

**Central Hudson Gas & Electric Corporation**

**Electric Retail Access Operating Procedures Manual**

**Revised April 10, 2009**

Tariff and Operating Procedure References:  
P.S.C. No. 15 - Electricity

Central Hudson Gas & Electric Corporation  
 Electric Retail Access Operating Procedures Manual  
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## I. OVERVIEW OF CENTRAL HUDSON GAS & ELECTRIC

### A. CORPORATE STRUCTURE

#### 1. Executives

<b>Steven V. Lant</b>	Chairman of the Board and CEO
<b>Carl E. Meyer</b>	President and COO
Christopher M. Capone	Exec. Vice President & CFO
<b>Joseph J. DeVirgilio</b>	Exec. Vice President Corporate Services & Administration
<b>Charles A. Freni</b>	Senior Vice President, Customer Services
<b>Kimberly J. Wright</b>	Vice President, Accounting & Controller
<b>Paul E. Haering</b>	Vice President, Engineering & Environmental Affairs
<b>Denise D. Vanburen</b>	Vice President, Public Affairs & Energy Efficiency
Thomas C. Brocks	Assistant Vice President, Human Resources
Michael L. Mosher	Assistant Vice President, Regulatory Affairs
Ron Flax-Davidson	Vice President, Business Development
Anthony Campaggiorni	Asst. VP, Gov. Affairs & Economic Development
Stacey A. Renner	Treasurer

#### 2. Electric Operations Organization

<b>Brian Dimisko</b>	Division Manager Customer Account Services
<b>Diane Seitz</b>	Energy Resources Manager
<b>Glynis Bunt</b>	Director Costs, Rates and Forecasts
<b>James McCloskey</b>	Manager Energy Control

#### 3. Transportation and Retail Supplier Support

Direct questions about the Company's Retail Access Program and billing to:

**Mr. James Van Tassell** - Director of Customer Choice

Telephone: 845-486-5971

Fax: 845-486-5894

E-Mail: JVentassell@cenhud.com

Direct questions on electric deliveries to:

**Ms. Diane Seitz:** Energy Resource Manager

Telephone: 845-486-5257

Fax: 845-486-5597

E-Mail: dseitz@cenhud.com

**Customer Service:** 845-452-2700 or 800-527-2714

B. TERRITORY

Central Hudson provides electric service on both sides of the Hudson River starting 25 miles north of New York City and extending to 10 miles south of Albany. Central Hudson serves parts of Albany, Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, and Ulster Counties. A Territorial Map is available on the Company's web site.

## II. BUSINESS RULES OF THE RETAIL ACCESS PROGRAM

New York State Retail Access Business Rules  
Uniform Business Practices  
PSC Case No. 98-M-1343

On October 27, 2008 the PSC issued the ORDER ADOPTING AMENDMENTS TO THE UNIFORM BUSINESS PRACTICES in Case 98-M-1343. Appendix B attached thereto contains the detailed rules and practices governing credit requirements, customer relationships, invoicing and other significant program aspects relating to the relationships between Distribution Utilities and Retail Suppliers. Appendix A, in its entirety, is incorporated by reference into this Agreement.

### A. INTRODUCTION

The purpose of Central Hudson Gas & Electric Corporation's ("CHG&E" or "the Company") Electric Retail Access Operating Procedures Manual ("the Manual") is to provide a set of procedures and guidelines for Retail Suppliers and Direct Customers doing business within CHG&E's service territory. We established these procedures and guidelines to provide a safe, reliable operating environment where participating Customers may choose an alternate energy supplier (Retail Supplier) by evaluating all available options, where Retail Suppliers may conduct business with CHG&E and Customers in a smooth, efficient manner, and where all Customers are adequately represented and afforded reasonable consumer protections.

CHG&E's Customer Choice program allows Customers to choose their energy supplier. To ensure the safe and reliable operation of the CHG&E electric system, to address administrative and operational requirements, and to comply with requirements of the Federal Regulatory Commission "FERC" and the New York State Public Service Commission "PSC", CHG&E reserves the right to modify these procedures and guidelines as may be necessary. For additional information about the Retail Access Program in New York State, contact the New York State

Department of Public Service at [www.dps.state.ny.us](http://www.dps.state.ny.us) or Central Hudson at [www.centralhudson.com](http://www.centralhudson.com).

Retail Suppliers and Direct Customers are subject to the terms of CHG&E's tariff, P.S.C. No. 15 - Electricity and the terms of the Supplier Operating Agreement, as each of the same may be amended, modified, superseded or supplemented. The Supplier Operating Agreement and Direct Customer Operating Agreement are contained in section III of this manual. Unless otherwise specifically stated herein, the provisions of CHG&E's tariff, P.S.C. No. 15 continue to apply. CHG&E's Electric Tariff leaves are subject to approval by the PSC, and are subject to change in accordance with applicable laws, rules and regulations.

#### B. DEFINITIONS

**Aggregator:** a non-Company entity that aggregates customers (including Direct Customers) for the purpose of obtaining electricity and/or natural gas supply for those customers but does not sell electricity or natural gas to those customers.

**Cramming:** the addition of unauthorized charges to a customer's bill.

**Direct Customer:** a customer (eligible for electric retail access with at least one (1) megawatt of load in any hour of a scheduled ISO transaction) that purchases and schedules delivery of electricity for its own consumption and not for resale. A Direct Customer does not have to file an application with the New York State Department of Public Service to become eligible as a Retail Supplier, but must comply with certain operating requirements established by the utilities and, when available, the Independent System Operator (ISO). A Direct Customer may aggregate and schedule load for itself and other Direct Customers, each of which would continue to be responsible individually for meeting requirements placed on Direct Customers. A Direct Customer may own his own meter but is not allowed to act as his own Meter Service Provider.

**Electronic Data Interchange (EDI):** the computer-to-computer exchange of routine business information in a uniform standard form to facilitate competitive services; such as, the exchange of customer

history, usage and billing data among the computers of the Company and non-Company service providers.

**Involuntary Switch:** a process or situation where a customer's energy supplier is changed from one Retail Supplier to another provider without the customer's authorization. (See "Slamming" and in Section (Q)).

**Lockbox:** a collection mechanism agreed upon by the Company and a Retail Supplier/Direct Customer that employs a third party institution to receive and disburse customer payments.

**New Delivery Customer:** a customer initiating delivery service.

**Retail Supplier or ESCO:** a non-Company entity that is deemed eligible by the New York State Department of Public Service and qualified in the Company's territory to provide electricity and associated customer service functions to end use customers in New York State.

**Service Line:** an electric line used to connect a distribution line to an individual customer's meter or point of attachment; a service line, at the Company's discretion, may be connected to two or more meters at a single premise.

**Slamming:** an Involuntary Switch that is not in accord with the "Termination of Service" provision set forth in the Uniform Retail Access Business Practices.

**Special Meter Read:** a service provided to obtain an actual meter reading on a date that is different than the Company's regularly scheduled meter read date.

**Special Needs:** as defined by the Home Energy Fair Practices Act (HEFPA) and included in 16 New York Code of Rules and Regulations ("NYCRR") Section 11.5, those conditions of a customer who requires electrically-operated life-sustaining equipment, has a medical emergency, or is elderly, blind or disabled.

Voluntary Switch: a process or situation where a customer's energy supplier is changed from one provider, e.g., ESCO, Marketer or the Company, to another provider with the customer's direct authorization.

C. ELIGIBILITY

To be eligible for service under the Retail Access Program (Service Classification Nos. 1, 2, 3, 6, 13) the customer must:

1. meet the eligibility criteria set forth in one of the above tariffs; and,
2. assist and allow the collection of data and information necessary to evaluate the program; and,
3. agree to subscribe to the services of only one Retail Supplier at a time per meter, excluding meters through which a Power for Jobs (PFJ) allocation is received. A customer receiving a PFJ allocation through a given meter may choose to purchase energy and capacity from a single retail supplier to meet the remainder of its load at that meter.

D. CUSTOMER ENROLLMENT

1. A customer with a demand of at least one megawatt may act as his own Retail Supplier (Direct Customer) to obtain energy and capacity from a generator and requisite transmission services from transmission providers to interconnect with the Company subject to the applicable terms and conditions of the Company's Retail Access Program. A Direct Customer may aggregate and schedule load for a group of Direct Customers without applying to the NYS Department of Public Service to become a Retail Supplier;
2. Customers interested in the program may contact the Company and request a listing of eligible Retail Suppliers published by the Company;
3. The customer may contact any eligible Retail Supplier directly and request a statement of the Retail Supplier's terms and conditions that detail the customer's right, responsibilities, and expected costs;
4. The customer may contract with the Retail Supplier by telephone or in writing, by providing the Supplier with the

customer's Company account number(s) and other information required by the Retail Supplier;

5. Customers may be served by only one Retail Supplier per meter subject to the provisions cited in Section C(3) above.

E. SWITCHING REQUIREMENTS

1. The Company requires the following of Retail Suppliers who wish to initiate Retail Access Service:

a. Retail Suppliers must notify the Company at least fifteen (15) calendar days prior to the desired switch date;

b. Retail Suppliers must transact all enrollments, drops, changes and reinstatements using the prescribed EDI transactions;

c. Retail Suppliers must also provide information about the customers' special needs if any;

d. Customers may be served by only one Retail Supplier per meter.

The Company will send confirmation of each switch request to the customer and the Retail Supplier within five (5) calendar days.

2. Notice Period Required and Switch Date

a. The notice for an electric switch must be submitted at least fifteen (15) calendar days before either the customer's regular meter reading date or the proposed date for a special meter reading;

b. A special meter reading to initiate the switch of a customer may be arranged for a twenty-dollar (\$20) fee if the regular reading would not occur on the fifteenth day after the notice;

c. The switch of electric supplier will occur on the sooner

of the regular or special meter reading date.

