FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: Con Edison and O&R Transco Agreements Company Filing Identifier: 1170

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Agreements Tariff ID: 58

Payment Confirmation: N   
Suspension Motion:

Tariff Record Data:

Record Content Description: Agreement No. 2290

Tariff Record Title: I&R Agreement 2290, Con Edison, Transco, Goethals substation Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 205

Tariff Record Collation Value: 8081000

Tariff Record Parent Identifier: 2

Proposed Date: 2016-05-27

Priority Order: 500

Record Change Type: New   
Record Content Type: 2   
Associated Filing Identifier:

ATTACHMENT E

INDEMNIFICATION AND REIMBURSEMENT AGREEMENT BETWEEN CON   
 EDISON AND TRANSCO FOR THE GOETHALS SUBSTATION

EXECUTION COPY

INDEMNIFICATION AND REIMBURSEMENT AGREEMENT

This INDEMNIFICATION AND REIMBURSEMENT AGREEMENT (as   
the same may be amended in accordance with the terms hereof, this “Agreement”), dated as of   
May 24, 2016 (the “Effective Date”), is by and between CONSOLIDATED EDISON

COMPANY OF NEW YORK, INC., a New York corporation having its principal offices at 4 Irving Place, New York, New York 10003 (“Con Edison”) and NEW YORK TRANSCO LLC, a New York limited liability company having its principal offices at c/o Consolidated Edison Transmission, LLC, 4 Irving Place, New York, New York 10003 (“Transco”; together with Con Edison, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, on the date hereof, Con Edison sold to Transco and Transco acquired from Con Edison (the “Acquisition”), substantially all of the assets comprising the capital transmission project known as the “Staten Island Unbotting Project - Phase 1” project (the “SIU Project”), pursuant to the terms of that certain Asset Purchase Agreement by and between the Parties dated January 7, 2016 (the “Acquisition Agreement”); and

WHEREAS, pursuant to the Acquisition, Transco also acquired the economic interest in certain attachment facilities and substation upgrade facilities (the “Goethals SUF”) located at the substation located in Goethals, New York (the “Goethals Substation”) identified on Exhibit A hereto; and

WHEREAS, the Parties desire to enter into this Agreement, to (i) evidence Con   
Edison’s acceptance of compliance responsibility as the registered Transmission Owner under all   
applicable reliability rules of North American Electric Reliability Corporation (“NERC”) with   
respect to the Goethals SUF and (ii) provide for, among other things, (a) indemnification of Con   
Edison by Transco for NERC assessed penalties resulting from any failure of such compliance   
with respect to the Goethals SUF, and (b) the payment by Transco of all operation and

maintenance expenses allocable to the Goethals SUF that are incurred by Con Edison, in each case on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows.

1. Assumption of NERC Compliance Responsibility: Con Edison shall be solely   
 responsible for complying, and hereby expressly agrees to assume sole responsibility to   
 comply, with all NERC Standards applicable to the Goethals SUF. In furtherance of the   
 foregoing, Con Edison, as it relates to the Goethals SUF, represents and warrants to, and   
 covenants and agrees with, Transco that Con Edison has, on or prior to the date hereof,

registered, and will at all times during the Term maintain such registration, as the Transmission Owner and will not de-register as the Transmission Owner, with NERC of the Goethals SUF.

2. Notice of Violation. In the event Con Edison receives a notice of possible violation (an

“NPV”) from Northeast Power Coordinating Council (“NPCC”) associated with the Goethals SUF or if Con Edison identifies a possible violation associated with the Goethals SUF for which it is self-reporting to NPCC, which carries the possibility of financial penalties as to which Con Edison would seek indemnification hereunder, Con Edison shall notify Transco of such NPV in writing (which may be via email) as soon as practicable. Transco may, in its sole discretion, participate in any investigation conducted by Con Edison to determine the cause of the NPV.

