November 17, 2011

Hon. Jaclyn A. Brilling  
Secretary  
State of New York  
Public Service Commission  
Three Empire State Plaza  
Albany, N.Y. 12223-1350

RE: Case No. 09-E-0115, Proceeding on Motion of the Commission to Consider Demand Response Initiatives

Dear Secretary Brilling:

The Petition of Consolidated Edison Company of New York, Inc. for Approval of Changes to Demand Response Programs, dated November 17, 2011, proposes changes to the Company’s tariffed Demand Response (“DR”) programs: Commercial System Relief Program (“CSRP” or “Rider S”), Distribution Load Relief Program (“DLRP” or “Rider U”), Direct Load Control Program (“DLC” or “Rider L”) and Critical Peak Rebate Program (“CPRP” or “Rider T”). To conform to the changes outlined in the Petition, the Company proposes tariff changes as described below:

Rider L - DLC

Rider L currently has two program components: one in which the Company provides customers with control devices that allow the Company to remotely control the customer’s central air conditioning equipment, subject to customer override; and one, a Peak Load-Shaving Pilot for summers 2011 and 2012, that provides an incentive payment to customers in NYISO Load Zone J that did not use the override feature of the control device during summer period events.
The Company proposes to eliminate the summer 2012 Peak Load-Shaving Pilot Program under Rider L. The Company will continue to provide, under that Rider, control devices to customers and make a one-time installation payment ($25 for an account billed under SC 1 or SC 7 and $50 for an account billed under another SC or to a customer of NYPA, NYCPUS or COWPUSA) after the control device is installed.

The Company proposes to add peak-load shaving to the reasons it may call upon all DLC customers’ resources. That is, the Company may call an event if the Company’s forecasted load level is at least 96 percent of the forecasted summer system-wide peak or specific network peak. Customers will retain the ability to override the Company’s control of their equipment at all times.

Rider S - CSRP

Rider S is available to customers who contract to provide at least 50 kW of load relief and to aggregators who contract to provide at least 100 kW of load relief. Rider S is a mandatory DR program with penalties for non-performance, performance adjustments (deratings), testing, and security requirements (for customers enrolled for a term of service greater than two summers).

In the current filing, the Company proposes to clarify Rider S’s objective as a demand-side program (i.e., the Customer must use on-site measures - load reduction or use of on-site generation - to reduce their demand on the Company’s system). The Company will explicitly prohibit customers with accounts served under Service Classification (“SC”) No. 11 – Buy-back Service at the same location from participating under Rider S.

The 200,000 kW limit during summer 2011 and 2012 has been extended to apply to any summer.

The Company has renamed the existing mandatory program the “Summer Reservation System Relief Program,” and added a second, voluntary program, called the “Voluntary System Relief Program.” The new program will have the payment terms that were contained under Rider T for larger customers.

To more accurately reflect when customer resources will be called, i.e., when the Company is in a system contingency, the Company has renamed “Emergency Events” “Contingency Events.”

Rider T - CPRP

This program has been retired. Rider T will be reserved for future use. The payment rates that were applicable under Rider T for larger customers will be applicable to customers participating under the new Voluntary System Relief Program of Rider S. The Company’s proposal for addressing smaller customers is described in its Petition.
Rider U - DLRP

Rider U is available to customers who contract to provide at least 50 kW of load relief and to aggregators who contract to provide at least 100 kW of load relief. Rider U has a Voluntary Load Reduction Program and a Summer Reservations Payment Program.

As with Rider S, the program has a demand-side objective. The Company will explicitly prohibit customers with accounts served under SC No. 11 at the same location from exporting power under Rider U.

The Company has indicated that it may select, at its discretion, alternate hours for its Customer Baseline Load (“CBL”) Verification Methodology hours, when the weather-adjusted CBL methodology is used and multiple demand response program events are initiated on the same day, so as to accurately reflect a customer’s typical usage.

General Rules

The Table of Contents has been updated to indicate that Rider T is reserved for future use.

General Rule III-13(E), “Emergency Generating Facilities Used for Self-Supply,” indicates that emergency generating facilities can be used for self-supply under Rider T. That reference has been eliminated, because Rider T has been retired. In addition, a housekeeping change has been made to that General Rule, which states that a customer with emergency facilities must submit a written statement that those facilities will be used only during an interruption of the Company’s electricity service or a Company-announced voltage reduction and for necessary testing purposes or when the equipment is operated at the direction of the NYISO under NYISO Special Case Resources procedures or Emergency Demand Response Program procedures or at the direction of the Company under Rider O or U. The Company has added Rider S to this list.

General Rule III-13(F), “Generating Facilities Used on an Emergency Basis for Export,” indicates that generating facilities at a premises may be used for delivery to the Company’s primary distribution feeders under Rider U. That reference has been eliminated, because Rider U has been revised to prohibit export.

Conclusion and Notice

The Company is filing these changes to become effective on February 23, 2012. Newspaper publication of the proposed tariff changes will be made on December 1, 8, 15, and 22, 2011. Copies of this filing are being sent electronically to the active party list in
Case 09-E-0115, with hard copies sent to those parties that have not consented to electronic service.

The Company’s new electronic rate schedule, P.S.C. No. 10 – Electricity, which is pending Commission review and approval, has a proposed effective date of February 10, 2012. (P.S.C. No. 10 combines P.S.C. No. 9 – Electricity and P.S.C. No. 2 – Retail Access.) When P.S.C. No. 10 takes effect, any changes approved hereunder will require conforming changes to that rate schedule.