### 3. Frequency of Subsequent Switches

Retail Access customers may voluntarily choose to return to Central Hudson as a full-service customer; or, voluntarily switch to another Retail Supplier except that if multiple switch requests are received during a single billing cycle, only the first valid switch request will be honored. Customers voluntarily switching to another Retail Supplier or returning to the Company full-service may be subject to restrictions in their agreement with their current supplier.

### 4. Switching Fees

The Company will not charge a customer to switch from the Company's full-service to a Retail Supplier's service or to switch from a Retail Supplier to another Retail Supplier (or back to the Company).

### 5. Special Meter Reading Fees

The Company will charge a twenty dollar (\$20) fee per customer per meter for any "special meter reading": a meter reading performed on a date other than the customer's regularly scheduled meter reading date. The Company requires at least ten (10) calendar days advance notice before a special meter reading.

### 6. Verification of Accounts

The Company will provide by the fifth calendar day of a calendar quarter, a listing of the Retail Supplier's customers that received retail access services from such Supplier as of the 1<sup>st</sup> calendar day of the quarter.

### 7. Levelized Payment Billing Adjustments

A "Levelized Payment Billing" customer's payment obligation will be adjusted by the Company on the customer's switch date as required to reflect changes in service. The adjustment will be applied to the customer's next bill.

## F. CUSTOMER INFORMATION

## 1. Historical Information by Account

Central Hudson will provide, free of charge to customers or their authorized designees, up to twenty-four (24) consecutive months of the customer's most recent usage and billing information for each of the customers' accounts. Each twelve (12) month block of available additional history will be provided for a fifteen (\$15) dollar fee. Usage and billing information can be obtained from Central Hudson's website at [www.centralhudson.com](http://www.centralhudson.com). The usage and billing information to be provided free of charge shall include: meter reading dates, consumption (kW, kWh, and RKVA, as appropriate, and other recorded interval data if applicable), total dollars billed for the billing period, service classification, currently listed tax district, current meter number (where applicable), type of meter reading (by company, by customer, by Meter Data Service Provider or estimated), by meter.

Credit information will be made available free of charge for the most recent twelve (12) month period, but only upon written authorization from the customer. A fee of fifteen (\$15) dollars may be charged for each year of credit information beyond the twelve (12) month period.

All historical customer information obtained from the Company by a Retail Supplier/Direct Customer must be kept confidential and not disclosed to others, unless otherwise authorized by the customer.

All other customer information, such as account numbers (and any passwords used, if applicable), telephone numbers and service addresses shall also be kept confidential and not disclosed to others, unless otherwise authorized by the customer. The Company will not disclose a customer's billing, usage and credit history to a Retail Supplier/Direct Customer if that customer has notified the Company that such information should not be disclosed or, regarding credit history information, has not provided written authorization for its release. The information may thereafter be disclosed to a Retail Supplier/Direct Customer only with the customer's written authorization.

## 2. Current Billing Information for Retail Suppliers

Data needed to bill Retail Access customers is available to authorized Retail Suppliers and Direct Customers at the Central Hudson website [www.centralhudson.com](http://www.centralhudson.com).

### G. CUSTOMER CHANGES SUPPLIER

1. If a Retail Access Program Customer chooses to change Retail Suppliers, the customer's new Retail Supplier must provide authorization to the Company of such change;

2. Upon receipt of the authorization to change suppliers, the Company will send confirmation to the customer and both Retail Suppliers. The Company will amend its records to reflect the change, and shall be authorized to treat the new Retail Supplier as the customer's Retail Supplier;

3. If a Retail Access Program Customer chooses to return to the Company for electric power supply, that Customer must provide the Company, not less than fifteen (15) calendar days prior to the effective date of such change, a telephoned or written authorization to return. Upon receipt of such notification, the Company will send a confirmation notice to the Retail Supplier, and the customer's return to the Company will be implemented. The customer will begin to receive service under the Company's then-current tariff and applicable Service Classification;

4. The effective date of the switch in suppliers will be the next scheduled meter read date or a special meter read date if requested. However, if a customer switches back to the Company and the customer's meter is normally read on a bi-monthly basis the customer may elect to perform a customer meter read. If the Company receives the customer meter read data after the meter is actually read by the Company, the meter read performed by the Company will be used for billing and to effectuate the switch in suppliers;

5. Retail Suppliers are required to retain authorization from the customer for a switch of provider for a period of two years. The

Company shall retain written authorization for a change in suppliers for a period of six (6) years;

6. The Company will be the provider of last resort (POLR) for those customers for whom competition is not a viable option and for those customers who terminate their agreements with a Retail Supplier and fail to designate a substitute Retail Supplier;

7. As a POLR, the Company will:

a. Accept customers, subject to Commission consumer protection rules;

b. Obtain and provide electric power supply for such customers, consistent with the then-current Company electric tariffs;

c. Be responsible for any programs to assist low-income customers as approved by the Commission.

#### H. NEW DELIVERY CUSTOMER REQUIREMENTS

New customers needing an initial hook-up to obtain Central Hudson's delivery service may contact the Company or a Retail Supplier. Retail Suppliers must inform the Company of new delivery customers by providing the customer's authorization.

Requests for new delivery service (that does not require construction, on behalf of customers who promptly paid previous Company bills, or participated in deferred payment plan) must be submitted at least fifteen (15) calendar days prior to the desired start date.

1. Information required by the Company regarding New Delivery Customer(s)

a. Retail Supplier must provide the name, service address, mailing address, telephone number and the customer's requested service date for initiation of delivery service.

b. Retail Suppliers acting as the customer's agent to

establish delivery service must provide the information about the customer that the Company needs to establish service.

c. Retail Suppliers/Direct Customers must also provide information about the customer's special needs, if any, including life support equipment.

## 2. Commencement of Service

The company must accept new delivery customers before service may commence;

a. any conditions set forth in the appropriate General Information Section of the tariff for the initiation of service must be met;

b. any fees, deposit requirements, or other charges identified in the appropriate General Information section of the tariff will apply before initiation of service to the new delivery customers;

c. services will commence after all connections are complete in accordance with provisions of the appropriate General Information Section of the Company's tariff; and,

d. The meter reading at the time of the initial hook-up will be used to establish the commencement date/time.

## I. PREVENTION OF UNAUTHORIZED SWITCHES

1. Slamming, defined as a switch of a retail customer from one provider to another without the customer's authorization, is not permitted (except as allowed under the "Termination of Service"). To discourage slamming, the New York State Department of Public Service requires the following process:

a. To request a switch, Retail Suppliers must notify the Company via the process outlined under "Switching Requirements" Section (E);

b. the Company will send confirmation of each switch request to the customer and both Retail Suppliers within five (5) calendar days;

c. the confirmation of a switch request will ask each recipient to contact the Company within five (5) calendar days if they do not concur with the switch;

d. if the customer notifies the Company within five (5) calendar days that they disapprove the switch, the Company will not execute the switch:

e. if either Retail Supplier notifies the Company within five (5) calendar days that they disapprove the switch, the Company will contact the customer for verification; then, follow the procedure noted herein for notices that come directly from customers, and,

f. if neither the customer nor either Retail Supplier contacts the Company before the effective date, the switch will be made.

2. Retail Suppliers that switch customers without the customers' consent will be fully responsible for all wrongful charges applied to the customers' bills and for all reasonable costs incurred by the Company. Such Retail Suppliers' eligibility to serve retail customers in New York State may also be terminated by the New York State Public Service Commission and/or a monetary penalty may be imposed.

3. Retail Suppliers must retain customer's authorizations to switch for two years. Such documentation must be in the form required in the Uniform Business Practices, Section 5.

#### J. METERING

The Company or a Meter Data Service Provider will perform meter

readings according to established reading cycles and current practices, and provide relevant meter reading information to customers and Retail Suppliers as specified under "Customer Information". Retail Suppliers may use metered information only for billing customers and for scheduling deliveries. If an eligible customer or Retail Supplier requests the Company to provide a meter reading on a day other than normally scheduled (special meter reading), the Company will assess the requestor a fee of twenty (\$20) dollars per meter per reading.

Customers that choose to take part in the Retail Access Program may continue to use the same metering equipment that is in place at the time of their application for retail access. Such customers, however, may request the installation of a different Commission-approved meter, with the cost of such meter and installation to be borne by the customer and with the Company retaining sole control of the meter and responsibility for the installation, maintenance and compliance with Commission regulations. Customers electing to have such meters installed will be billed, for retail access purposes, based on the data collected from those meters. The Company will own such meters, except where noted below.

The Company will allow three-phase primary, substation, and transmission customers, whose demand exceeds 1,000 kW during two (2) consecutive months within the previous twelve (12) months, to have the option of owning Commission-approved meters, with the Company retaining sole control of the meters. Such customers, or their designees, may receive metered data on a real-time or other basis, without incurring a fee, provided that such customers install and maintain, at their own expense, the necessary ancillary hardware and software required to provide such data. Such access may require the Company to install a different type of meter/recorder that will allow multiple access with the cost of the meter/recorder and installation borne by the customer, and the Company retaining sole control of the meter and responsibility for the installation, maintenance and compliance with Commission regulation. Metering information, consistent with Public Service Commission Opinion No. 97-13, is available from the Company upon request.

K. RETAIL SUPPLY REQUIREMENTS

1. Eligibility Criteria

To be eligible to participate in the Company's Retail Access Program, Retail Suppliers, excluding Direct Customers must: (a) file an application (eligibility filing) with the PSC's Consumer Services Division; (b) receive notification of eligibility from the PSC Consumer Services Division; (c) abide by compliance requirements below; (d) meet creditworthiness and operating standards of the Company, where applicable; (e) execute a Supplier Operating Agreement with the Company; and, (f) must establish and maintain the status of a qualified load serving entity (LSE) as determined by the New York Independent System Operator (NYISO), including executing any necessary service agreements under the NYISO Tariffs, or contract with another NYISO qualified LSE.