3. NERC Compliance Indemnification. To the fullest extent permitted by applicable Law

(as defined in that certain Operations & Maintenance Agreement by and between Transco   
and Con Edison’s affiliate, Orange & Rockland Utilities, Inc., of even date herewith (the   
“O&M Agreement”)), Transco agrees to indemnify and hold harmless Con Edison, its   
affiliates (other than Transco and its members), and its and their respective members,   
trustees, directors, managers, officers, employees, agents and representatives   
(collectively, “Con Edison Indemnitees”) from and against any and all NERC assessed   
financial penalties (collectively, “Penalties”) suffered, sustained or incurred by Con

Edison or any Con Edison Indemnitee, together with defense costs incurred by Con   
Edison or any Con Edison Indemnitee with respect thereto (including attorneys’ fees and   
costs of experts (collectively, “Defense Costs”) to the extent arising out of, relating to or   
resulting from any failure of compliance with any applicable NERC reliability   
requirements with respect to the Goethals SUF, except to the extent such Penalties and   
Defense Costs (i) result solely from the grossly negligent, fraudulent, or intentionally   
wrongful acts or omissions of Con Edison or any Con Edison Indemnitee, or (ii) are   
attributable to a systemic issue not directly related to the Goethals SUF. For purposes of   
clarity, the indemnification herein provided in respect of violations or alleged violations   
that affect both the Goethals SUF and other Goethals Substation assets shall be   
apportioned based on how the number of Goethals SUF impacted compares to the total   
number of functionally equivalent Goethals Substation assets impacted. Con Edison shall   
assume the defense of any claim subject to indemnification hereunder with counsel   
chosen by Con Edison and reasonably acceptable to Transco. Transco shall pay its pro-  
rata costs of Con Edison’s counsel and experts and will have the opportunity to   
participate in the defense of the claim with its own counsel and at its own expense;   
provided, however, that if both Parties are named in the action and their joint   
representation by the same counsel would be inappropriate due to a conflict of interest,   
then each Party shall bear the costs of its own counsel.

4. Compliance Audit. Transco shall have the right, but not the obligation, to conduct audits

with respect to Con Edison’s compliance with NERC Standards applicable to the   
Goethals SUF. Con Edison agrees to cooperate with such audits and, upon request,   
provide Transco (or Transco’s agents, subject to Con Edison’s reasonable approval) with   
access to and/or copies of all records kept in connection with Con Edison’s compliance   
activities with respect to the Goethals SUF. Such audit and requests for records shall be   
subject to 30 days’ advance notice, unless otherwise required by NERC / NPCC or any

unplanned external investigation that involves the Goethals SUF.

5. Operation and Maintenance. Con Edison shall operate and maintain the Goethals SUF in

a commercially reasonable manner, consistent with Good Utility Practice and in accordance with applicable Law. Without limiting the foregoing, Con Edison agrees that it will perform the same tasks and services (with equivalent quality and frequency) in relation to the Goethals SUF as it performs in relation to other Con Edison-owned assets in the Goethals Substation of like kind. Con Edison further agrees to allow Transco to witness the performance of any material task, including the conduct of any audit, spot check, test or repair (subject, in all cases, to Transco’s compliance with Con Edison’s security, safety, reliability and operational requirements).

6. Annual Maintenance Plan. Con Edison shall provide Transco, for its review, an Annual

Maintenance Plan for the operations and maintenance (“O&M”) of the Goethals SUF. Such Annual Maintenance Plan shall be provided to Transco for its review no later than August 31 of each year of the Term. Transco shall have the right to request Con Edison perform additional operations and maintenance services in connection with the Goethals SUF that Transco deems necessary to ensure NERC compliance, provided that Transco pays the costs incurred thereby pursuant to the further provisions of this Agreement. The Initial Maintenance Plan, which will govern the period commencing on the Effective Date through December 31, 2016, is attached as Exhibit B.

7. Annual Budget. During the Term, Con Edison shall prepare for Transco’s review and

approval a Budget for the operations and maintenance of the Goethals SUF. The proposed Budget shall be provided to Transco for its review and approval no later than August 31 of each year. The Initial Budget, which will govern the period commencing on the Effective Date through December 31, 2016, is attached as Exhibit C.

8. Obligation to Pay O&M Expenses. During the Term, Transco shall pay all Direct Costs

and Indirect Costs (as defined in the O&M Agreement) incurred by Con Edison to operate and maintain the Goethals SUF in accordance with this Agreement, including, without limitation, costs incurred to comply with applicable Law, including Environmental Law, and to conduct any Remediation, restoration or corrective action in connection with any Release or compliance with Environmental Law, in each case to the extent caused by or directly relating to the Goethals SUF and first occurring on or after the Effective Date (each such capitalized term having the meanings ascribed thereto in the Lease) (the “O&M Expenses”).