Sincerely,

/s/ Christine Colletti  
Director  
Rate Engineering Department
Appendix A
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**PSC No. 9 - Electricity**

Twenty-first Revised Leaf No. 3  
Superseding Nineteenth Revised Leaf No. 3  
(Twentieth Revised Leaf No. 3 – Pending)

Thirteenth Revised Leaf No. 62  
Superseding Twelfth Revised Leaf No. 62

Second Revised Leaf No. 62-A  
Superseding First Revised Leaf No. 62-A

Tenth Revised Leaf No. 140  
Superseding Ninth Revised Leaf No. 140

Fifth Revised Leaf No. 141  
Superseding Fourth Revised Leaf No. 141

Tenth Revised Leaf No. 158-J  
Superseding Ninth Revised Leaf No. 158-J

Sixth Revised Leaf No. 158-K  
Superseding Fifth Revised Leaf No. 158-K

Eighteenth Revised Leaf No. 158-L  
Superseding Seventeenth Revised Leaf No. 158-L

Eighth Revised Leaf No. 158-M  
Superseding Seventh Revised Leaf No. 158-M

Tenth Revised Leaf No. 158-N  
Superseding Ninth Revised Leaf No. 158-N

Fourteenth Revised Leaf No. 158-O  
Superseding Thirteenth Leaf No. 158-O

Seventh Revised Leaf No. 158-P  
Superseding Sixth Revised Leaf No. 158-P

Second Revised Leaf No. 158-P-1  
Superseding First Revised Leaf No. 158-P-1

Second Revised Leaf No. 158-P-2  
Superseding First Revised Leaf No. 158-P-2
Sixth Revised Leaf No. 158-P-3  
Superseding Fifth Revised Leaf No. 158-P-3

Second Revised Leaf No. 158-P-4  
Superseding First Revised Leaf No. 158-P-4

Third Revised Leaf No. 158-P-5  
Superseding Second Revised Leaf No. 158-P-5

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Eleventh Revised Leaf No. 158-Q  
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Fifteenth Revised Leaf No. 158-R  
Superseding Fourteenth Leaf No. 158-R

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Superseding Fifth Revised Leaf No. 158-R-3
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Superseding Fifth Revised Leaf No. 158-R-4

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Superseding Fourth Revised Leaf No. 158-R-5

Second Revised Leaf No. 158-R-7
Superseding First Revised Leaf No. 158-R-7

Second Revised Leaf No. 158-R-8
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#### VI. Service Classification Riders (For Applicability, See Individual Riders)

- **A.** Continuance of Agreement for Service by Receiver, etc.
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- **D.** Operation of Fire Alarm or Signal System
- **E.** Series Metering - Owner's or Landlord's Agreement
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- **G.** Submetering
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- **I.** Experimental Rate Program for Multiple Dwellings
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- **P.** Purchases of Installed Capacity
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- **R.** Net Metering for Customer-Generators
- **S.** Commercial System Relief Program
- **T.** [RESERVED FOR FUTURE USE]
- **U.** Distribution Load Relief Program
- **V.** Emergency Demand Response Program
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#### VII. Market Supply Charge, Monthly Adjustment Clause, and Adjustments

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#### VIII. Increase in Rates Relating to Taxes and Other Charges and Adjustments

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- **(A)** Increase in Rates Applicable in Municipality Where Service is Supplied
- **(B)** Other Charges and Adjustments

* Service under former Rider H – Off-Peak Domestic Hot Water Storage Rate is available under Special Provision F of SC 1 and SC 7.

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**Date of Issue:** November 17, 2011  **Date Effective:** February 23, 2012

Issued by Robert Hoglund, Senior Vice President and Chief Financial Officer, 4 Irving Place, NY, NY 10003
III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service – Continued

13. Limitations as to Availability of Service Classifications – Continued

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

(E) Emergency Generating Facilities Used for Self-Supply: The use of emergency generating equipment at the premises for self-supply will be permitted as follows: (1) by affected Customers for the duration of an interruption of the Company's service, or a Company announced voltage reduction; or (2) when generating equipment is operated at the direction of the New York Independent System Operator ("NYISO") under NYISO Installed Capacity procedures for Special Case Resources ("SCR procedures") or NYISO procedures for the Emergency Demand Response Program ("EDRP procedures"); or (3) at the direction of the Company under Rider O, S, or U. Unless the Customer is also authorized to export pursuant to General Rule III-13(F), the Customer's wiring and switching equipment shall be so arranged as to prevent parallel operation of the emergency generator with the Company's electrical system or feedback into the Company's lines. Before such emergency equipment is installed, the Customer shall submit to the Company for its approval:

(1) a wiring diagram showing how the emergency generator would be connected to the building wiring, including the switching arrangements to prevent parallel operation; and

(2) a statement in writing signed by the Customer to the effect that the emergency facilities will be used only during an interruption of the Company's electricity service or a Company announced voltage reduction and for necessary testing purposes or when generating equipment is operated at the direction of the NYISO under NYISO SCR procedures or EDRP procedures or at the direction of the Company under Rider O, S, or U.

Customers using emergency generating equipment under other than the above-specified circumstances will be required to take service under Service Classification No. 14-RA of the Retail Access Rate Schedule.
GENERAL INFORMATION - Continued

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

13. Limitations as to Availability of Service Classifications – Continued

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

A Customer operating its generating equipment on an emergency basis pursuant to this General Rule must comply with the following provisions of Service Classification No. 11 of this Rate Schedule: (1) all Common Provisions, including the Interconnection Charge and Determination of Demand, including establishment of a contract demand and installation of appropriate metering to measure the energy delivered to the Company’s system, and (2) Special Provision C or D, as applicable. Further, such Customer is required to pay charges as would be required of Customers taking service under Service Classification No. 11. The Customer will pay any costs associated with reinforcing the distribution system and/or adding facilities as may be required for load delivery.