To be eligible to participate in the Retail Access Program, a Direct Customer acting as its own Retail Supplier must: (a) abide by compliance procedures stated below; (b) meet creditworthiness and operating standards of the Company, where applicable; (c) execute a Direct Customer Operating Agreement with Central Hudson; and (d) must establish and maintain status of a qualified LSE as determined by the NYISO, including executing any necessary service agreements under the NYISO Tariffs, or contract with another NYISO qualified LSE.

Upon satisfactory completion of the above requirements, the Retail Supplier shall be eligible to participate in the Company's Retail Access Program.

a. A Retail Supplier must provide a prospective customer with a statement of the Retail Supplier's terms, conditions and the customer's rights and responsibilities prior to the customer making a commitment to the Retail Supplier. The statement must provide notice to the customer that the Company upon customer's approval of Retail Supplier will release the customer's usage history to the Retail Supplier. Such customer commitment should be considered

final only after the customer has been provided the required statement.

b. Retail Suppliers must comply with all applicable provisions of Opinion Nos. 97-5 and 99-3, and any subsequent Commission rulings, including, but not limited to the following consumer protection provisions:

i. provide prospective customers with a copy of their disclosure statement prior to the customer making a commitment to the Retail Supplier;

ii. provide customers with a minimum of fifteen (15) business days notice prior to terminating the contractual relationship for electric power supply;

iii. adhere to practices sufficient to ensure a smooth transition, by a customer, from one supplier to another;

iv. adhere to practices sufficient to protect customers from an unauthorized switch of supplier (also known as "slamming"); and,

v. offer customers, and adhere to, a process for resolving customer complaints that is both affordable and convenient for the customer.

c. Retail Suppliers must comply with reporting requirements as determined by the Commission, from time to time.

d. Retail Suppliers must notify the Commission and the Company of any material change in the information submitted to the Commission for eligibility determination.

e. Retail Suppliers must adhere to the policies and procedures contained in their filed disclosure statement.

f. Retail Suppliers must have signed and delivered a Supplier Operating Agreement with the Company.

g. Retail Suppliers must establish and maintain the status of a qualified LSE as determined by the NYISO, including executing any necessary service agreements under the NYISO Tariffs, or contract with another NYISO qualified LSE. The Retail Supplier, or its agent, will comply with all NYISO purchasing, scheduling and balancing rules.

h. Retail Suppliers must have authority to act as the customer's agent and attorney-in-fact in connection with all aspects of procuring energy and related services.  
Retail

Suppliers are required to maintain written or taped authorization. Any costs or fees incurred by the customer or the Company as a result of an unauthorized switch from one Retail Supplier to another will be charged to the Retail Supplier initiating the unauthorized switch.

i. Retail Suppliers must plan to meet the full electric power requirements of the customer. In the event there is a material change or an anticipated substantial increase in the electric power supply requirement of a customer or customers, Retail Suppliers will notify the Company of such change prior to such change or increase and will cooperate with the Company, as reasonably required by the Company, to accommodate such change or increase.

j. Retail Suppliers must notify the Company at least fifteen (15) calendar days prior to the effective date of the change in suppliers. Receipt of such notification by Central Hudson from the Retail Supplier establishes the customer's enrollment in the Retail Access Program.

k. To initiate or cancel service from a Retail Supplier participating in this Retail Access Program, the Company

will require notification and confirmation as provided herein. The Company shall not be obligated to initiate or cancel service from a Retail Supplier to a customer until it has received notice from the Retail Supplier identifying the name and account number of each customer requesting such change in service.

1. Retail Suppliers shall collect and report information that the Commission determines is necessary for the evaluation of the Retail Access Program.

L. ELECTRIC POWER SUPPLY REQUIREMENT

The following definitions will apply for transactions with Retail Suppliers:

**Load Profile:** the hourly pattern of electric usage by a customer or a group of customers over the course of a day; based upon load research sampling or direct hourly metering.

**Usage Factor:** the ratio of an individual customer's historic energy consumption to the average historic consumption of a specific customer-segmented group. For an individual customer, this factor is multiplied by the load profile for the customer's segment to obtain a more accurate hourly estimation of consumption.

**Aggregated Load Profile:** the total, collective, loss-adjusted, hourly load (either forecast or actual) of a Retail Supplier's particular portfolio of customers based upon load profiles, usage factors and/or telemetered data.

Central Hudson will supply the Retail Supplier with hourly load profiles, in kilowatts, for the customer types in its portfolio and a usage factor for each enrolled customer. This data will allow the Retail Supplier to develop its hourly aggregated load profile for its customer portfolio, which is the Retail Supplier's electric power supply requirement.

The Retail Supplier must schedule its hourly electric power supply requirement directly with the NYISO. The Retail Supplier must also provide the Company with a schedule of its hourly electric power supply requirement and deliver such requirement in whole megawatts (no decimals or fractions of a megawatt). A Retail Supplier's daily schedule may include an hourly scheduled amount of zero.

For delivery service under the Retail Access Program, the Company agrees to deliver to the Retail Supplier's customers, energy, less losses, received at an agreed upon receipt point in the State of New York (Central Hudson tie point), subject to the charges specified in the appropriate Service Classification.

Retail Suppliers and Direct Customers must purchase installed capacity subject to the requirements established by the NYISO.

M. LOAD BALANCING AND SETTLEMENT

Central Hudson will be responsible for determining the aggregated hourly usage for each Retail Supplier's customers taking service under the Central Hudson Retail Access Program.

The Company or a Meter Data Service Provider will perform meter readings according to established reading cycles and current practices. When meter readings are available for all of a Retail Supplier's customers' for the time period to be settled, the Company will calculate the aggregated hourly usage for the Retail Supplier. For customers whose meters supply hourly data, the Company will extract and use the actual hourly consumption data. For customers whose meters do not supply hourly data, the Company will compute hourly consumption from periodic meter readings through application of customer-segmented load profiles. The hourly usage so determined will be aggregated for each Retail Supplier and provided to the NYISO, which will use this information to calculate and bill energy imbalances.

N. CUSTOMER BILLING OPTIONS

Customers who are participating in the Company's Retail Access program may choose to receive separate bills from Central Hudson and their Retail Supplier or may choose to receive a single-bill, which contains the charges from both the Company and their Retail Supplier. The Company's billing options will be in accordance with the consolidated billing and payment processing practices as specified in the

Commission's Order in Case 99-M-0631, Appendix A, issued and effective May 18, 2001 and as may be modified from time to time by the Commission, and as described in the Company's Consolidated Bill-Billing Services Agreement. A copy of the Billing Services Agreement may be obtained at Central Hudson's website or by contacting Central Hudson's Director of Customer Choice.

Customers who choose consolidated billing services will receive a billing credit from the Company. The Company will charge Retail Suppliers a billing charge for each consolidated bill issued by the Company. The billing services credits and charges are as follows:

Billing Services Charge \$0.68 per bill

Billing Services Credit \$0.68 per bill

If there is one Retail Supplier for electric service and another Retail Supplier for gas service the Company will charge each Retail Supplier one-half of the applicable charge for consolidated billing services.

#### O. BILLING OF RETAIL SUPPLIER

##### 1. Invoices

The Company will issue invoices to Retail Suppliers/Direct Customers monthly for extraordinary customer data (besides the information provided without charge), special meter reading charges, adjustments to prior invoices and other retail tariff services provided at the request of the Retail Suppliers/Direct Customers. The Company will bill customers for services requested directly by them unless their Retail Supplier requests those charges. The provisions described below relate only to retail access billing and collection services and charges to be paid by Retail Suppliers/Direct Customers. If the Retail Supplier has entered into a Billing Services Agreement with the Company, charges may also be deducted from amounts due to the Retail Supplier resulting from customer billings.

##### 2. Invoice Payments

###### a. Terms of Payment

Bills are payable upon presentation and are subject to late payment charges. Retail Suppliers/Direct Customers will pay the full amount stated in the invoice, without deduction, set-off or counterclaim, within twenty (20) calendar days from the date of the invoice transmittal. On the first day following the grace period, late payment charges at the rate of 1.5% per month will be applicable to all overdue-billed amounts, including arrears and unpaid late payment charges. Because a Retail Supplier/Direct Customer or the Company may expect a speedy resolution of complaint or dispute by the Department of Public Service, bills will not be suspended because of a complaint. The Company and Retail Suppliers/Direct Customers may develop customized billing and collection arrangements. Claims that invoices are not correct must be made in writing and postmarked no later than three (3) months after the disputed invoice was mailed or provided electronically.

b. Payment Form

Retail Suppliers/Direct Customers should make payments to the Company by electronic funds transfer unless they have established another payment method.

c. Application of Payments

Unless otherwise agreed to by the Company and the Retail Supplier/Direct Customer, payments will be applied to arrears first and then to current charges.

d. Failure to Make Payment

Upon failure of the Retail Supplier/Direct Customer to make any payment when due, the Company may draw on any security that may be available (as described in the "Creditworthiness" Section (P)), and may choose to offset the amount due against any amounts owing to the Retail Supplier/Direct Customer under the Company's Billing

Services Agreement.

3. Billing Questions and Disputes

a. Access to Billing Back-up Information

Retail Suppliers/Direct Customers have access to data elements that will enable them to perform necessary billing back-up calculations.

b. Inquiries

All questions concerning invoices should be directed to the Company's Supervisor of Customer Accounting. Responses to billing inquiries will be acknowledged in writing or by electronic transmission within five (5) calendar days after receipt of the inquiry and the Company will respond to the inquirer, in writing, within twenty (20) calendar days after receipt of the inquiry.

c. Overpayments

The Company will credit the Retail Supplier's account or otherwise refund overpayments made because of an inaccurate invoice (or as determined through the Dispute Resolution Process). Such credit or refund will occur within five (5) calendar days of a determination that an overpayment occurred. Overpayments will earn interest at the rate of 1.5% per month from the date of the overpayment until the date of the credit or repayment. The refund will be rendered to the Retail Supplier by electronic fund transfer. Overpayments made voluntarily by a Retail Supplier/Direct Customer will be credited to the Retail Supplier's account and will not earn interest unless the overpayment is applied to the security deposit account.