9. Calculation of O&M Expense. Calculation of O&M Expenses payable by Transco

hereunder shall be determined based upon the costs incurred by Con Edison at the   
Goethals Substation to operate and maintain the Goethals SUF; provided that (i) property   
tax attributable to the Goethals SUF will be based on the ratio of gross book value of the   
Goethals SUF compared to the gross book value of the Goethals Substation (determined   
by reference to Con Edison’s most recent filing with Office of Real Property Tax   
Services) and (ii) property insurance attributable to the Goethals SUF will be determined   
as the product of electric property insurance cost multiplied by a fraction, the numerator   
of which is the book value of the Goethals SUF and the denominator of which is the book   
value of total electric station and structure plant in service (as calculated from data

provided in Con Edison’s most recent FERC Form 1 report). The calculation of O&M Expense payable by Transco from the Effective Date through December 31, 2016 is set forth in the Initial Budget attached as Exhibit C.

10. Recovery of Costs from Con Edison. In the event any O&M Expense agreed to and paid   
 by Transco hereunder is determined by FERC to be unjust and unreasonable and not   
 eligible for rate recovery by Transco, Con Edison will specify a new rate, term or   
 condition that is just and reasonable and not unduly discriminatory or preferential and   
 that is thereafter to be used. Subject to any FERC order to the contrary, all prudently   
 occurring costs prior to a FERC decision are fully reimbursable.

11. Invoicing and Payment. Con Edison shall invoice Transco monthly, in arrears or   
 otherwise in accordance with Con Edison’s normal billing practices, for all costs payable   
 hereunder. All invoices shall be in reasonable detail and shall be accompanied by all   
 reasonably necessary supporting documentation. Transco shall pay all conforming   
 invoices within thirty (30) days of receipt by wire transfer to an account designated in   
 writing by Con Edison, or by such other means as Con Edison shall specify. Undisputed   
 amounts not timely paid shall incur a finance charge accruing at the prime rate of interest   
 (as announced by the Wall Street Journal from time to time) plus 2% per year.

12. Financial Audit. Transco shall have the right, but not the obligation, to conduct an annual   
 audit with respect to the O&M Expenses. Con Edison agrees to cooperate with such   
 annual audit and, upon request, provide Transco or its agents with access to all records   
 and books kept in connection with the O&M Expenses.

13. Limitation of Liability. Con Edison shall not be liable to Transco hereunder except to the   
 extent of arising from or related to (i) the gross negligence, fraud or willful misconduct of   
 Con Edison or any of its affiliates (other than Transco, non-Con Edison controlled   
 members of Transco, and such members’ respective affiliates), and its and their   
 respective members, trustees, directors, managers, officers, employees, agents and   
 representatives (each, a “Con Edison Party”) and (ii) acts of discrimination, harassment,   
 retaliation, defamation or other intentional torts committed by Con Edison or any Con   
 Edison Party. In any event, Con Edison’s liability hereunder for each event giving rise to   
 such obligation shall be limited to the total of net payments received by Con Edison   
 during the 12 month period preceding the event giving rise to such liability. Neither Party   
 shall be liable to the other under this Agreement for any indirect, special, incidental,   
 special, lost profit, or other consequential damages arising from performance or lack of   
 performance hereunder, regardless of whether such damages are claimed based on   
 contract, warranty, tort (including negligence), strict liability or other legal or equitable   
 principle, or were reasonably foreseeable, or whether the Parties were advised of the   
 possibility of such damages.

14. Term. The term of this Agreement (the “Term”) shall commence upon the date hereof   
 and expire on the date on which Transco no longer has the Goethals SUF investment in   
 rate base, unless earlier terminated by the mutual written agreement of the Parties.   
 Neither the expiration nor termination of this Agreement shall relieve the Parties of any   
 of its obligations accruing prior to such expiration or termination.

15. Dispute Resolution. In the event of a dispute hereunder, the Parties shall follow the   
 dispute resolution procedure set forth in Article XIV of the O&M Agreement, the   
 provisions of which are hereby incorporated by reference herein as though fully set forth   
 herein, provided that all references to “Provider” and “Owner” shall be read as Con   
 Edison and Transco, respectively.

16. Governing Law. This Agreement shall be governed by and construed and enforced in   
 accordance with the internal laws of the State of New York, without giving effect to any   
 choice of law rules or provisions that would cause the application of the laws of any   
 jurisdiction other than the State of New York and without regard to any rule requiring   
 construction against the Party drafting this Agreement.

