification No. 4 of Con Edison's steam tariff, and specify your contract demand, as described under Service Classification No. 4 (see Application for Steam Service - Information Page).

Peak-period customer Off-peak-period customer

Contract demand _____ (in Mlb per hour)

For company use:

Service classification determination _____

Deposit amount required \$ _____

Rider _____

GENERAL INFORMATION - Continued

10-A. APPLICATION FOR STEAM SERVICE - Continued

Part 4 Additional Information

1. Sales-tax status:

What is the sales-tax status of your business? Taxable Nontaxable Partially tax-exempt

If you claim exemption, attach the appropriate tax-exempt certification to this form.

- ST-119.1: New York State and Local Sales and Use Tax: Exempt Organization Exempt Purchase Certificate
- ST-120: New York State Department of Taxation and Finance: Resale Certificate
- ST-121: New York State and Local Sales and Use Tax: Exempt Use Certificate
- TP-385: Certification of Residential Use of Energy Purchases

2. Identification number:

Enter tax identification number (TIN) or, if you do not have a TIN,
provide your Social Security number: ____ - ____ - ____ - ____ - ____ - ____.

Part 5 Direct Payment

Please ask us about the Direct Payment Plan. It's a quick and easy way to pay your steam bill automatically.

Part 6 Signature

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:

Print name _____

Relationship to person responsible for account (e.g., proprietor, partner, corporate officer, agent, etc.) _____

Signature _____

Title _____

Date this application was made _____

To expedite the process, you can fax the completed forms to us at 1-212-473-2538. However, because we must have an original signature on file, we ask that each form be signed and mailed to the Steam Business Development group at Con Edison, 4 Irving Place, Room 1328, New York, NY 10003.

www.conEd.com/steam

GENERAL INFORMATION - CONTINUED

10-B. 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 nonpayment 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 is IMPORTANT INFORMATION, appearing on Leaf No. 65, 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 amount owed will be paid in the following way:

\$ _____ down payment is due by _____.
\$ _____ installments are due by _____ each _____
starting from _____ to _____.

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

Name (Typed or Printed) Title

Company Signature _____ Date _____

Name (Typed or Printed) Title

GENERAL INFORMATION - CONTINUED

10-B. Non-Residential Customer Payment Agreement - Continued

IMPORTANT INFORMATION

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 in this agreement, 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 1 1/2% 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 90 Church St., New York, NY 10007.

GENERAL INFORMATION - CONTINUED

10-C. Residential Customer Payment Agreement

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 amount owed. We must receive this form, signed by you, with the applicable down-payment, by _____.

How Much Is To Be Paid

Account Balance	\$ _____
Deposit Amount	\$ _____
Total Amount of Agreement.....	\$ _____

Terms of Agreement

The amount owed will be paid in the following manner:

- A Down-payment of \$ _____ is due by _____.
- Installments of \$ _____ are due by the _____ the of each month.
- A Final Payment of \$ _____ is due by _____.

In addition, current bills issued after _____ are due upon receipt.

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 down-payment, 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

10-C. Residential Customer Payment Agreement - Continued

(A) *(For Use with the Standard Agreement)*

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.

(B) *(For Use with a Negotiated Agreement for Account with a Pending Disconnect Action)*

Important--A Turn Office 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.

(C) *(For Use with a Negotiated Agreement for Accounts Without a Pending Disconnect Action)*

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.

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.