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

14. Liability

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

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

(General Information - Continued on Leaf No. 63)
VI. Service Classification Riders (Available on Request) - Continued

RIDER L

Applicable to Service Classification Nos. 1, 2, 7, 8, 9, 12, 13 and 14-RA

L – DIRECT LOAD CONTROL PROGRAM

(A) Applicability: To Customers taking service under Service Classification (“SC”) No. 1, 2, 7, 8, 9, 12, and 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to Customers taking service under SC 14-RA of the Retail Access Rate Schedule; and to any customer of the New York Power Authority (“NYPAr”), the New York City Public Utility Service (“NYCPUS”), or the County of Westchester Public Utility Service Agency (“COWPUSA”) who would otherwise be billed under one of the above Service Classifications.

(B) Eligibility: To participate under this Rider, a Customer must have central air conditioning equipment and agree to the installation of a Control Device. The Control Device will become the Customer’s property upon installation. The Control Device will be used by the Company when an Event is called.

(C) Definitions:

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

“Control Device” is a device provided by the Company and installed on the Customer’s central air conditioning equipment that allows the Company to remotely control the equipment to cycle the compressor. For purposes of this Rider, Control Device means one or more devices as may be required to control the equipment. Each Control Device contains a feature that allows the Customer to override the Company’s control of the Customer’s equipment.

An “Event” may be declared by the Company when:

1. the New York Independent System Operator (“NYISO”) declares an emergency in conjunction with an in-day peak hour forecast response to an operating reserve peak forecast shortage as defined in Section 4.41 of the NYISO Emergency Operations Manual, or in response to a major state of emergency as defined in Section 3.2 of the NYISO Emergency Operations Manual, or at the NYISO’s discretion to relieve system or zonal emergencies;

2. the next contingency on the Company’s system would result in a Condition Yellow or a voltage reduction of five percent or greater has been ordered. A Condition Yellow exists when the next contingency (excluding breaker failure) either will result in an outage to more than 15,000 customers or will result in some equipment being loaded above emergency ratings; or

3. the Company’s forecasted load level is at least 96 percent of the forecasted summer system-wide peak or specific network peak.

“Load Relief Period” exists when an Event has been declared by the NYISO or Con Edison. The Company may designate specific networks, feeders or geographical areas in which Load Relief will be requested.
VI. Service Classification Riders (Available on Request) - Continued

L – DIRECT LOAD CONTROL PROGRAM - Continued

(D) Applications: Applications to participate under this Rider may be made throughout the year either electronically or in writing. Applications will be accepted until annual program costs (e.g., equipment, installation, maintenance, and payments made to Customers) reach $4 million.

(E) Installation Credit: Customers will receive a one-time payment after the Control Device is installed. The payment will be $25 for an account billed under SC No. 1 or No. 7 and $50 for an account billed under another SC. The payment will be $50 to any customer of NYPA, NYCPUS, or COWPUSA.

(F) This program is available to participants in Rider U and Rider V but not to Customers who participate, either directly or indirectly through a third party, under any other Company or NYISO demand-response program (e.g., the NYISO Special Case Resources Program or the Company’s Rider S).
GENERAL INFORMATION - Continued

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

RIDER S

Applicable to Service Classification Nos. 1, 2, 5, 7, 8, 9, 12, 13 and 14-RA
(Subject to the provisions thereof)

S – COMMERCIAL SYSTEM RELIEF PROGRAM

(A) Applicability

To any Customer taking service under Service Classification (“SC”) No. 1, 2, 5, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA; to any customer of the New York Power Authority (“NYPA”) or the New York City Public Utility Service (“NYCPUS”); and to any Aggregator that meets the requirements of this Rider. This Rider is applicable to Customers who reduce their demand on the Company’s system either by reducing on-site load or using on-site generation. Any Customer with accounts served under SC No. 11 at the same location may not participate under this Rider. Service is available under this Rider only in the New York Independent System Operator (“NYISO”) Zone J.

There are two programs under this Rider under which a Customer or Aggregator may contract to provide Load Relief during Load Relief Periods designated by the Company: the Voluntary System Relief Program and the Summer Reservation System Relief Program. This Rider is applicable to Customers and Aggregators who agree in writing to provide, either on a committed or voluntary basis, Load Relief in a Network during all Contracted Hours required for such Network whenever the Company designates Planned Events during the Summer Period. Participants may also agree to voluntarily provide Load Relief if a Contingency Event is called.

A Customer must contract to provide at least 50 kW of Load Relief. An Aggregator must contract to provide a total of at least 100 kW of Load Relief in one or more Networks. Each Summer, total participation under this Rider is limited to 200,000 kW. Applications will be accepted on a first come, first served basis.

If other requirements for service under this Rider are met, Electric Generating Equipment may be used to participate under this Rider subject to the provisions set forth in Section (C) below. The participating Customer or Aggregator is responsible for determining that the operation of the generating equipment under this Rider will be in conformance with any governmental limitations on operation.

(B) Definitions

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

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

“CBL” means the customer baseline load as calculated under the NYISO Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the “weather adjusted CBL”) or the average-day CBL.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(B) Definitions - Continued

“CBL Verification Methodology” means the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period as well as the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during a Test Event. Actual load levels are compared to the customer baseline loads to verify whether the Customer or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of the Planned Event, Contingency Event, or Test Event), the Company may review and revise a participant’s baseline based on the Customer’s historical load data. Also, when the weather-adjusted CBL methodology is used and multiple demand response program events are initiated by Con Edison or another entity on the same day, the Company, at its own discretion, may select alternate hours for the adjustment period to calculate the weather adjustment factor in order to accurately reflect the customer’s typical usage.