17. Waiver of Trial by Jury; Jurisdiction. The Parties hereby waive trial by jury in any   
 action, proceeding or counterclaim brought by either of them against the other on any   
 matter arising out or related to this Agreement, and irrevocably submit to the jurisdiction   
 of the courts of the United States or of the State of New York located in the City and   
 County of New York in connection therewith. Each Party waives any objection to venue   
 in the State of New York.

18. Assignments. Neither Party may assign its rights or obligations under this Agreement   
 without the prior written consent of the other Party hereto, which consent shall not be   
 unreasonably withheld, delayed or conditioned, except that either Party may assign its   
 rights or obligations hereunder to a purchaser of all or substantially all of its assets who   
 agrees in writing to assume and be bound by the provisions of this Agreement, provided,   
 however, that in the case of an assignment by Transco, the proposed assignee is: (i) a   
 reputable entity having a net worth computed in accordance with generally accepted   
 accounting principles which evidences, in Con Edison’s reasonable discretion, the   
 assignee’s financial ability to meet its obligations hereunder, and (ii) not entitled, directly   
 or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of   
 process in, and the jurisdiction of the courts of, New York State, and (iii) is qualified to   
 become and becomes a tenant under the Lease.

19. Headings. The descriptive headings used in this Agreement are for convenience of   
 reference only and do not constitute part of this Agreement.

20. Amendments; No Waiver. This Agreement may not be amended, nor shall any waiver be   
 effective, except by an instrument in writing signed by both Parties (or, in the case of a   
 waiver, the Party against whom the waiver is sought to be effective). No course of   
 dealing, or failure or delay by either Party in exercising any right provided for herein will   
 be deemed a waiver of such right or any subsequent right hereunder.

21. Entire Agreement. This Agreement, together with the other documents and agreements   
 referenced herein, constitute the entire agreement between Con Edison and Transco   
 concerning the subject matter hereof and supersede any and all prior agreements, written   
 or oral, with respect to such subject matter.

22. Severability. If any provision hereof is held by a court of competent jurisdiction to be   
 invalid or unenforceable, in whole or in part, then such determination shall not affect the

validity of the remaining portions hereof, which other portions shall continue in full force and effect.

23. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and   
 their successors and permitted assigns and is not intended to and will not confer any   
 rights or benefits to any other Person, except that Con Edison Indemnitees are intended   
 third party beneficiaries of this Agreement for purposes of enforcing their rights under   
 Section 3.

24. Successors and Assigns. The agreements, terms, covenants and conditions herein shall   
 be binding upon, and inure to the benefit of, the Parties and their respective successors   
 and permitted assigns.

25. Counterparts. This Agreement may be executed in one or more counterparts (including   
 by facsimile or electronic transmission), each of which shall be an original and all of   
 which, taken together, shall constitute one and the same instrument.

26. Relationship of the Parties. This Agreement shall not be deemed to create any   
 partnership, agency, joint venture or trust, or to authorize any Party to act as agent,   
 servant or employee of the other. The Parties are independent contractors. Neither Party   
 shall have the power to bind the other without its express written consent.

27. Environmental Representation. To Con Edison’s Knowledge, no material Release or   
 material violation of Environmental Law exists with respect to the Goethals SUF on the   
 Effective Date. "Con Edison’s Knowledge" means to the knowledge of Gregory E. Pryor   
 (Section Manager EH&S Operations), Fareed Abbassi (Area Manager - Staten Island   
 Substation Operations), and Kevin Donnelly (Area Manager - Westchester North

Substation Operations) based on their review of reasonably available documents and information. Transco shall have no liability for any violation of Environmental Law or Release with respect to the Goethals SUF or the Goethals Substation existing on or prior to the Effective Date.

