

7. SERVICE TO ESCOs

7.1. Operating Agreement

Any ESCO desiring to serve retail access customers will enter into an Operating Agreement with Con Edison in the form provided in Appendix 4. A Direct Customer will enter into an Operating Agreement with Con Edison in the form provided in Appendix 3. ESCOs and Direct Customers must also satisfy the terms and conditions of NYISO tariffs as applicable.

7.2. Services to ESCOs

7.2.1. The Company will:

1. assign an account number to the ESCO.
2. for meters controlled by Con Edison, provide to ESCO for the current billing cycle customer hourly usage information for customers who have interval meters, and billing determinants for customers who do not have hourly meters. This information will be provided when the data is acceptable to the Company for billing.
3. upon ESCO request, provide interval data more than once a month for a charge stated in the Retail Access Schedule.
4. provide usage data to the NYISO.
5. provide ESCOs acting as the customers' Billing Agent with copies of mandatory bill inserts, including the "Summary of Customer Rights Notice" and the "Annual Gas Safety Notice", emergency utility service telephone numbers for distribution to customers, and a single point of contact to enable ESCOs to respond to customer inquiries.
6. upon ESCO request, in accordance with HEFPA, suspend and/or reconnect delivery service to residential customers or two-family dwellings billed on consolidated bills or to multiple dwellings.
7. provide ESCOs terminating service pursuant to HEFPA for non-payment of charges on consolidated bills with a calculation of the amount the Company would have charged the Customer had the Customer purchased commodity from the Company. The Company will accept ESCO requests by electronic mail only. The Company will cease to provide this service once its self-service bill calculation facility becomes available.

7.2.2. Additional Services

Con Edison will offer ESCOs other services. Services provided without charge are billing and usage history up to 24 months for each customer, encyclopedia of current load shapes, listing of the ESCO's customers electronically by the 5th calendar day of each calendar quarter as of the 1st calendar day of the quarter, monthly sales data once a month, current billing cycle data for each retail customer account where Con Edison controls the meter, and billing support data for Con Edison bills to ESCOs. Other services provided by Con Edison, for which Con Edison will impose a charge, include, but are not limited to, separating dual-

service (electric-gas) accounts into 2 accounts, furnishing extraordinary data requested by ESCOs with respect to specific customers, and any other services that may be prescribed by the PSC with respect to billing, including but not limited to consolidated utility billing services. The fees for these services are stated in the Retail Access Schedule.

“Extraordinary data” is customer usage interval information provided more than once per month or other than on cycle where Con Edison controls the meter and any other available customer information not explicitly described above.

7.2.3. Communications between Con Edison and ESCOs

Communications between Con Edison and ESCOs shall be performed electronically, by either EDI transactions sets or other electronic formats.

7.3. Financial Security

For Billing Agency arrangements, Con Edison has the right to require every ESCO acting as Billing Agent to provide and maintain financial security in the amount of the Company’s credit exposure in a form acceptable to Con Edison. Other terms and conditions of financial security will be as provided in the UBP.

7.3.1. Application of Security

Unless the ESCO remits customer payments due Con Edison within 5 days of notice by the Company, the Company may apply to customer accounts the security posted in connection with Billing Agency.

If the Company applies any security amount, the ESCO must restore the security amounts to the original level within 5 days.

The Company may apply the security posted by an ESCO without prior notice if the ESCO files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the ESCO) or for any reason an ESCO ceases to provide service to its customers under this plan.

If an ESCO fails to transmit any customer payment, and if the retail access customer provides Con Edison with satisfactory proof of having made payment to the ESCO, Con Edison will apply a portion of the ESCO’s security to the customer’s account as described above. Except as provided in the preceding sentence, Con Edison will take regular credit action against any customer with respect to an account on which payment is not made to Con Edison, by the customer directly or through its Billing Agent, in accordance with the terms of its Schedule for Electricity Service and Retail Access Rate Schedule.

7.4. Invoices

In accordance with Section 7 of the UBP, invoices will be issued to ESCOs monthly for extraordinary customer data provided on request (over and above the information provided without charge), meter-related charges, adjustments to prior invoices, CUBS billing service charges, and other services provided on request.

7.5. ESCO Inquiries

All inquiries concerning invoices, arrears, payments, or financial security should be directed to retailaccess@coned.com or

Con Edison
Retail Choice Operations
4 Irving Place – 9th Floor
New York, New York 10017
Attention: Section Manager

7.6. Complaint Procedure for Anti-Competitive Claims

Any ESCO or customer of Con Edison that believes that Con Edison has violated the standards of conduct established in the Agreement and Settlement, dated September 19, 1997, approved by the Commission in Case 96-E-0897, may file a complaint in writing with Con Edison. The Company will respond to the complaint within twenty (20) business days after receipt of the complaint. Within fifteen (15) business days after filing of such response, Con Edison and the complaining party will meet in an attempt to resolve the matter informally. If Con Edison and the complaining party are not able to resolve the matter informally, the matter will be referred promptly to the Commission for disposition.

