

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q**

Quarterly Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

FOR THE QUARTERLY PERIOD ENDED March 31, 2024

OR

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission File Number	Exact name of registrant as specified in its charter and principal executive office address and telephone number	State of Incorporation	I.R.S. Employer ID. Number
1-14514	Consolidated Edison, Inc. 4 Irving Place, New York, New York 10003 (212) 460-4600	New York	13-3965100
1-01217	Consolidated Edison Company of New York, Inc. 4 Irving Place, New York, New York 10003 (212) 460-4600	New York	13-5009340

Securities Registered Pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Consolidated Edison, Inc. Common Shares (\$.10 par value)	ED	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Consolidated Edison, Inc. (Con Edison) Yes No

Consolidated Edison Company of New York, Inc. (CECONY) Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Con Edison Yes No

CECONY Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Con Edison

Accelerated filer

Large accelerated filer Non-accelerated filer

Smaller reporting company Emerging growth company

CECONY

Large accelerated filer Non-accelerated filer

Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Con Edison	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
CECONY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

As of April 30, 2024, Con Edison had outstanding 345,834,711 Common Shares (\$.10 par value). All of the outstanding common equity of CECONY is held by Con Edison.

Filing Format

This Quarterly Report on Form 10-Q is a combined report being filed separately by two different registrants: Consolidated Edison, Inc. (Con Edison) and Consolidated Edison Company of New York, Inc. (CECONY). CECONY is a wholly-owned subsidiary of Con Edison and, as such, the information in this report about CECONY also applies to Con Edison. As used in this report, the term the "Companies" refers to Con Edison and CECONY. However, CECONY makes no representation as to the information contained in this report relating to Con Edison or the subsidiaries of Con Edison other than itself.

Glossary of Terms

The following is a glossary of abbreviations or acronyms that are used in the Companies' SEC reports:

Con Edison Companies

Con Edison	Consolidated Edison, Inc.
CECONY	Consolidated Edison Company of New York, Inc.
Clean Energy Businesses	Con Edison Clean Energy Businesses, Inc., a former subsidiary of Con Edison
Con Edison Transmission	Con Edison Transmission, Inc., together with its subsidiaries
O&R	Orange and Rockland Utilities, Inc.
RECO	Rockland Electric Company
The Companies	Con Edison and CECONY
The Utilities	CECONY and O&R

Regulatory Agencies, Government Agencies and Other Organizations

FASB	Financial Accounting Standards Board
FERC	Federal Energy Regulatory Commission
IRS	Internal Revenue Service
NJBPU	New Jersey Board of Public Utilities
NYISO	New York Independent System Operator
NYPA	New York Power Authority
NYSDEC	New York State Department of Environmental Conservation
NYSDPS	New York State Department of Public Service
NYSPSC	New York State Public Service Commission
OTDA	Office of Temporary and Disability Assistance
SEC	U.S. Securities and Exchange Commission

Accounting

ASU	Accounting Standards Update
GAAP	Generally Accepted Accounting Principles in the United States of America
HLBV	Hypothetical Liquidation at Book Value
NOL	Net Operating Loss
OCI	Other Comprehensive Income
VIE	Variable Interest Entity

Environmental

GHG	Greenhouse gases
Superfund	Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 and similar state statutes

Units of Measure

Dt	Dekatherms
kWh	Kilowatt-hour
MMlb	Million pounds
MW	Megawatt or thousand kilowatts
MWh	Megawatt hour

Other

COVID-19	Coronavirus Disease 2019
IRA	The federal Inflation Reduction Act, as enacted on August 16, 2022
TCJA	The federal Tax Cuts and Jobs Act of 2017, as enacted on December 22, 2017

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements that are intended to qualify for the safe-harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are statements of future expectations and not facts. Words such as "forecasts," "expects," "estimates," "anticipates," "intends," "believes," "plans," "will," "target," "guidance," "potential," "goal," "consider" and similar expressions identify forward-looking statements. The forward-looking statements reflect information available and assumptions at the time the statements are made, and accordingly speak only as of that time. Actual results or developments might differ materially from those included in the forward-looking statements because of various factors such as those identified in reports the Companies have filed with the Securities and Exchange Commission, including, but not limited to:

- the Companies are extensively regulated and are subject to substantial penalties;
- the Utilities' rate plans may not provide a reasonable return;
- the Companies may be adversely affected by changes to the Utilities' rate plans;
- the failure of, or damage to, the Companies' facilities could adversely affect the Companies;
- a cyber attack could adversely affect the Companies;
- the failure of processes and systems, the failure to retain and attract employees and contractors, and their negative performance could adversely affect the Companies;
- the Companies are exposed to risks from the environmental consequences of their operations, including increased costs related to climate change;
- Con Edison's ability to pay dividends or interest depends on dividends from its subsidiaries;
- changes to tax laws could adversely affect the Companies;
- the Companies require access to capital markets to satisfy funding requirements;
- a disruption in the wholesale energy markets, increased commodity costs or failure by an energy supplier or customer could adversely affect the Companies;
- the Companies face risks related to health epidemics and other outbreaks;
- the Companies' strategies may not be effective to address changes in the external business environment;
- the Companies face risks related to supply chain disruption and inflation; and
- the Companies also face other risks that are beyond their control.