“Contracted Hours” refers to the five-hour period during a Summer weekday, Monday through Friday, excluding federal holidays, during which the Customer or Aggregator contracts to provide Load Relief in a Network whenever the Company designates a Planned Event. The Contracted Hours are established by the Company for each Network based on individual Network needs and will be posted on the Company’s website no later than February 1 for the upcoming Summer Period.

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

“Contingency Event” refers to the Company’s request for Load Relief: (a) on less than 21 hours’ advance notice; or (b) for hours outside of the Contracted Hours.

“Load Relief” refers to power (kW) and energy (kWh) ordinarily supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Customer or Aggregator.

“Load Relief Period” refers to the hours for which the Company requests Load Relief when it designates a Planned Event or a Contingency Event in a Network.

“Planned Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during the Contracted Hours. Planned Events will be called when the Company’s day-ahead forecasted load level is at least 96 percent of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system will be posted to the Company’s website.

“Renewable Generation” means behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(B) Definitions - Continued

“Summer” or “Summer Period,” as defined solely under this Rider, refers to the period May 1 through October 31.

“Test Event” refers, under the Summer Reservation System Relief Program, to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during a 60-minute period designated by the Company within the five-hour span of Contracted Hours.

(C) Applications and Term of Service

(1) Applications for service under this Rider must be made electronically. The Company will not accept an application unless all required information is provided. If the Company accepts an application by April 1, service will commence under this Rider on May 1 unless the application specifies a June 1 commencement date. If the Company accepts an application after April 1 and no later than May 1, service will commence under this Rider on June 1. Applications will not be accepted after May 1 for participation during the current Summer Period.

(2) A Customer or Aggregator may apply in writing to change the CBL Verification Methodology, to change the kW of contracted Load Relief in a Network, or to terminate service under this Rider for the upcoming Summer Period provided the request is received no later than May 1.

(3) Customers and Aggregators may enroll under this Rider for a period of up to three consecutive Summers, provided, however, that, each Summer, participants will be subject to the terms, conditions, payment rates, and penalties that are in effect for that participation year, as those terms, conditions, payment rates, and penalties may change from year to year.

(4) Each application must state the kW of Load Relief that the Customer or Aggregator contracts to provide for the five Contracted Hours required for the Network(s). The weather-adjusted CBL will be used as the CBL Verification Methodology for each Con Edison account number enrolled, unless the application specifies that the average-day CBL is to be used for verification of performance.

(5) Except for Renewable Generation, Electric Generating Equipment is prohibited from operating under this Rider within one-half mile of a peaking generator located at Gowanus (Brooklyn), Narrows (Brooklyn), Hudson Avenue (Brooklyn), Astoria (Queens), 59th Street (Manhattan, West Side) and 74th Street (Manhattan, East Side), all as shown on the Company’s website.

In other geographic areas, participation by diesel-fired Electric Generating Equipment will be permitted only if the engine for the equipment is model year 2000 or newer. Participation by these diesel-fired Electric Generating Equipment will be limited to 20 percent of the total kW enrolled under this Rider for the Summer Period. Enrollment by such generators will be accepted on a first come, first served basis. Within these geographic areas, no limit or cap will be placed on following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

(General Information - Continued on Leaf No. 158-M)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(6) If a Customer or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Rider, the application must state generator information, including the unit’s serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and identification as to whether the unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, or whether it has a NOx emission level of no more than 2.96 lb/MWh. If the generating equipment has a NOx emission level of no more than 2.96 lb/MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls, a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, written certification by a professional engineer must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level.

Copies of all New York State Department of Environmental Conservation (“DEC”) permits must be included with the application. By applying for service under this Rider, Customers and Aggregators (on behalf of their customers) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC’s agreement to keep this information confidential.

Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information will be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

(7) Participation under this Rider is permitted to participants in other programs that provide payment for capacity, such as the NYISO’s Special Case Resources Program, NYPA's Peak Load Management Program, the Company’s Rider P, and the Company’s Rider U.

(8) Customers and Aggregators must meet the metering requirements specified in Section (E).

(D) Notification by the Company and Required Response

(1) The Company will notify Customers and Aggregators by phone or e-mail, or both, in advance of the commencement of a Load Relief Period or Test Event under the Summer Reservation System Relief Program or the commencement of a Load Relief Period under the Voluntary System Relief Program. The Customer or Aggregator shall designate in writing an authorized representative and an alternate representative to receive the notice. If an Aggregator is served under this Rider, only the Aggregator will be notified of the Load Relief Period or Test Event. The Aggregator is responsible for notifying all of the customers within its respective aggregation group.
S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(D) Notification by the Company and Required Response - Continued

(2) If the Company designates a Planned Event or a Test Event, the Company will provide advance notice at least 21 hours in advance of the event. The Company will again provide advance notice on the day of the event, usually two or more hours in advance.

(3) If the Company designates a Contingency Event, notice will be given as soon as practicable. Participants are requested to provide Load Relief as soon as they are able.

(4) Participants in the Summer Reservation System Relief Program are required to participate during:
   (a) all Contracted Hours for all Planned Events called by the Company during the Summer Period and (b) Test Events called by the Company. The Test period will not exceed one hour. Participants in the Voluntary System Relief Program will not be tested.

(E) Metering

(1) Participation under this Rider requires that each participant’s entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this Rider, all customers of the Aggregator must meet the metering and telecommunications requirements specified hereunder.