4. Charges to Retail Supplier from The Company

Utilities may charge Retail Suppliers/Direct Customers for the following:

a. Late payment charges, at a rate of 1.5% per month,

applicable to all overdue billed amounts, including arrears and unpaid late payment charges and to under billings, as determined through the Dispute Resolution Section, herein. Interest on the latter is only payable when associated with a finding of deficiency on the part of the party holding the funds determined to be due the other party.

b. Additional historical customer usage, billing and credit information as described in "Customer Information" Section (F).

c. Special meter reading charges, as described in the "Switching Requirements" Section (E).

d. Other rates and charges approved by the Commission and set forth in the Company's tariff, including, but not limited to, transportation or distribution rates, miscellaneous surcharges, billing services fees and taxes.

P. CREDITWORTHINESS

1. Applicability

These standards apply to each individual Retail Supplier selling electricity to retail customers and to retail customers procuring their own energy supplies (Direct Customers).

These standards do not apply in circumstances involving credit risks of the Independent System Operator, any applicable Power Exchange, or wholesale energy suppliers. Central Hudson requires no security in situations where it bills customers for a Retail Supplier and retains funds so collected to offset other the Company charges. To participate in Central Hudson's Retail Access Program, each Retail Supplier/Direct Customer must satisfy a credit appraisal based on independent bond/credit ratings and provide any security that may be found necessary. Central Hudson will review security requirements and credit appraisals annually.

## 2. Creditworthiness Determinants for Retail Suppliers

(See Section P(5) below for credit requirements for Direct Customers)

A Retail Supplier can satisfy the Company's credit requirement by:

- it or its guarantor having a minimum rating of "BBB" from S&P's, "Baa2" from Moody's, or "BBB" from Fitch ("Minimum Rating"); or
- posting security in an acceptable form as listed in Section P(4) below;

Central Hudson will reserve the option to require a Retail Supplier with a Minimum Rating to post security:

- for the amount by which the Company's Credit Exposure (see Section P(3) below) for any Retail Supplier exceeds 5% of the Company's applicable revenues for the time period; or
- for the full amount of the Credit Exposure if (1) the Retail Supplier or its guarantor is at the Minimum Rating and is placed on credit watch with negative implications by any of the three designated rating agencies or Central Hudson receives information that indicates that the Retail Supplier or its guarantor's credit rating could be downgraded below the Minimum Rating (which security requirement will be lifted if the Retail Supplier or its guarantor's credit rating is not downgraded during the ensuing 60 days), or (2) the Retail Supplier's status as a Billing Agent is terminated by another New York Company for failing to render timely bills to customers or to make timely payments to the Company.

A Retail Supplier having a minimum "1A2" rating from Dun & Bradstreet coupled with 24 months good payment history will

satisfy the Company's credit requirement, but unsecured credit will be limited as indicated below:

<u>Rating</u>	<u>Unsecured Credit</u>
5A1 or 5A2 up 4A1 or 4A2 average	30% of a Retail Supplier's tangible net worth, to five percent (5%) of the Company's monthly revenues for the type of service provided
3A1 or 3A2	
2A1 or 2A2	50% of a Retail Supplier's equity, up to \$500,000
1A1 or 1A2	50% of a Retail Supplier's equity, up to \$375,000

The Company will have the option to require a Retail Supplier to post security to cover the Retail Supplier's credit exposure in excess of the above limits.

The Company's evaluation must be completed within 10 calendar days after receiving the application. The Company must provide the rationale for its determination and the calculation supporting the credit limit and any resulting security requirement (as discussed in Section P(3) below). The Company will perform its credit evaluation and associated security calculation in a non-discriminatory manner.

The Company may, at its discretion, reduce or eliminate any security requirements per standards equitably applied to all Retail Suppliers existing and new.

### 3. Credit Exposure/Security Calculation

If the Retail Supplier meets the credit requirements in Section P(2), or a Direct Customer receives a waiver as set forth in Section P(5) below, no security will be required. If the Retail Supplier does not meet the credit requirements in Section (P)2,

or the requirements of Section (P)5 cannot be met for Direct Customers, security in an amount equal to the credit exposure must be provided as set forth in Section (P)4 below.

The maximum security amounts associated with the risk of the failure of a Retail Supplier, delivering a single bill for delivery and commodity service to the retail customer, to pay the Company for delivery will be no more than 60 days of a Retail Supplier's projected peak period energy requirements over the coming twelve (12) months priced at the Company's applicable delivery tariff rate, including relevant customer charges.

#### 4. Security Instruments

Upon notification by the Company that a Retail Supplier/Direct Customer has failed to satisfy the credit requirements or, subsequently, while providing service to retail customers, no longer satisfies the credit requirements, such Retail Supplier/Direct Customer may still obtain or retain credit approval from the Company if it pays any outstanding balance due the Company for services rendered and elects to provide one of the following, as mutually agreed by the parties:

- an advance deposit or prepayment;
- a standby irrevocable letter of credit issued by a bank, insurance company or other financial institution with at least an "A" bond rating;
- security interest in collateral found to be satisfactory to the Company;
- a guarantee, acceptable to the Company, by another party or entity with a satisfactory credit rating of at least "BBB" by S&P's, "Baa2" by Moody's or "BBB" by Fitch;
- a lockbox mechanism as described in Section P(6) below (not applicable for Direct Customers);
- a surety bond from a bank, insurance company or other financial institution with at least an "A" bond rating; or,

- other mutually acceptable means of providing or establishing adequate security (e.g., escrow accounts, loss pooling, etc.).

If the rating of a bank or insurance company or other financial institution from whom a Retail Supplier/Direct Customer has obtained a letter of credit or surety bond falls below an "A" rating, the Retail Supplier/Direct Customer will have five (5) calendar days to obtain a substitute letter of credit or surety bond from an "A" rated bank or insurance company or other financial institution.

If the Retail Supplier/Direct Customer's credit standing ceases to meet the Company's credit requirements or if its financial exposure changes due to increased usage during the period of service, then the Company has the right to require security or prepayment as specified herein. The Company, however, may not request additional security unless the credit exposure increases by at least 10%, or a reasonable Company specified threshold. If the security is not tendered within five (5) calendar days after such request, then the Company may initiate a process to terminate retail access service to the Retail Supplier/Direct Customer. Deposits received in cash will accumulate interest at the applicable rate per annum approved by the New York State Public Service Commission for Other Customer Capital. If the Retail Supplier/Direct Customer subsequently satisfies the credit appraisal without the need for some or the entire security requirement, the Company will return the appropriate portion of the Retail Supplier/Direct Customer's advance deposit with accumulated interest.

Similarly, if the Company's credit risk is determined to decrease by at least 10%, or a reasonable Company specified threshold, relative to the amount of security on deposit, the excess will be refunded with accumulated interest within five (5) calendar days

of such determination.

#### 5. Retail Customers Procuring Their Own Energy (Direct Customers)

The aforementioned creditworthiness standards will be waived for a customer procuring its own energy, provided that such customer's accounts are current and have been maintained current for 12 months, and provided that the customer's long-term unsecured debt securities are, and remain, rated a minimum of BBB, Baa2 or BBB by S&P's, Moody's or Fitch, respectively. If the customer's debt is not rated, its account with the Company must be current, and it must not have a poor payment history with the Company for the past 24 months.

#### 6. Lockbox Mechanism

An alternative security mechanism for a Retail Supplier will be available in the form of a "lockbox" for any of the security requirements specified above. A lockbox will reduce any security requirements to 50% of what would otherwise be required. Under the lockbox, a Retail Supplier's customer's payments will be made to a lockbox, which will be administered by a mutually agreed-upon entity. All costs associated with implementing and administering the lockbox will be the responsibility of the Retail Supplier. The allocation of funds in the lockbox between the Company and the Retail Supplier, and other administrative rules, must be agreed to by both parties, with the Company having first rights on funds in the lockbox to off-set the Company charges. The administrative rules will specify the terms under which the lockbox mechanism will be terminated for non-compliance. The Company, after petition to the Commission, is permitted to terminate the lockbox and request full security if expected customer payments are not received in a timely manner.

#### 7. Calling on Security

The Company may call upon the security posted by an Retail Supplier/Direct Customer after providing five (5) days' notice to

the Retail Supplier/Direct Customer whenever the Retail Supplier/Direct Customer fails to pay the Company on a timely basis, unless the Retail Supplier/Direct Customer makes payment in full within the five (5) day notice period. The Company may call upon the security posted by an Retail Supplier/Direct Customer without prior notice if the Retail Supplier/Direct Customer files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the Retail Supplier/Direct Customer) or for any reason a Retail Supplier ceases to provide service to its customers under the Company's program.