Signature Page Follows

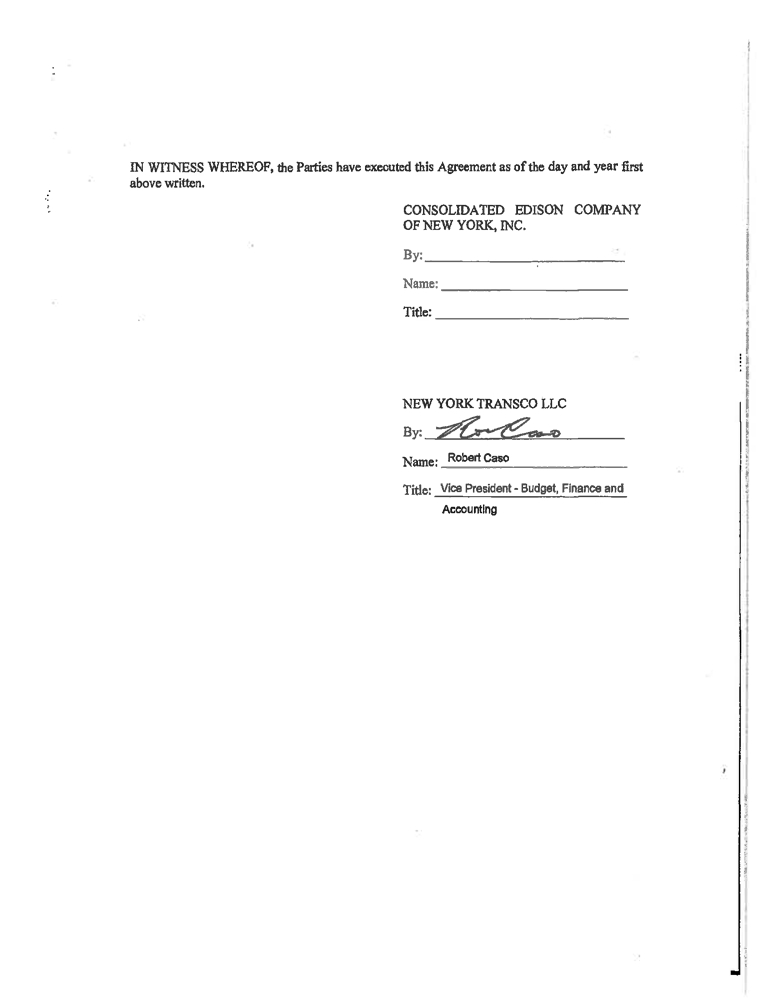
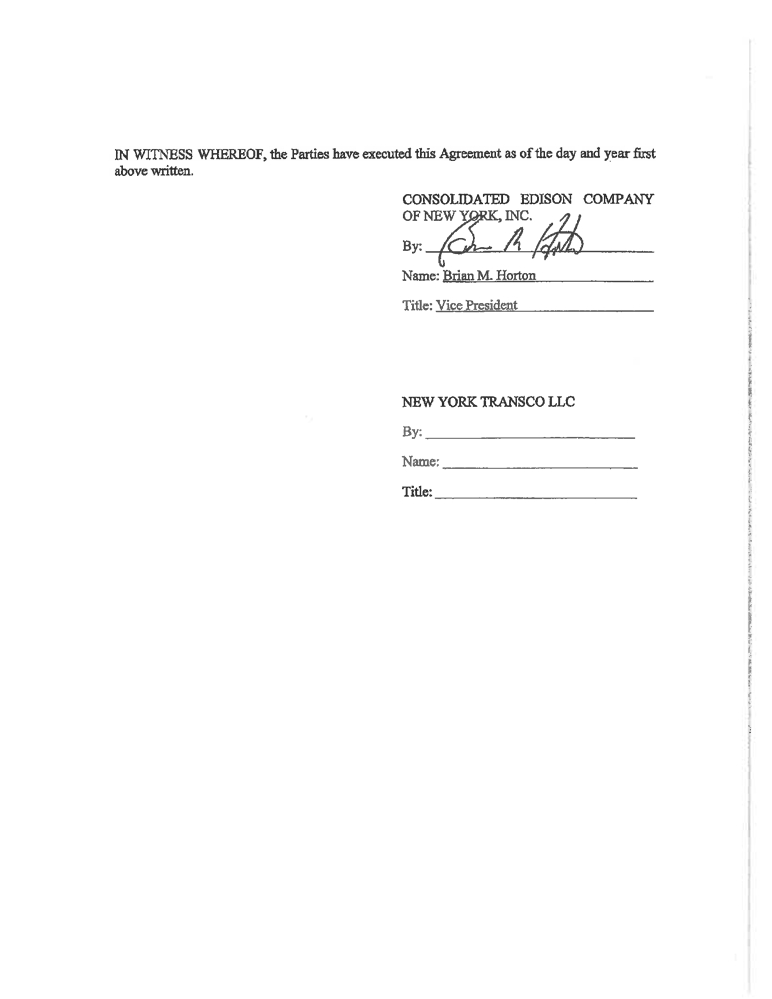


