



THE E CUBED COMPANY, L.L.C.

November 16, 2016

Providers of Strategic
Energy Services At
The Exponential
Interface Among

- Energy
- Economics and
- Environment

Ruben S. Brown,
M.A., M.A.L.D.,
President
(917) 974-3146
Brown@ecubedllc.com

Matt Cinadr, PE
Senior Associate
(518) 390-9089
matt@ecubedllc.com

BY E-MAIL

Hon. Ben Wiles
Hon. Dakin Lecakes
Administrative Law Judges
NYS Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

Re: Case 16-E-0060 – Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of Consolidated Edison Company of New York, Inc. for Electric Service.
Case 16-G-0061 – Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of Consolidated Edison Company of New York, Inc. for Gas Service.

The E Cubed Company, LLC and Joint Supporters Brief

Dear Judges Wiles and Lecakes:

Please consider this letter as the Brief on behalf of The E Cubed Company, LLC (“E Cubed LLC”) and Joint Supporters (“JS”), a voluntary association. Both are Active Parties (“we” or “us”) and I speak for both. Both supported the Joint Proposal (“JP”) and reserved on the issue of the Standby Reliability Credit proposal. We comment on that and also support the proposal of Digital Energy regarding the responsibility of the Company to pay for meters on distributed generation equipment.

1. The Company did not perform any studies related to the development of the standby reliability credit proposal, with respect to cost, benefits and impact of the extension of the measurement period from September 15 to September 30th (Nov 2 Tr. pp. 138 – 140).

2. The Company attempts to shift the responsibility for load impact evaluation to Customers. The Company thus expects to utilize their own load data to ascertain the impact of its measures upon them. (Nov 2 Tr. p 140). It was not the Company’s responsibility to conduct load impact studies.

Brown: P.O. Box 791, Rockport, ME 04856
Cinadr: 19 Tamarack Lane, Clifton Park, NY 12065

3. The Company's witness admits that he was not aware of municipal law that might affect customers of the type as RiverBay that needs to undergo annual maintenance prior to the time that RiverBay raised the issue on October 13. (Nov 2 Tr. p. 141).

4. The Company recognizes that accommodation for customers participating in the Standby Performance Credit program is appropriate as the new program commences (Nov 2 Tr. p. 148).

5. The Staff admits that it did not examine temperature data for the September 15-30 time period. There is no factual basis in the record for the extension of the time period. (Nov. 2 Tr. 386).

The reliability credit program is build upon the backbone of the Standby Performance Credit program. The key anticipated initial participants of the new program have participated in the prior program utilizing their on-site generation. Adjustments for existing customers were anticipated as reflected in utilizing the September 15 cut-off date in RY1.

However, when RiverBay informed the Company and other parties of their difficulties, the reaction of the Company (and the Staff we might add) was as if a key affected participant should have anticipated in advance that the program changes could be deleterious to it and interceded at the outset. That is not possible in a nearly perfect world. And the REV world is not nearly perfect yet/

During program design phase it is customary for the shape and impact of measures to be evaluated by analyses and not dictated by fiat. In short, neither the Company nor the Staff did perform expected cost, benefit or impact evaluations upon existing program participants that were the likeliest candidates for the new program. These program participants assisted the Company in developing the program which is now the nucleus of the REV construct. Is this an injustice?

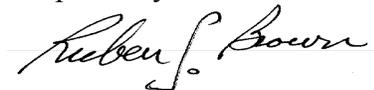
Yes, if it neglects the context of the overall actions, e.g. the State and municipal laws affecting the use of energy systems by housing complexes.

The proper action called for here is to accept the proposition that the RY1 period and hours be accepted for RY2 and RY3.

We also support the proposal of Digital Energy regarding the responsibility of the Company to pay for meters on distributed generation equipment.

Thank you for the opportunity to offer this Brief.

Respectfully submitted



Spokesman of the Joint Supporters
Ruben S. Brown, M.A.L.D.
President, The E Cubed Company, LLC
P.O. Box 791
Rockport, Maine 04856
Tel: 917-974-3146
ruben.brown.ecubedllc@gmail.com