Q. TERMINATION OF SERVICE

1. Voluntary Termination of Retail Supplier in the Company's Service Area

a. A Retail Supplier may terminate operations (in whole or significant part) in the Company's service territory at will (subject to any penalties or sanctions that may arise due to contractual obligations), upon submission of a written notice to the Company and the Retail Supplier's customers at least fifteen (15) calendar days prior to the termination date. The notice to retail customers must inform them:

i. that the termination will occur at the first meter reading date or the first of the month after the notice period expires (if timely), or the Company may estimate the readings at the termination date or provide a special reading (billed to the retail supplier);

ii. of the customer's option either to select another Retail Supplier for energy service provider or to return to the Company for full service;

iii. that if they do select other Retail Suppliers,

those entities will file switch requests with the Company on their behalf, and there will be no fee charged by the Company for the switches;

iv. that after the termination and unless/until new Retail Suppliers are selected and the switches are completed, service will be provided by the Company under its applicable tariff rate, unless the Company has notified the customer that delivery services will be terminated on or before the termination date;

v. that there will be no switching fee charged by the Company to the customer for a switch back to the Company, whether as an interim measure until a new Retail Supplier is selected or as a permanent action.

b. The Company will, within five (5) calendar days of the notice from the Retail Supplier, also send a notice to the Retail Supplier's customers containing the same information as required above, but also providing a list with names and telephone numbers of eligible Retail Suppliers who have indicated a willingness to serve retail customers in the Company's service area.

c. If the Company learns that a Retail Supplier has terminated operations in its service territory without giving the proper notice to Retail Customers nor to the Company, the Company will immediately inform the Commission and then, if directed, notify all of the Retail Supplier's customers as required above. In the notification, the Company will advise the customers that effective immediately their service is being provided by the Company under the standard tariff rate and that payment for such service from the date of the notice until a subsequent switch takes place must be made to the Company.

d. If the Retail Supplier does not give notice to its Retail Customers and to the Company in accordance with the above requirements prior to terminating operations, the Retail Supplier may be determined ineligible by the New York State Public Service Commission to sell electricity to retail customers in New York State and/or may be assessed a monetary penalty by the New York State Public Service Commission.

e. Upon the termination of a Retail Supplier, the Retail Supplier will remain responsible for payment or reimbursement of any and all sums owed under the Company's tariff on file with the Commission or the Federal Energy Regulatory Commission ("FERC"), and service agreements relating thereto, or under any agreements between the Retail Supplier and the Company. The Retail Supplier will also remain obligated to customers to the extent provided for in any contracts with them.

f. Upon receipt of a switch request from a subsequent Retail Supplier following the termination notice, the Company will verify the intended switch with the customer in accordance with the Slamming Prevention Process.

g. If a more expeditious termination process is needed in a specific situation, the Retail Supplier may request such expedited treatment from the Commission or its designee, which will have the authority to grant such a request. The Commission or its designee may also, for good cause, initiate an expeditious termination process on its own motion. The Company will also have standing in any such process.

h. Sample copies of the form of the notices to customers

under this process will be provided to the New York State Department of Public Service for review at least five (5) calendar days before the letters are sent to customers.

2. Termination of Sales by Retail Supplier to Individual Retail Customer

a. A Retail Supplier may terminate sales to individual retail customers in the Company's service territory at will (except as may be otherwise limited by contracts with customers), upon submission of a notice to those individual customers and to the Company at least fifteen (15) calendar days prior to the termination date. The notice to retail customers will inform them:

i. of the date of the termination (which should be at each customer's next meter read date for electricity consistent with the Company's switching tariffs);

ii. of their option either to select another Retail Supplier to be their energy service provider or to return to the Company full-service;

iii. that if they do select other Retail Suppliers, those entities will file switch requests with the Company on their behalf, and there will be no fee charged by the Company for the switches; and

iv. that after the termination and until new Retail Suppliers are selected and the switches are completed, service will be provided by the Company under its applicable tariff rate, unless the Company has notified the customer that delivery services will be terminated on or before the termination date.

b. Sample copies of the form of the notices to customers

under this process will be provided to the New York State Department of Public Service for review at least five (5) calendar days before the letters are sent to customers.

c. If the Retail Supplier does not give the required notice to its retail customers and to the Company, the Retail Supplier may be determined ineligible by the New York State Public Service Commission to sell electricity to retail customers in New York State and/or may be assessed a monetary penalty by the New York State Public Service Commission.

d. The termination notice, the Company will verify the intended switch with the customer in accordance with the "Slamming Prevention Process" (e.g., the Company will notify the customer within five (5) calendar days of the switch request).

### 3. Involuntary Termination of a Retail Supplier/Direct Customer's Right to Provide Service to Retail Customers

a. The Company will have the right to initiate a process to terminate a Retail Supplier/Direct Customer's participation in the Company's retail access program:

i. where the Company determines that it is necessary or desirable for safety or for system reliability reasons (including, but limited to, the proper scheduling and delivery of electric energy and capacity to meet the needs of the customers), which will include the understanding that the total monthly actual scheduled deliveries must not deviate consistently and unreasonably beyond five (5) percent of the Retail Supplier/Direct Customer's weekly or monthly forecast schedule of energy supply requirements;

ii. where the Retail Supplier/Direct Customer fails to comply with the terms and conditions of the Company's tariff or distribution operating agreement;

iii. where there is a pattern of attempts to transfer retail customers without proper customer authorization (slamming);

iv. where the FERC issues an order authorizing termination of participation by the Retail Supplier/Direct Customer under the Company's open access transmission tariff;

v. where a court of competent jurisdiction issues an order authorizing termination of the Retail Supplier/Direct Customer; or,

vi. where the New York State Public Service Commission has determined that the Retail Supplier is not eligible to sell electricity or natural gas to retail customers in the state, for reasons including:

- a Retail Supplier's failure to adhere to the policies and procedures described in its disclosure to customers;
- failure to comply with prescribed consumer protections;
- an unacceptably high volume of customer complaints;
- failure of a Retail Supplier to comply with applicable ISO requests;
- failure to comply with prescribed reporting requirements;
- failure to comply with oversight requirements;

- failure to apprise the New York State Public Service Commission of all material changes in the information in the applicant's initial filing;
- failure to comply with the voluntary termination requirements set forth above; or,
- failure to comply with other applicable requirements of the New York State Public Service Commission,; or,

vii. where the Retail Suppliers/Direct Customer fails to pay a bill or charge when due, does not pay the bill within ten (10) calendar days after being notified of the non-receipt of payment, and the available security is or will be insufficient to cover the amount of default.

b. The Company may initiate the process to discontinue a Retail Supplier/Direct Customer by providing the Retail Supplier/Direct Customer a notice (with a copy to the New York State Public Service Commission) that advises the Retail Supplier/Direct Customer that its right to switch additional customers is suspended immediately. The notice shall also state that unless the stated cause for the termination is corrected within a designated period (not less than ten (10) calendar days) from the Retail Supplier's receipt of the notice, or the New York State Public Service Commission, or its designee, requires otherwise, the Retail Supplier's existing customers will be notified that the Retail Supplier will be terminated. The termination will take place no longer than fifteen (15) calendar days after the end of the designated period to cure the problem except that in cases of non-payment of invoices, the termination will take place at the end of the designated period. Termination of Direct Customers may be

initiated by a similar notice stating that unless the identified cause is corrected within the designated period (e.g., not less than 10 calendar days), or the New York State Public Service Commission, or its designee, requires otherwise, the Direct Customer will no longer be allowed to procure its own energy supplies. The termination process will stop if the Retail Supplier/Direct Customer corrects the problem within the ten (10) day period, unless otherwise directed by the Commission. If a more expedited process is deemed necessary for any termination, the process outlined in Section (R)2 below may be followed.

c. The Company may suspend or terminate a Retail Supplier/Direct Customer immediately if an imminent risk exists that compromises the safety or operational reliability of the Company's system. Notices will be sent to customers as specified in Section (Q)3d below.

d. The notices to be sent to customers by utilities will advise them:

i. that the termination will (or did) occur at the first meter reading date, or the first of the month, or another date where the Company may estimate the readings at the termination date or provide for a special meter read at the customers expense;

ii. of their option either to select another Retail Supplier to be their energy service provider or to return to the Company full-service;

iii. of the names and telephone numbers of eligible Retail Suppliers that have indicated a willingness to serve retail customers in the service territory;

iv. that if they do select other Retail Suppliers,

those entities will file switch requests with the Company on their behalf, and there will be no fee charged by the Company for the switches; and

v. that after the termination and unless/until new Retail Suppliers are selected and the switches are completed, service will be provided by the Company under its applicable tariff rate, unless the Company has notified the customer that delivery services will be terminated on or before the termination date.

e. Sample copies of the form of the notices to customers will be submitted to the Department of Public Service for review at least five (5) calendar days before the letters are sent to customers.

f. If a more expeditious termination process is needed in a specific situation, the Company may request such expedited treatment upon a showing of need to the Commission or its designee, which will have the authority to grant such a request. The Commission or its designee may also, for good cause, initiate an expeditious termination process without a request by the Company. The Retail Supplier/Direct Customer will have standing in any such process.

g. Retail Suppliers may contest any suspension or proposed termination by use of the "Dispute Resolution Process" Section (R) if that process is initiated in a timely manner.

h. Upon any termination of a Retail Supplier, the Retail Supplier will remain responsible for payment or reimbursement of any and all sums owed under the Company's tariff on file with the Commission or the FERC, and service agreements relating thereto, or under any agreements between the Retail Supplier and the Company. The Retail

Supplier will also remain obligated to customers to the extent provided for in any contracts with them.

i. Upon receipt of a switch request from a subsequent Retail Supplier following the termination notice, the Company will verify the intended switch with the customer in accordance with the provisions under the "Slamming Prevention Process" section, (e.g., the Company will notify customers within five (5) calendar days of the switch request).

#### 4. Termination of a Direct Customer

A Direct Customer may voluntarily terminate securing its own energy supplies by notifying the Company of its intent to terminate acting as a Direct Customer and to switch to another supplier or to return to the Company service in accordance with the provisions under the "Switching Requirements" Section (E).

A Direct Customer may be involuntarily terminated for the reasons, and in the same manner, as a Retail Supplier would be terminated, to the extent applicable, except that notices to customers are not required where the Direct Customer is a single customer.