(2) If, at the time of application for service under this Rider, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant’s expense, net of any discount or rebate received by the participant. If metering that communicates by landline is requested, the Company will issue an invoice within three days of its receipt of the completed meter request. If metering that communicates wirelessly is requested, the Company will charge $200.00 to visit the premises to determine whether or not this is viable. Within five business days of receiving payment, the Company will visit the premises to determine wireless viability and issue an invoice that: (a) if wireless communications are viable, contains the cost of the meter upgrade, the name of the wireless carrier that must be used by the participant, and the Electronic Serial Number (“ESN”) that the participant must provide to the carrier to activate the Company’s wireless modem, or (b) if wireless communications are not viable, contains the cost of a meter upgrade that requires use of a landline. The Company will not be required to meet the five business-day timeframe if there are reasons outside of the Company’s control, such as a major storm or denial of access to the meter.

(3) For participation under the Voluntary System Relief Program, the metering equipment and telecommunications service must be installed and made operational prior to the Company’s acceptance of a completed application. For participation under the Summer Reservation System Relief Program, the metering equipment and telecommunications service may be installed and made operational following the Company’s acceptance of the completed application, but no later than April 1 to commence service under this Rider on May 1 and no later than May 1 to commence service under this Rider on June 1. Customers or Aggregators that do not have metering and/or telecommunications service operational by such required date will be subject to a Penalty, as specified in Section (I), unless the delay was due to the Company’s failure to install required metering within three weeks of the applicant’s payment for a meter upgrade. Participation under this Rider will commence the first day of the first Summer month that occurs at least 30 days after both the interval metering and communications become operational.

(General Information - Continued on Leaf No. 158-O)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(E) Metering - Continued

(4) The Company will install interval metering (i) within three weeks of an applicant’s request and payment for an upgrade to interval metering that has landline telecommunications capability, and (ii) within three weeks of the later of the Company’s receipt of payment for an upgrade to interval metering with wireless communications capability and receipt from the participant of the active Internet Protocol (“IP”) address that the wireless carrier has assigned to the modem’s ESN. If the Company misses the installation time frame, it will make a “Lost Reservation Payment,” unless the meter delay was caused by a reason outside the Company’s control, such as the telephone company’s failure to install a landline or, if, at the Company’s request, the Commission grants the Company an exception due to a condition such as a major outage or storm. A Lost Reservation Payment will be calculated by determining the number of months between the earliest month in which the customer could have begun participation had the meter been installed within the required timeframe (assuming the Company’s acceptance of a completed application and receipt of payment for the meter upgrade) and the first month following the completed installation, and multiplying that number by the pledged kW and associated per-kW Reservation Payment Rate.

(F) Data Review

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

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

(G) Measurement

A single CBL Verification Methodology is used to measure both kW and kWh performance on each account. The weather-adjusted CBL methodology is used to measure performance unless the Customer or Aggregator elected the average-day CBL methodology either at the time that application for service was made under this Rider or by May 1 of the current Summer Period, if later.

Demand reductions of an Aggregator will be measured on a portfolio basis by Network by CBL Verification Methodology.

(General Information - Continued on Leaf No. 158-P)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(H) Payments Made Under Both Programs

(1) Payments will be made pursuant to Sections (I) and (J) of this Rider, except as specified below:

Energy payments will not be made under this Rider if the Customer or Aggregator (on behalf of its customer) receives payment for energy during concurrent Load Relief hours under Rider P, U, Rider V, or W or any other demand response program (e.g., NYISO’s Day-ahead Demand Reduction Program or NYISO’s Special Case Resources Program) in which the Customer is enrolled through the Company. If the Customer bids into the NYISO market through Con Edison and receives payment for energy during concurrent Load Relief hours, energy payments will be made under this Rider only for Load Relief in excess of the Customer’s accepted bid, expressed in kWh.

Energy payments will not be made if service is taken under Rider R.

(2) Payments will be calculated monthly. Payments (less any Penalties applicable under the Summer Reservation System Relief Program) will be: (a) posted to the accounts of Customers enrolled in the program; or (b) made by check or wire transfer to Aggregators and to customers of NYPA and NYCPUS, unless they have Con Edison accounts.

(General Information - Continued on Leaf No. 158-P-1)
GENERAL INFORMATION - Continued

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

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(I) Summer Reservation System Relief Program

(1) Payments

(a) Reservation Payments

(i) Customers and Aggregators will receive, for each Summer month in which they are enrolled, a Reservation Payment. The Reservation Payment rate per kW is determined for each Network and is based on the number of cumulative Planned Events in that Network for which the Customer or Aggregator was asked to provide Load Relief during the Summer Period, as follows:

The payment rate is $5 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for four or fewer cumulative Planned Events since the current Summer Period commenced.

The payment rate is $10 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for five or more cumulative Planned Events since the Summer Period commenced.

(ii) The Reservation Payment per month is equal to the applicable Reservation Payment Rate per kW per month multiplied by the kW of contracted Network Load Relief multiplied by the Performance Factor.

(iii) The Company may make payments for participation in one or more Networks in need of load relief after conducting Requests for Proposals for such networks. The payment amount will be determined based on alternative relief measures and will be filed by the Company with the Public Service Commission on the “Statement of Rider S Payments for Specified Networks,” apart from this Rate Schedule, no less than 30 days before the Statement’s effective date. Such Statement will identify each Network for which an additional payment will be made, the payment amount per kW for participation in that Network, and the dates such payments are to be in effect.

(b) Payment for Participation during Contingency Events

A Customer or Aggregator will receive payment for performance during each Contingency Event, provided the Company can verify that the Customer or Aggregator provided Load Relief in the specified network.

The payment rate is equal to $5.00 per kW multiplied by the highest average kW of Load Relief provided in any five consecutive hours during the Load Relief Period. This payment is not available to Rider U participants.