EXHIBIT A

GOETHALS SUF

Project 20937775-Staten Island Unbottling

Utiltiy Account Property Unit Retirement Unit Major Location Asset Location Work Order Quantity Cost

353000 E Station Equipment Feeder Feeder, Manhole, Ea GOWANUS SUBSTATION Gowanus Substation TD: 610100 NY-Kings-Brooklyn 35184 2 411,167.97

353000 E Station Equipment Feeder Feeder, Pothead Compartment, Ea GOWANUS SUBSTATION Gowanus Substation TD: 610100 NY-Kings-Brooklyn 35184 12 1,233,503.91

353000 E Station Equipment Feeder Feeder, Pothead Compartment, Ea GOWANUS SUBSTATION Gowanus Substation TD: 610100 NY-Kings-Brooklyn 35191 6 1,157,888.45

353000 E Station Equipment Feeder Feeder, Pothead Compartment, Ea GOWANUS SUBSTATION Gowanus Substation TD: 610100 NY-Kings-Brooklyn 35205 6 765,972.44

353000 E Station Equipment Feeder Feeder, Manhole, Ea GOWANUS SUBSTATION Gowanus Substation TD: 610100 NY-Kings-Brooklyn 35205 1 255,324.15

353000 E Station Equipment Bus Bus, Switch, Disconnect, Ea GOETHALS SUBSTATION Goethals Substation TD: 640100 NY-Richmond-Staten Island 36707 3 8,242,752.02

353000 E Station Equipment Bus Bus, Bus, Ea GOETHALS SUBSTATION Goethals Substation TD: 640100 NY-Richmond-Staten Island 36707 1 1,454,603.30

357000 E UG Conduit Conduit - High Pressure 345KV Conduit-High Pressure 345kv, Iron, 10Tl Gowanus S/S To Goethals S/S Tl Gowanus S/S To Goethals S/S TD: 610100 NY-Kings-Brooklyn 29765 4,000 20,217.78

358000 E U/G Conductors & Devices Cable 345 KV Cable 345kv, H.P.O.F.P.C.Pap & Cop,Tl Gowanus S/S To Goethals S/S Tl Gowanus S/S To Goethals S/S TD: 610100 NY-Kings-Brooklyn 29775 4,000 36,509.90

365000 E O/H Conductors & Devices Wire 33 KV Wire 33kv, Alum 33 Kv Aerial, 211 McOutside Plant, NY (CECONY) Op, City Of Staten Island TD: 640100 NY-Richmond-Staten Island 21716471 45 5,722.78

367000 E U/G Conductors & Devices Cable 33 KV Cable 33kv, Poly & Sheath Prot, 211 MOutside Plant, NY (CECONY) Op, City Of Staten Island TD: 640100 NY-Richmond-Staten Island 21716471 594 75,540.72

397000 C Comm. Eqment 397000 C Comm. Eqment 397000 C Comm. Eqment General Plant General Plant 39592 1 15,169.63

Total Project 20937775 8,671 13,674,373

EXHIBIT B

INITIAL ANNUAL MAINTENANCE PLAN

Goethals:

Maintenance for the rest of year:

• Monthly breaker compressor inspection: 1 hour x 7 months = 7 hours • 6 Month breaker compressor maintenance: 2 hours

• Breaker winterization: 4 hours

• Semi-annual infrared inspection: 1 hours

• Annual pothead inspection: 1 hour

Total maintenance for remainder of 2016 = 15 hours

Annualized maintenance budget:

1 HVB 345kv breakers: PM= 35 hours/year CM=24   
 PM Requirements (hours per breaker)

• Monthly breaker compressor inspection (1 hr.)   
• 6 Month breaker compressor maintenance (2 hrs.)

• Annual Breaker winterization (4 hrs.)

• Diagnostic Testing 5 yr. minor (50 hrs.)

• Diagnostic Testing 10 yr. major (100 hrs.)

2 MO Disconnect Switches: PM=0 CM=4 hours

1 Pothead PM=2 hours CM=1

• Annual visual inspection = 1 hour

• 3 year Pressure Switch calibration = 4 hours Semi-annual infrared inspections: 1 hour

Total maintenance hours/year = 67

Projected CM hours are based on equipment installed at station.