#### 5. Assignment of Retail Supplier Contracts

a. A Retail Supplier may assign customer contracts to other eligible Retail Suppliers, and transfer the rights to serve those customers, provided that the Retail Supplier's contracts and disclosure statements clearly state that such assignments and transfers may occur. The assignment and transfer may be initiated upon submission of a notice to the Company, the Commission and the Retail Supplier's customers at least fifteen (15) calendar days prior to the transfer date. The notice to the Company and the Commission will include a copy of the assignment document(s) executed

by officers of all the involved Retail Suppliers and a copy of the notice being sent to customers. The notice to retail customers will inform them: the date(s) of the assignments, that service will be provided by the assigned Retail Supplier and of any changes in the contract or disclosure statement terms (to the extent permitted by the existing contracts or disclosure statements), including ministerial changes such as telephone numbers, mailing addresses, etc.

b. The Company must, within five (5) calendar days of the notice from the Retail Supplier, also send a notice to the Retail Supplier's assigned customers advising them that transfer requests have been received and will be executed.

c. Sample copies of the form of the notice to customers will be submitted to the New York State Department of Public Service for review at least five (5) calendar days before the letters are sent to customers.

d. If the Company learns that a Retail Supplier has assigned customers and transferred service to other Retail Suppliers without giving the required notices (in contracts and/or disclosure statement and in the letters to be sent at least fifteen (15) days prior to the transfer of service) to retail customers and to the Company in accordance with the above requirements, the Company will immediately inform the New York State Department of Public Service and then, if directed, notify all of the Retail Supplier's customers in accordance with the procedures noted above.

e. If a Retail Supplier does not give the required notices to its retail customers, the Company and the Commission in accordance with the above requirements prior to transferring customers, the Retail Supplier may be

determined ineligible by the New York State Public Service Commission to sell electricity to retail customers in New York State and/or may be assessed a monetary penalty by the New York State Public Service Commission.

f. The assignment document(s) (copies of which will be provided to the Company and the Commission) will indicate which party will be responsible for payment or reimbursement of any and all sums owed under the Company's tariff on file with the Commission or FERC, and service agreements relating thereto, or under any agreements between the Retail Supplier and the Company and between the Retail Supplier and customers.

g. If a more expeditious transfer process is needed in a specific situation, the Retail Supplier may request such expedited treatment from the New York State Public Service Commission or its designee, which will have authority to grant such a request. The Company will have standing in any such process.

#### R. DISPUTE RESOLUTION PROCESS

The following steps outline a process intended to speed the resolution of disputes between the Company and any Retail Supplier participating in the Retail Access Program.

1. A Retail Supplier/Direct Customer or the Company may initiate the dispute resolution process by presenting a written description of the dispute/complaint and a proposed resolution to the other party involved in the dispute, sent in a manner that will verify its receipt. Within fifteen (15) calendar days after receipt of the complaint, the other party must provide a written response to the complaining party, with an alternative resolution proposal if the complaining party's proposed resolution is deemed unacceptable; or, with the results of any informal resolution

that may have been reached with the other party prior to that date.

If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute, the plaintiff may request a meeting(s) to discuss the matter further. The respondent must agree to such a meeting(s) to be held within fifteen (15) calendar days following the request.

The parties may agree to use alternative dispute resolution techniques and mutually agreed-upon time frames that may differ from those defined in the dispute solution process.

If a resolution is not reached within 45 calendar days after the initial complaint letter, or a mutually agreed-upon deadline, either party may file the complaint with the New York State Department of Public Service for resolution.

2. If a Retail Supplier/Direct Customer or the Company believes that special circumstances (such as an emergency involving public safety, system reliability or significant financial risk) exist that would require more expeditious resolution of a dispute or complaint than might be expected under the process described here, it may submit its complaint to the New York State Department of Public Service, with a copy provided to the other party involved in the dispute. The Department will respond to such a filing by quickly resolving the dispute or advising that the standard dispute resolution process described above be followed.

3. If a dispute involves the accuracy of invoiced charges, the invoiced charges must be paid, subject to refund with the applied interest (1.5% per month). This interest is only payable when associated with a finding of deficiency on the part of the party holding the funds determined to be due the other party.

4. If any reasonable resolution between an Retail Supplier/Direct Customer, including the Company's affiliate, and the Company results in generic competitive benefits, those benefits should also be available on a prospective basis to other Retail Suppliers/Direct Customers, including the affiliate of the Company, where applicable.

S. SUMMARY OF SERVICE CLASSIFICATIONS & RATE CODES

Service Classification No. 1 (E100-E199) - Residential Delivery Service  
R/A E115, E116

Service Classification No. 2 (E200-E290) - General Service  
Commercial/Industrial - Demand less than 1,000 Kw  
R/A E205, E235, E245

Service Classification No. 3 (E300-E308) - Large Power Primary Service  
Commercial/Industrial - Demand in excess of 1,000 Kw

Service Classification No. 5 (E500) - Area Lighting Service

Service Classification No. 6 (E600-E670) - Residential Time of Use  
Service  
R/A E615, E616

Service Classification No. 8 (E710) - Public Street and Highway Lighting

Service Classification No. 9 (E720) - Traffic Signal Service

Service Classification No. 10 - Purchase of Electric Energy and  
Capacity from Customers with Qualifying On-site Generation Facilities

Service Classification No. 13 (E350-E388) - Large Power Substation and  
Transmission Service R/A E357

**Central Hudson Gas & Electric Corporation**  
**Retail Supplier Operating Agreement - Electric**

This **AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Central Hudson Gas & Electric Corp. a New York corporation having its principal office at 284 South Ave., Poughkeepsie, New York 12601 (“Central Hudson”) and \_\_\_\_\_, a \_\_\_\_\_ corporation, having an office at \_\_\_\_\_ (“Retail Supplier”), both Central Hudson and the Retail Supplier hereinafter sometimes referred to collectively as the “Parties”, or individually as a “Party”.

**WITNESSES**

**WHEREAS**, Central Hudson has established a retail access program (the “Customer Choice Program”), as described in its Schedule for Electric Service, P.S.C. No. 15 - Electricity (“Tariff”), on file with the New York State Public Service Commission (“PSC”);

**WHEREAS**, Retail Supplier is an eligible supplier under the Retail Access Program and desires to supply electricity to its retail access customers (“Customers”);

**WHEREAS**, Central Hudson agrees to receive from the Retail Supplier and deliver such Customers’ electricity supplied by the Retail Supplies through Central Hudson’s transmission and distribution system, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual promises set forth hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Central Hudson and Retail Supplier, intending to be legally bound, hereby covenant, promise and agree as follows:

**ARTICLE 1**

**COMMON TERMS AND CONDITIONS**

**1.1 Incorporation By Reference**

The rights and obligations of the Parties under this Agreement shall be governed by the provisions of Central Hudson’s Schedule for Electric Service, P.S.C. No. 15 - Electricity, as the same may be amended, modified, or superseded from time to time and are incorporated within the original agreement. In the event of any conflict, the Schedule for Electric Service, P.S.C. No 15 - Electricity, shall govern with respect to the services provided

hereunder.

## **1.2 Term**

This Agreement shall commence on the date set forth above (“Effective Date”), and will remain in effect until terminated in accordance with its terms, the Tariff, or an order of the FERC or the PSC.

## **ARTICLE 2**

### **BALANCING AND AGENCY ARRANGEMENTS**

#### **2.1 Retail Supplier Obligations**

The Retail Supplier must follow all supply requirements as outlined in the Electric Retail Access Operating Procedures Manual and as further defined in Central Hudson’s Schedule for Electric Service, P.S.C. No. 15 - Electricity, as the same may be amended, modified or superseded from time to time.

#### **2.2 Representations and Warranties**

Retail Supplier makes the following representations and warranties to Central Hudson:

- A.** The information in Appendix No. 1 (Retail Supplier Information Form) is correct as of the Effective Date, and Retail Supplier will promptly inform Central Hudson in writing of any changes in such information.
- B.** Retail Supplier is in compliance with all of the requirements set forth in Appendix B of PSC Opinion 97-5, and will continue to be in compliance with such requirements and all subsequently adopted regulatory requirements throughout the term of this Agreement.
- C.** No material changes in the data contained in Retail Supplier’s initial eligibility application filing with the PSC have occurred or will occur, except such changes as have been or will be reported to the PSC.
- D.** Throughout the term of this Agreement, Retail Supplier will continually adhere to its own policies and procedures as set forth in its disclosure statement filed with the PSC, as updated from time to time.
- E.** Retail Supplier will not, either directly or indirectly, engage in, participate in or encourage or assist others to engage or participate in the practice of transferring customers without authorization, commonly referred to as “slamming.”
- F.** Retail Supplier will have sufficient energy resources available to it, either by contract or through ownership to provide Customers with their electric requirements.
- G.** Retail Supplier must provide Central Hudson with information necessary for the Retail Supplier to

engage in Retail Access in an electronic format prescribed by Central Hudson in accordance with the PSC determination in Case 98-M-0667 and subsequent rulings.

- H.** Retail Supplier will have in place, and must bear the costs of putting in place and successfully testing prior to the start of Customer enrollment, all required information technology systems that will enable it to send and receive data to and from Central Hudson to satisfy its obligations under this Agreement and all other relevant agreements.

### **2.3 Central Hudson Service**

Central Hudson will follow all requirements as outlined in the Electric Retail Access Operating Procedures Manual and as further defined in Central Hudson's Schedule for Electric Service, P.S.C. No. 15 - Electricity, Section 35, as the same may be amended, modified or superseded from time to time.

### **2.4 Financial Security**

Prior to the commencement of service to the Retail Access Customer, Retail Supplier will provide financial security in an amount determined in accordance with Section 35 of the Tariff. If a cash security deposit is provided, Central Hudson will pay interest thereon at the "Other Customer Contributed Capital" rate established by the PSC.

### **2.5 Resolution of Disputes**

If a dispute arises between Parties, including those issues requiring PSC action, the dispute resolution process described in Section 35 will be followed.

### **2.6 Suspension**

#### **A. PSC Suspension of Retail Supplier**

In accordance with the provisions of Section 35 of the Tariff, Central Hudson will be notified by the PSC if Retail Supplier's eligibility is temporarily suspended or permanently revoked. Central Hudson then will notify Customers. Upon the effective date of the termination of Retail Supplier's eligibility, the Company will cease to provide service under this Agreement and notify Customers of such action.

#### **B. Central Hudson Suspension of Retail Supplier**

Conditions under which Central Hudson will initiate a suspension of Retail Supplier are contained in provisions of Section 35 of the Tariff.

Central Hudson will notify in writing (by mail or fax) Retail Supplier and the PSC of the Central Hudson's intention to suspend Retail Supplier as of a date certain (the "Suspension Date") Central Hudson will provide such written notice to Retail Supplier so that it is received at least 10 business days before the Suspension Date unless the suspension is related to an immediate safety or reliability issue, in which case notice will be provided on the Suspension Date. Unless informed otherwise by the PSC, Central Hudson will cease to provide service to Retail Supplier on the Suspension Date and will notify Customers of the suspension.