(c) Energy Payments for Load Relief

Except as specified in Section (H), the Company will make a payment of $0.50 per kWh to a Customer or Aggregator who provides Load Relief during a Planned Event or Test Event, provided the Company can verify that the Customer provided at least 50 kW of Load Relief and the Aggregator provided at least 100 kW of Load Relief. Energy payments will not be made for Load Relief provided during Contingency Events.

(General Information - Continued on Leaf No. 158-P-2)
GENERAL INFORMATION - Continued

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

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(I) Summer Reservation System Relief Program - Continued

(2) Penalties and Adjustment for Non-performance

Definitions:

“Performance Adjusted kW” refers to the kW level that a Customer or Aggregator requests to provide subsequent to the imposition of a Penalty. The Performance Adjusted kW must be a level such that: (a) it is equal to or less than the average hourly kW of Load Relief that was provided during the most recent Event (i.e., Test Event, Planned Event, or Contingency Event); and (b) in the month in which the Performance Adjusted kW is to become effective, the Performance Factor calculated using the Performance Adjusted kW is greater than the Performance Factor calculated without regard to the Performance Adjusted kW but not greater than 1. The Performance Adjusted kW will become effective commencing the first day of the first calendar month after the request is received and will remain in effect thereafter until the earlier of: (i) the month following a request to increase the Performance Adjusted kW, pursuant to (b) below; (ii) the month in which the Performance Factor calculated without regard to the Performance Adjusted kW is lower than the Performance Factor calculated using the Performance Adjusted kW; or (iii) the term of service under this Rider ends.

“Performance Factor,” when a Planned Event is called in a Network, is the ratio of (i) the average hourly kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during all Contracted Hours to (ii) the kW of contracted Network Load Relief. “Performance Factor,” when a Test Event is called in a Network, is the ratio of (i) the kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during the Test hour to (ii) the kW of contracted Network Load Relief. “Performance Factor,” when a Performance Adjustment is in effect, is the ratio of the Performance Adjusted kW to the kW of contracted Network Load Relief. “Performance Factor,” when more than one Planned Event and/or Test Event is called in a Network during the month, refers to the average of the Performance Factors for the Customer or the average of the Performance Factors for the Aggregator in the Network during that month. If the Performance Factor for the current month is lower than the prior month’s Performance Factor, the lower Performance Factor becomes the new Performance Factor for the current month and each month thereafter until: (i) the month in which new or increased Performance Adjusted kW becomes effective, in which case the Performance Adjusted kW is used to calculate the Performance Factor; or (ii) the month in which the Performance Factor is lower than the prior month’s Performance Factor, in which case the lower Performance Factor becomes the new Performance Factor. Customers and Aggregators may increase the kW of contracted Load Relief in subsequent Summer Periods above their previously contracted kW of Load Relief, provided their most recent Performance Factor was not less than 1. The Performance Factor is rounded to two decimal places.

(General Information - Continued on Leaf No. 158-P-3)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(I) Summer Reservation System Relief Program - Continued

(2) Penalties and Adjustment for Non-performance - Continued

(a) Penalties

(i) A Customer or Aggregator will be subject to a Penalty for the first month in which the Performance Factor is less than 1.0. The Penalty will be equal to twice the Reservation Payment rate per kW times the difference of one less the Performance Factor. In addition, if the Performance Factor prior to the current month is less than 1.0 and the Performance Factor for the current month is lower than that Performance Factor, the Customer or Aggregator will be subject to a Penalty for the month in which the Performance Factor is further reduced. The Penalty for such month will be equal to twice the Reservation Payment Rate per kW times the difference between the prior Performance Factor and the new (lower) Performance Factor.

(ii) If a Customer or Aggregator fails to arrange for the furnishing and installation of the metering and telecommunications service for an account, as required under Section (E), a Penalty will be assessed for the kW enrolled for that account. Such Penalty, assessed no more than once per year, will be equal to twice the Reservation Payment rate per kW times the kW of contracted Load Relief.

(b) Performance Adjustment

A Performance Adjustment will be applied in calculating the Performance Factor if the Customer or Aggregator requests in writing to provide Performance Adjusted kW and provides Security, if required, pursuant to (4) below.

Once a Performance Adjustment is in effect, a Customer or Aggregator may request subsequent increases to the Performance Adjusted kW if the updated kW level meets the requirements for Performance Adjusted kW and any additional Security, if required, is provided. No more than one request will be accepted per month to change to the Performance Adjusted kW.

The Performance Adjustment will become effective commencing the first day of the first calendar month that follows the Company’s receipt of the request to initiate or update the Performance Adjusted kW.

(3) Testing

The Company may require a Customer or Aggregator to participate in one or more Test Events, each for a period not to exceed one hour, commencing at a time determined solely at the Company’s discretion, but within the Contracted Hours specified for the Network. If the Company can verify that a Customer or Aggregator provided the kW of contracted Load Relief during the Test Event, the Company will make a payment for one hour of energy for the Load Relief achieved up to the contracted amount, as specified above in (1). A Customer or Aggregator who fails the Test will be subject to the Penalties described above in (2).

(General Information - Continued on Leaf No. 158-P-4)
VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(I) Summer Reservation System Relief Program - Continued

(4) Security Requirements

If the Customer or Aggregator is enrolled for a term of service greater than two Summer periods, a request for a Performance Adjustment pursuant to (2)(b) above shall be accompanied by Security in the form of a letter of credit. Security shall be provided in the amount of the Penalty that was applied.

The Company will draw upon all or a portion of this Security, as applicable, if a Penalty is assessed subsequent to reinstatement and the Company does not receive payment of the Penalty within thirty days.

The Company will release the letter of credit under any of the following conditions:
(a) payment of an applicable Penalty is received within thirty days of the Penalty’s assessment;
(b) the entire kW of contracted Load Relief is provided during a subsequent Planned Event or Test Event called during the subsequent Summer; or
(c) the remaining enrollment term is no greater than two Summer periods.