At Goethals, the following is required for the newly installed equipment as per Protection Systems Maintenance Program (PSMP) 0400-0400 Rev 2.1.

Relay tests (previously known as Relay calibrations) - 6 years

This includes metering verification, settings comparison and verification of protective relay input/output contacts for both microprocessor relays, 1st and 2nd line.

Voltage and current sensing device testing - 6 years

This includes taking secondary load readings at all relays.

DC Control Circuit (previously known as Trip checks) - 4 years

Communication system testing - 12 years

Direct fiber (2 channels) and T1 line (2 channels) - Communication failure alarm must be tested for each channel.

Annualized PST budget per feeder:

FREQ HOURS

(YEARS) HOURS / FREQ

RELAY TESTS

1ST & 2ND LINE 6 32 5.3

BKR FAILURE, RECLOSURE 4 32 8.0

CT/PT CIRCUIT VERIFICATION

1ST & 2ND LINE 6 8 1.3

BKR FAILURE, RECLOSURE 4 16 4.0

DC CONTROL CIRCUIT TESTS 4 128 32

COMMUNICATION TESTS 12 16 1.3

52 HOURS/YEAR

PST does not anticipate any maintenance in 2016 since it is newly installed equipment.

EXHIBIT C

INITIAL BUDGET

Goethals:

Maintenance for the rest of year:

• Monthly breaker compressor inspection: 1 hour x 7 months = 7 hours • 6 Month breaker compressor maintenance: 2 hours

• Breaker winterization: 4 hours

• Semi-annual infrared inspection: 1 hours

• Annual pothead inspection: 1 hour

Total maintenance for remainder of 2016 = 15 hours

Estimating $100 MHR, cost for 2016 at Goethals is $1,500.

Annualized maintenance budget:

1 HVB 345kv breakers: PM= 35 hours/year CM=24   
 PM Requirements (hours per breaker)

• Monthly breaker compressor inspection (1 hr.)   
• 6 Month breaker compressor maintenance (2 hrs.)

• Annual Breaker winterization (4 hrs.)

• Diagnostic Testing 5 yr. minor (50 hrs.)

• Diagnostic Testing 10 yr. major (100 hrs.)

2 MO Disconnect Switches: PM=0 CM=4 hours

1 Pothead PM=2 hours CM=1

• Annual visual inspection = 1 hour

• 3 year Pressure Switch calibration = 4 hours Semi-annual infrared inspections: 1 hour

Total maintenance hours/year = 67

Estimating $100 MHR, average annual cost at Ramapo is approximately $6,700.

Projected CM hours are based on similar equipment installed at each station.

Annualized PST budget per feeder:

FREQ HOURS

(YEARS) HOURS / FREQ

RELAY TESTS

1ST & 2ND LINE 6 32 5.3

BKR FAILURE, RECLOSURE 4 32 8.0

CT/PT CIRCUIT VERIFICATION

1ST & 2ND LINE 6 8 1.3

BKR FAILURE, RECLOSURE 4 16 4.0

DC CONTROL CIRCUIT TESTS 4 128 32

COMMUNICATION TESTS 12 16 1.3

52 HOURS/YEAR

Estimating $100 MHR, average annual PST cost at Goethals is approximately $10,400. The cost of $5,200 applies to G23L and G23M.

Goethals

Maintenance 67

PST 104

171

30% contingency 51.3

Total Estimated

Maintenance 222.3

Estimated MHR $100

Estimated Annual

O&M Budget $22,230

EXHIBIT D   
NOTICES

If to Owner, to:

Nabil Hitti

VP Operations

NY Transco LLC

Nabil.Hitti@nytransco.com 781-907-2657

With a copy to:

Kathleen Carrigan

General Counsel New York Transco LLC Carrigan & Associates LLC

P.O. 5905

6 Elm Street Unit C   
Salisbury Ma. 01952   
617-455-5329

Kathleen.Carrigan@NYTransco.com

If to Provider, to:

Brian Horton

VP System & Transmission Operations

Consolidated Edison Company of New York, Inc.

hortonb@coned.com

212.460.1210

With a copy to:

Michael Forte

Chief Engineer Transmission Planning

Consolidated Edison Company of New York, Inc.

fortem@coned.com

212.460.3416

and to:

Deputy General Counsel

Consolidated Edison Company of New York, Inc.

crayb@coned.com

212.460.3245