## **2.7 Retail Access Customer Record**

Retail Supplier will obtain and retain authorization from each Customer and make the authorization available for audit by Central Hudson or its agent.

## **2.8 Billing and Payment**

- A.** Central Hudson will bill Retail Supplier and Retail Supplier will pay fees and charges for reconciling imbalances as provided herein. Retail Supplier also shall pay all charges billed in accordance with the Tariff including charges for miscellaneous services.
- B.** Retail Supplier will pay the full amount stated in any invoice from Central Hudson to Retail Supplier, without deduction, set-off or counterclaim, within 20 days from the date of such invoice. Claims that any invoice is not correct will be made no more than three months after the invoice date.
- C.** Upon failure of Retail Supplier to make any payment when due under this Agreement, Central Hudson will assess a late payment charge at the rate stated in the Tariff on all overdue billed amounts, including arrears and unpaid late payment charges.

## **2.9 Notices**

Any notice to be provided pursuant to the terms of this Agreement will be deemed given, and any other document to be delivered hereunder will be deemed delivered, if in writing and (I) delivered by hand, (ii) deposited for next-business day delivery (fee prepaid) with a reputable overnight delivery service such as Federal Express, or (iii) mailed by certified mail (return receipt requested) postage prepaid, addressed to the recipient at the address set forth below for that party (or at such other address as that party may from time to time designate by giving notice thereof).

Notice to:

Central Hudson Gas & Electric Corp.  
Mr. James Van Tassell

Director of Customer Choice  
284 South Ave.  
Poughkeepsie, NY 12601  
Telephone #: 845-486-5971  
Fax # 845-486-5894  
E-Mail: Jvantassell@cenhud.com

and to:

Retail Supplier

\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail: \_\_\_\_\_

**2.10 Customer Accounts**

Central Hudson will provide Retail Supplier with the applicable billing and delivery information and such other information as detailed in the Tariff. Such information will be provided in accordance with the procedures set forth in the Tariff and may not be used by Retail Supplier for unrelated purposes.

**ARTICLE 3**

**MISCELLANEOUS**

**3.1 Amendments**

Notwithstanding any provision of this Agreement, Central Hudson may at any time propose and file with the FERC and/or PSC changes to the rates, terms, and conditions of the tariff. Such amendment or modification will become effective with respect to service pursuant to this Agreement on the date specified by the FERC or PSC.

**3.2 Prior Agreements Superseded**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings between the parties with respect to the subject matter hereof, and binds and inures to the benefit of the Parties, their successors and permitted assigns.

**3.3 Waiver and Modification**

No modification or waiver of all or any part of this Agreement will be valid unless in writing and signed by the Parties or their agents. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default or matter.

**3.4 Applicable Law and Forum**

Interpretation and performance of this Agreement will be in accordance with, and will be controlled by, the laws of the State of New York except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Retail Supplier irrevocably consents that any legal action or proceeding arising under or relating to this Agreement shall be brought in a court of the State of New York or a federal court of the United States of America located in the State of New York, County of New York, and by execution and delivery of the contract, the Retail Supplier hereby subjects himself generally and unconditionally to the jurisdiction of the aforementioned court. The Retail Supplier hereby irrevocably waives any objection, including, without limitation, any objection to the choice of venue based on the grounds of forum non-convenience, which he may now or hereafter have or assert to the bringing of any such action or proceeding in such respective jurisdiction. The Retail Supplier agrees to accept service of process any such action by certified or registered mail, return receipt requested, addressed to the Retail Supplier at the address designated herein as the address to which notices are sent.

**3.5 Severability**

If one or more provisions herein are held to be invalid, illegal or unenforceable for any reason, the remaining portion of the Agreement shall remain in such full force and effect and shall be carried out in a manner consistent with the intentions of the parties hereto.

**3.6 Agency**

This Agreement is not intended, and will not be construed, to create any association, joint venture, agency relationship or partnership between Central Hudson and the Retail Supplier or any other parties or to impose any such obligation or liability upon Central Hudson.

**3.7 Not for the Benefit of Third Parties**

This Agreement is for the benefit of the Parties hereto and not for the benefit of any third parties.

**3.8 Assignment of Contracts**

A Retail Supplier may assign customer contracts to other eligible Retail Supplier, and transfer the rights to serve those customers under the terms defined in Section 35 of the Tariff.

**3.9** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, as of the date first above written.

CENTRAL HUDSON GAS & ELECTRIC CORP.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(Retail Supplier)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Central Hudson Gas & Electric Corp.  
ESCO Information Sheet - Electric**

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**BUSINESS INFORMATION**

Supplier Federal Tax ID: \_\_\_\_\_ or S.S. No: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Contact Name (Title): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Internet Site: \_\_\_\_\_  
DUNS # \_\_\_\_\_

How do you want to be represented on our approved suppliers list that goes to customers?

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Markets Served: Residential \_\_\_\_\_  
(select all that Comm/Ind. \_\_\_\_\_  
apply) Industrial \_\_\_\_\_

Contact Person For Dispute Resolution: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**OPERATIONS**

A. Are you registered to use the NYPP OASIS transmission scheduling system? \_\_\_Yes\_\_\_ No

B. Contact person responsible for power scheduling \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**CUSTOMER BILLING**

Place an "X" next to your choice of customer billing:

Dual Bill System\_\_\_\_\_.

Single Bill System--CHG&E bills for the Retail Supplier (Rate Ready Model)\_\_\_\_\_.

**SUPPLIER BILLING/CREDIT**

Contact person responsible for financial information \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

**NEW YORK STATE TAX INFORMATION**

A. Contact Person Responsible for Tax Information \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

B. Attach copy of New York State Resale Certificate

C. New York State Certificate of Authority #: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WHEN THIS FORM IS COMPLETED PLEASE MAIL IT, ALONG WITH THE CREDIT INFORMATION LISTED BELOW, TO:**

Mr. James R. Van Tassell  
Director of Retail Choice Programs  
Central Hudson Gas & Electric Corporation  
284 South Avenue  
Poughkeepsie, New York 12601

CENTRAL HUDSON GAS & ELECTRIC CORP.  
DIRECT CUSTOMER  
OPERATING AGREEMENT

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This Agreement shall be effective as of \_\_\_\_\_, \_\_\_ 2\_\_\_\_, (the "Effective Date") by and between Central Hudson Gas & Electric Corporation ("Central Hudson"), having its principal place of business at 284 South Avenue,

Poughkeepsie N.Y. 12601, and \_\_\_\_\_  
having its principal place of business at \_\_\_\_\_,  
(the "Customer"). Central Hudson  
and the Customer are individually referred to herein as a "Party" and  
collectively as the "Parties".

On July 15, 2004 the PSC issued the Order on Petitions on Rehearing and  
Clarification in Case 98-M-1343. Appendix A (Uniform Business Practices, or  
UBP) attached thereto contains the detailed rules and practices governing  
credit requirements, customer relationships, invoicing and other significant  
program aspects relating to the relationships between Distribution Utilities  
and Retail Suppliers and Direct Customers. Appendix A, in its entirety, is  
incorporated by reference into this Agreement.

In all respects, the rights and obligations of Customer and Central Hudson  
under this Agreement will be governed by Central Hudson's filed tariff (PSC  
No.15 - Electric) and Central Hudson's Electric Retail Access Operating  
Procedures (Operating Procedures) as such tariff and Operating Procedures may  
be modified from time to time.

This Agreement shall be subject to and be supplemented by all rules,  
regulations and orders of the PSC, as the same may be modified from time to  
time, governing the transactions contemplated hereby including but not  
limited to the following: (1) Order Establishing Uniform Retail Access  
Billing and Payment Processing Practices issued and effective May 18, 2001 in  
Case 99-M-0631; (2) Order Resolving Petitions for Rehearing issued and  
effective March 14, 2002 in Case 99-M-0631; and (3) Order on Petitions for  
Rehearing and Clarification issued and effective July 15, 2004 in Case 98-M-  
1343. In the event of any conflict between the terms and conditions of this  
Agreement and any rule, regulation or order of the PSC governing the  
transactions contemplated hereby, such rule, regulation or order of the PSC  
shall govern.

WITNESSETH

Whereas, pursuant to rules, regulations and orders of the New York  
State Public Service Commission (the "PSC"), Central Hudson has  
implemented a retail access program by which Central Hudson's electric  
retail customers may purchase electricity supply from a supplier other  
than Central Hudson; and

Whereas, any customer purchasing electricity supply from a supplier  
other than Central Hudson must purchase delivery service from Central Hudson  
for that commodity; and

Whereas, the Customer is engaged in the procurement of energy and  
capacity on its own behalf and for its own use, from a supplier other than  
Central Hudson; and

Whereas, the Customer is an eligible Direct Customer under the terms of  
Central Hudson's Electric Retail Access Operating Procedures (Operating  
Procedures); and

Whereas, the Customer and Central Hudson desire to establish the terms and conditions respecting the procurement of such energy and capacity;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and intending to be legally bound hereby, Central Hudson and Customer agree as follows:

I. TERM

This Agreement shall commence as of the Effective Date, and shall remain in effect until terminated in accordance with the terms contained herein.

II. REPRESENTATION, WARRANTY AND COVENANTS OF THE CUSTOMER

The Customer hereby represents and warrants to Central Hudson that the Customer possesses all legal authority necessary to qualify as a Direct Customer, as defined in the UBP, including but not limited to any and all authorizations and approvals required by the New York State Public Service Commission (PSC) and the New York Independent System Operator (NYISO), and the Customer hereby covenants that the Customer shall promptly notify Central Hudson in the event such authority of the Customer is terminated, limited or diminished for whatever reason.