(J) Voluntary System Relief Program

Except as specified in section (H), the Company will make energy payments to a Customer or Aggregator participating in the Voluntary System Load Relief Program for Load Relief provided during a designated Load Relief Period, provided the Company can verify that the Customer provided Load Relief of at least 50 kW, or an Aggregator provided at least 100 kW, for at least five consecutive hours during the Load Relief Period.

The payment rate, for the average hourly kWh of Load Relief provided, is as follows:

$1.50 per kWh for Load Relief provided during a five-hour Planned Event; and
$5.00 per kWh for Load Relief provided during a Contingency Event.

The Payment amount paid per Event is equal to the applicable Payment Rate per hour multiplied by the average hourly kWh provided during the Event multiplied by the number of Event hours.
GENERAL INFORMATION - Continued

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

RIDER T

[Reserved for Future Use]
GENERAL INFORMATION - Continued

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

[Reserved for Future Use]

(General Information – Continued on Leaf No. 158-P-7)
VI. Service Classification Riders (Available on Request) - Continued

[Reserved for Future Use]

(General Information – Continued on Leaf No. 158-P-8)
GENERAL INFORMATION - Continued

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

[Reserved for Future Use]
GENERAL INFORMATION - Continued

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

[Reserved for Future Use]

(General Information – Continued on Leaf No. 158-P-10)
GENERAL INFORMATION - Continued

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

[Reserved for Future Use]

(General Information – Continued on Leaf No. 158-P-11)
VI. Service Classification Riders (Available on Request) - Continued

[Reserved for Future Use]

(General Information – Continued on Leaf No. 158-Q)
VI. Service Classification Riders (Available on Request) - Continued

RIDER U

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

U – DISTRIBUTION LOAD RELIEF PROGRAM

(A) Applicability

To any Customer taking service under Service Classification (“SC”) No. 1, 2, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent service classification of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA, independent of whether billing is issued under that SC; to any customer of the New York Power Authority (“NYPA”), the New York City Public Utility Service (“NYCPUS”), or the County of Westchester Public Utility Service Agency (“COWPUSA”); and to any Aggregator that meets the requirements of this Rider. This Rider is applicable to Customers who reduce their demand on the Company’s system either by reducing on-site load or using on-site generation. Any Customer with accounts served under SC No. 11 at the same location may not participate under this Rider.

(B) Contracting for Distribution Load Relief Service

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

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

(C) Definitions

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

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

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

“CBL” means the customer baseline load as calculated under the NYISO Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the “weather adjusted CBL”) or the average-day CBL.
VI. Service Classification Riders (Available on Request) - Continued

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(C) Definitions - Continued

“CBL Verification Methodology” means the methodology used by the Company under the Voluntary Load Relief Program to verify the actual Load Relief provided (kWh) during each hour of each designated Load Relief Period. It is also the methodology used by the Company under the Summer Reservation Payments Program to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period and during a one-hour Test Event. Actual load levels are compared to the customer baseline loads to verify whether the Customer or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the calculated weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of a Load Relief Period or Test Event), the Company may review and revise a participant’s baseline based on the Customer’s historical load data. Also, when the weather-adjusted CBL methodology is used and multiple demand response program events are initiated by Con Edison or another entity on the same day, the Company, at its own discretion, may select alternate hours for the adjustment period to calculate the weather adjustment in order to accurately reflect the customer’s typical usage.

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

A “Contingency Event” is a Load Relief Period lasting five or more hours for which the Company provides two or more hours’ advance notice.

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

“Load Relief” refers to power (kW) and energy (kWh) ordinarily supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Customer or Aggregator, as specified in the Customer or Aggregator’s contract with the Company and for the time period directed by the Company.

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

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

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

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

U – DISTRIBUTION LOAD RELIEF PROGRAM - Continued

(D) Load Relief Period Criteria and Notice

(1) Criteria for Designating a Load Relief Period: If the next contingency would result in a Condition Yellow, or if a voltage reduction of five percent or greater has been ordered, the Company may designate such period as a Load Relief Period. The Company may designate specific networks, feeders or geographical areas in which Load Relief will be requested. A Condition Yellow exists when the next contingency (excluding breaker failure) either will result in an outage to more than 15,000 customers or will result in some equipment being loaded above emergency ratings.

(2) Notice of a Load Relief Period: The Company will notify Customers or Aggregators by phone or email, or both, in advance of the commencement of a Load Relief Period or Test Event. The Customer or Aggregator shall designate in writing an authorized representative and an alternate representative to receive the notice. If an Aggregator is served under this Rider, only the Aggregator will be notified of the Load Relief Period or Test Event. The Aggregator is responsible for notifying all of the customers within its respective aggregation group.

(E) Metering

(1) Participation under this Rider requires that each participant’s entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this Rider, all customers of the Aggregator must meet the metering and telecommunications requirements specified herein.

(2) If, at the time of application for service under this Rider, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant’s expense, net of any discount or rebate received by the participant. If metering that communicates by landline is requested, the Company will issue an invoice within three days of its receipt of the completed meter request. If metering that communicates wirelessly is requested, the Company will charge $200.00 to visit the premises to determine whether or not this is viable. Within five business days of receiving payment, the Company will visit the premises to determine wireless viability and issue an invoice that: (a) if wireless communications are viable, contains the cost of the meter upgrade, the name of the wireless carrier that must be used by the participant, and the Electronic Serial Number (“ESN”) that the participant must provide to the carrier to activate the Company’s wireless modem, or (b) if wireless communications are not viable, contains the cost of a meter upgrade that requires use of a landline. The Company will not be required to meet the five business-day timeframe if there are reasons outside of the Company’s control, such as a major storm or denial of access to the meter.