The Customer hereby represents that the information contained in Appendix A (Direct Customer Information Sheet), attached hereto, is complete and correct, and that Customer will promptly notify Central Hudson of any changes to such information.

III. CREDITWORTHINESS

The Customer shall comply with the creditworthiness requirements as shown in the UBP, Section 3 and shall promptly notify Central Hudson of any major change in risk, as such change is defined in the UBP.

IV. AGGREGATION OF LOADS

If the Customer aggregates and schedules loads for itself and any other Direct Customers, each member of such aggregation will be responsible for meeting all requirements of a Direct Customer.

V. NYISO SERVICES AND CHARGES

Customer will be responsible to arrange for required services to be provided by NYISO for the delivery of its energy to the Central Hudson system, and will be responsible for the payment of any charges due to NYISO for such services.

VI. TAXES

Each party to this Agreement will be responsible for the recording and payment of sales, use, gross receipts and any other taxes applicable to the services provided by that party. The Customer shall be liable for and shall timely pay any and all taxes arising from the Customer's business operations, and shall indemnify, and hold harmless Central Hudson from and against any and all liabilities, claims, demands, judgments, causes of action, costs, expenses, fines, penalties and fees

(including reasonable attorneys and expert witness fees) arising or alleged to have arisen, whether directly or indirectly, as a result of the Customer's failure to timely pay any tax obligation arising from the Customer's business operations. The failure by the Customer to fulfill any obligation of the Customer pursuant to this paragraph shall specifically be deemed a breach of a material term or condition of this Agreement.

VII. ACCOUNT INFORMATION

Central Hudson will provide to the Customer, metered usage data and any subsequent changes, corrections or adjustments to previously supplied data. Central Hudson will make available, upon request, a class load profile for the Customer's service class.

VIII. INVOICES

The Customer shall pay the full amount of any invoice from Central Hudson, without deduction, set-off or counterclaim, within 20 calendar days after the date of such invoice. Subsequent to the due date, charges are overdue, and are subject to late charges on all overdue amounts, including any arrears and unpaid late charges, at the rate then in effect. The Customer shall make any claims relating to inaccuracies of invoices in writing no later than 90 calendar days after the date of the invoice.

IX. TERMINATION

The Customer shall have the right to terminate this Agreement as described in the Operating Procedures.

Central Hudson shall have the right to immediately terminate this Agreement (1) upon the breach by the Customer of any material term or condition hereof, (2) for any reason provided for in any rule, regulation or order of the PSC, (3) if Central Hudson ceases to offer the services provided to the Customer hereunder to all Direct Customers on Central Hudson's delivery system, or (4) if Central Hudson is no longer obligated, for whatever reason, by the rules, regulations or orders of the PSC to provide the services described herein and contemplated hereby .

This Agreement shall terminate upon the issuance of any order or decree directing same by any governmental entity of competent authority.

X. LIMITATION OF LIABILITY

In no event shall Central Hudson be liable to Customer for any and all special, indirect, incidental, penal, punitive or consequential damages of any kind including but not limited to lost profits or revenues and expenses involving cost of capital. Customer shall indemnify and hold harmless Central Hudson, its directors, officers, and employees from and against any and all actions, charges, complaints, proceedings, claims, damages, penalties, costs, expenses and fines resulting, whether directly or indirectly, from errors caused by untimely or inaccurate information provided to Central Hudson by the Customer.

XI. FORCE MAJEURE

Any delay in or failure of performance of any of the duties or obligations of either Party hereto, other than the payment of monies, shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay was caused by or is the result of any occurrence beyond the reasonable control of a Party that causes such party to be delayed in or prevented from performing or carrying out any of its obligations under this Agreement and which, by the exercise of due diligence, that Party is unable to prevent, avoid, mitigate or overcome, including any of the following: any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, ice, explosion, order, failure of an outside service provider, regulation or restriction imposed by governmental, military or lawfully established civilian authorities provided that a Force Majeure event shall not include lack of finances or change in market conditions. The Party so affected shall give prompt written notice to the other Party of such cause and shall take whatever reasonable steps are necessary to relieve the affect of such cause as rapidly as practicable.

XII. APPLICABILITY

All of the terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Customer shall not assign or transfer any of the Customer's rights, interests or obligations under this Agreement without the prior written consent of Central Hudson (which consent shall not be unreasonably, withheld, delayed or conditioned). The Customer shall promptly notify Central Hudson of any change in its legal status, name, state of incorporation or other formation, registration with the PSC, or other fact material to its business.

XIII. CENTRAL HUDSON'S RATES, SERVICE, POLICIES AND PROCEDURES

Central Hudson shall have the right to at any time propose and file with the PSC such changes to the rates, terms and conditions of service set forth in its rate schedules and operating procedures as Central Hudson, in its sole judgment, determines are desirable, including changes that may affect the services provided by Central Hudson hereunder. Upon approval or other favorable disposition by the PSC, such amendment or modification will become effective with respect to service hereunder on the date specified by the PSC or as provided in Central Hudson's operating procedures. Central Hudson shall also have the right to adopt changes to its security requirements, within the limits provided in the UBP, and the Customer shall forthwith comply with those changes.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all previous understandings between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement shall not be deemed nor construed to be an amendment to or modification of any term or condition of any other agreement between the Parties; it being

expressly agreed that the terms and conditions of any and all other agreements between the Parties shall not be affected by this Agreement. No modification or waiver of all or any part of this Agreement will be valid unless in writing and signed by the Parties. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default or matter.

XV. CONFIDENTIAL INFORMATION

The Customer agrees that it shall strictly maintain the confidentiality of all information and data disclosed by Central Hudson hereunder or in the performance of this Agreement by Central Hudson, which is designated by Central Hudson as confidential information. The Customer agrees that any and all information relating to Central Hudson's business, operations, customers, employees and any assets is confidential information and shall not be disclosed by the Customer to any third party. The Customer agrees that the terms and conditions of this Agreement in its entirety shall be considered confidential information and subject to the terms and conditions of this paragraph.

XVI. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the Parties hereto and nothing in this Agreement is intended to confer upon any other person or entity, except the Parties, any rights or remedies hereunder nor is this Agreement intended to create any third party beneficiary rights in any person or entity.

XVII. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). Each Party agrees that any legal action or proceeding arising under or relating to this Agreement shall be brought in a court of the State of New York. Each Party hereby agrees to consent to the personal jurisdiction of the courts of the State of New York in any legal action or proceeding concerning this Agreement or the transactions contemplated hereby. Each Party agrees to accept service of process by mail in any such action or proceeding in accordance with applicable New York State law. The method of serving process, however, shall not be limited by this Agreement to service by mail.

XVIII. MODIFICATION

This Agreement and any provision thereof shall not be superseded, modified, amended, waived, or otherwise changed except by in a writing signed by the duly authorized representatives of both Parties.

IXX. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

XX. SEVERABILITY

If any provision, term or condition of this Agreement shall be determined by an administrative agency or court of competent jurisdiction to be invalid or unenforceable, the Parties shall use reasonable commercial efforts to negotiate in good faith to make such equitable adjustments to this Agreement as may be appropriate so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner but the remainder of this Agreement shall continue in full force and effect.

XXI. WAIVER

No failure on the part of any Party to exercise, nor any delay by any Party in exercising, any right hereunder shall operate as waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XXII. HEADINGS

The paragraph headings contained in this Agreement are provided solely for the reference convenience of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives.

\_\_\_\_\_  
Central Hudson Gas & Electric Corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Customer]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Central Hudson Gas & Electric Corp.  
Direct Customer Information Sheet-Electric**

**BUSINESS INFORMATION**

Customer Federal Tax ID: \_\_\_\_\_ or S.S. No: \_\_\_\_\_

Company Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Business Contact Name (Title): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Internet Site: \_\_\_\_\_  
DUNS # \_\_\_\_\_

Contact Person For Dispute Resolution: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**OPERATIONS**

- A. Are you registered to use the NYPP OASIS transmission scheduling system? \_\_\_Yes\_\_\_ No
- B. Contact person responsible for power scheduling \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ EMail: \_\_\_\_\_

**CUSTOMER BILLING/CREDIT**

Contact person responsible for financial information \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

**NEW YORK STATE TAX INFORMATION**

- A. Contact Person Responsible for Tax Information \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_
- B. Attach copy of New York State Resale Certificate
- C. New York State Certificate of Authority #: \_\_\_\_\_
- D. Tax Exempt Designation \_\_\_\_\_  
(Attach a copy of the exemption certificate)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WHEN THIS FORM IS COMPLETED PLEASE MAIL IT, ALONG WITH THE CREDIT INFORMATION LISTED BELOW, TO:**

Mr. James R. Van Tassell  
Director of Retail Choice Programs  
Central Hudson Gas & Electric Corporation  
284 South Avenue  
Poughkeepsie, New York 12601

## Retail Supplier Creditworthiness Information

In order to establish an active Retail Supplier account with CHG&E the Company must conduct a Creditworthiness determination. Each Retail Supplier, applying to do business with CHG&E, is required to provide the following financial information:

- ◆ Financial Statements, annual reports, 10-K reports or other filings which discuss your financial status.
- ◆ A list of all corporate subsidiaries, parent companies and/or subsidiaries.
- ◆ One bank reference
- ◆ Three trade references (include complete names, addresses and telephone numbers)
- ◆ Written confirmation that you are not operating under any chapter of the bankruptcy laws and are not subject to liquidation or debt reduction procedures.
- ◆ Written confirmation that you are not aware of any change in

business conditions which would cause a substantial deterioration in your financial status.

- ◆ Written confirmation that no significant collection lawsuits or judgements are outstanding.
- ◆ Written confirmation that you have received approval to operate in New York from both the New York State Public Service Commission and the NYISO (typically, copies of letters received from the PSC and NYISO).

Please forward this information to Mr. James R. Van Tassell at CHG&E, 284 South Avenue, Poughkeepsie, NY 12601. Upon receipt of the above requested information CHG&E will begin its creditworthiness review and render a determination within 10 business days.