(3) For participation under the Voluntary Load Relief Program, the metering equipment and telecommunications service must be installed and made operational prior to the Company’s acceptance of a completed application. For participation under the Summer Reservation Payments Program, the metering equipment and telecommunications service may be installed and made operational following the Company’s acceptance of a completed application. For the Summer Reservation Payments Program, the application may be submitted prior to or in parallel with the meter and telecommunications installation process, but will not be accepted until the meter is installed and the communications service is operational. Participation under the Summer Reservation Payments Program will commence the first day of the first month within the Summer Capability Period that occurs at least 30 days after both the interval metering and telecommunications service become operational, but no later than July 1 of the current Summer Capability Period.

(General Information - Continued on Leaf No. 158-R-1)
VI. Service Classification Riders (Available on Request) - Continued

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(E) Metering - Continued

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

(F) [Reserved for Future Use]

(G) Data Review

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

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

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(G) Data Review - Continued

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

(H) Aggregation

(1) All customers of an Aggregator must meet the metering and telecommunications requirements of this Rider.

(2) An Aggregator is responsible for the compliance of all customers in its aggregation group and will be liable for performance, including, as applicable, repayments to the Company.

(3) When the Company designates a Load Relief Period or calls a Test Event in a Network, only the Aggregator will be notified. The Aggregator is responsible for notifying all of the customers within the aggregation group.

(I) Voluntary Load Relief Program

(1) Applications and Term of Service

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

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

(General Information - Continued on Leaf No. 158-R-3)
VI. Service Classification Riders (Available on Request) - Continued

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(I) Voluntary Load Relief Program - Continued

(2) Verification Methodology

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

(3) Energy Payments for Load Relief

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

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

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

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

Energy payments will not be made under this Rider if the Customer or Aggregator (on behalf of its customer) receives payment for energy under Rider P, Rider T, Rider V, or Rider W or any other demand response program (e.g., NYISO’s Day-ahead Demand Reduction Program or NYISO’s Special Case Resources Program) in which the Customer is enrolled through the Company during concurrent Load Relief hours. If the Customer bids into the NYISO market, through Con Edison, and receives payment for energy during concurrent Load Relief hours, energy payments will be made under this Rider only for Load Relief in excess of the Customer’s accepted bid, expressed in kWh. Payments will not be made for energy if service is taken under Rider R.
### VI. Service Classification Riders (Available on Request) - Continued

#### U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

##### (J) Summer Reservation Payments Program

1. **Applicability**

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

2. **Applications and Term of Service**

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

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

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

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(J) Summer Reservation Payments Program - Continued

(3) Verification Methodology

(a) Customers and Aggregators will be assumed to have selected the weather adjusted CBL as the CBL Verification Methodology for each Con Edison account number enrolled in the Summer Reservation Payments Program unless the application specifies that the average-day CBL is to be used for verification of performance. A single CBL Verification Methodology will be used for each Customer to assess both energy (kWh) and demand (kW) reductions.

(b) Demand reductions of an Aggregator will be measured on a portfolio basis by Network by CBL Verification Methodology.

(c) A Customer or Aggregator, for each of its customers, may not change its CBL Verification Methodology during a Summer Capability Period.

(4) Reservation Payments for Mandatory Participation

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

(a) $3.00 per kW per month in Tier 1 Networks;

(b) $6.00 per kW per month in Tier 2 Networks.

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

(5) Bonus Payments

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

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

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(J) Summer Reservation Payments Program - Continued

(7) Performance Factor

(a) Performance Factor” when an Emergency Event is called, is the ratio of (i) the average hourly kW of Load Relief provided by the Customer or Aggregator during the first five hours of the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when an Immediate Event is called, is the ratio of (i) the average hourly kW of Load Relief provided by the Customer or Aggregator during the highest consecutive five hours during the first seven hours of the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when a Test Event is called, is the ratio of (i) the kW of Load Relief provided during the Test Hour by the Customer or by the Aggregator up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. “Performance Factor,” when more than one Contingency Event, Immediate Event and/or Test Event is called in a Network during the month, refers to the average of the Performance Factors for the Customer or the average of the Performance Factors for the Aggregator in the Network during that month. Where service is taken under this Rider by an Aggregator, “the kW of contracted Load Relief” is measured on a portfolio basis by Network by CBL Verification Methodology. The Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.

(b) The Performance Factor for the month is used to calculate Reservation Payments for that month and each month thereafter until the month in which the next Test Event or Load Relief Period is called by the Company in that Network during the current or subsequent year’s Summer Capability Period. The Performance Factor for the month is also used to calculate payments for Bonus Periods, if applicable.

(c) If the Customer or Aggregator did not participate in the program during the prior Summer Capability Period, and no Load Relief Periods or Test Events have been designated in the Network since the Customer or Aggregator enrolled in the program, the Performance Factor at the end of the current month is assumed to be 1.0.

(d) If the Customer or Aggregator is asked to respond to more than six Contingency Events and/or Immediate Events in a specific Network during the Summer Capability Period, performance during each event after the sixth event will only be included in the Performance Factor calculation if this would result in a higher Performance Factor.

(8) Application of Payments

Summer Reservation Payments will be calculated on a monthly basis. Payments to Customers enrolled in the program will be posted to their accounts. Payments to Aggregators and customers of NYPA, NYCPUS and COWPUSA will be made by check or wire transfer.
VI. Service Classification Riders (Available on Request) - Continued

U – DISTRIBUTION LOAD RELIEF PROGRAM – Continued

(J) Summer Reservation Payments Program - Continued

(9) Testing

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

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

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

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