The Companies assume no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Consolidated Edison, Inc.

CONSOLIDATED INCOME STATEMENT (UNAUDITED)

	For the Three Months Ended March 31,	
(Millions of Dollars/Except Share Data)	2024	2023
OPERATING REVENUES		
Electric	\$ 2,636	\$ 2,538
Gas	1,356	1,430
Steam	287	306
Non-utility	1	129
TOTAL OPERATING REVENUES	4,280	4,403
OPERATING EXPENSES		
Purchased power	649	702
Fuel	88	189
Gas purchased for resale	267	468
Other operations and maintenance	888	896
Depreciation and amortization	539	499
Taxes, other than income taxes	808	765
TOTAL OPERATING EXPENSES	3,239	3,519
Gain (Loss) on sale of the Clean Energy Businesses	(30)	855
OPERATING INCOME	1,011	1,739
OTHER INCOME (DEDUCTIONS)		
Investment income	19	8
Other income	164	204
Allowance for equity funds used during construction	10	6
Other deductions	(11)	(22)
TOTAL OTHER INCOME	182	196
INCOME BEFORE INTEREST AND INCOME TAX EXPENSE	1,193	1,935
INTEREST EXPENSE (INCOME)		
Interest on long-term debt	255	251
Other interest expense	48	24
Allowance for borrowed funds used during construction	(14)	(13)
NET INTEREST EXPENSE	289	262
INCOME BEFORE INCOME TAX EXPENSE	904	1,673
INCOME TAX EXPENSE	184	243
NET INCOME	720	1,430
Loss attributable to non-controlling interest	—	(3)
NET INCOME FOR COMMON STOCK	\$ 720	\$ 1,433
Net income per common share—basic	\$ 2.08	\$ 4.06
Net income per common share—diluted	\$ 2.08	\$ 4.05
AVERAGE NUMBER OF SHARES OUTSTANDING—BASIC (IN MILLIONS)	345.5	352.9
AVERAGE NUMBER OF SHARES OUTSTANDING—DILUTED (IN MILLIONS)	346.8	354.2

The accompanying notes are an integral part of these financial statements.

Consolidated Edison, Inc.**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)**

	Three Months Ended March 31,	
(Millions of Dollars)	2024	2023
NET INCOME	\$ 720	\$ 1,430
LOSS ATTRIBUTABLE TO NON-CONTROLLING INTEREST	—	3
OTHER COMPREHENSIVE INCOME, NET OF TAXES		
Pension and other postretirement benefit plan liability adjustments, net of taxes	(4)	4
TOTAL OTHER COMPREHENSIVE INCOME/(LOSS), NET OF TAXES	(4)	4
COMPREHENSIVE INCOME	\$ 716	\$ 1,437

The accompanying notes are an integral part of these financial statements.

Consolidated Edison, Inc.

CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)

For the Three Months Ended March 31,

(Millions of Dollars)	2024	2023
OPERATING ACTIVITIES		
Net income	\$ 720	\$ 1,430
PRINCIPAL NON-CASH CHARGES/(CREDITS) TO INCOME		
Depreciation and amortization	539	499
Deferred income taxes	188	(81)
Rate case amortization and accruals	49	22
Net derivative gains	—	12
Pre-tax loss/(gain) on sale of the Clean Energy Businesses	30	(855)
Other non-cash items, net	(49)	(86)
CHANGES IN ASSETS AND LIABILITIES		
Accounts receivable – customers	(215)	219
Allowance for uncollectible accounts – customers	34	(78)
Materials and supplies, including fuel oil and gas in storage	27	76
Revenue decoupling mechanism receivable	(78)	25
Other receivables and other current assets	98	(13)
Unbilled revenue and net unbilled revenue deferrals	(26)	48
Prepayments	(554)	(564)
Accounts payable	(178)	(543)
Pensions and retiree benefits obligations, net	(86)	(43)
Pensions and retiree benefits contributions	(4)	(5)
Accrued taxes	(13)	252
Accrued interest	128	97
Superfund and environmental remediation costs	(6)	(3)
Distributions from equity investments	—	6
Deferred charges, noncurrent assets, leases, net and other regulatory assets	30	(321)
Deferred credits, noncurrent liabilities and other regulatory liabilities	86	(28)
Other current liabilities	(147)	26
NET CASH FLOWS FROM OPERATING ACTIVITIES	573	92
INVESTING ACTIVITIES		
Utility construction expenditures	(1,237)	(1,050)
Cost of removal less salvage	(107)	(94)
Non-utility construction expenditures	—	(140)
Proceeds from sale of the Clean Energy Businesses, net of cash and cash equivalents sold	—	3,927
Other investing activities	—	(25)
NET CASH FLOWS FROM (USED IN) INVESTING ACTIVITIES	(1,344)	2,618
FINANCING ACTIVITIES		
Net (payment)/issuance of short-term debt	11	(2,629)
Issuance of long-term debt	—	500
Retirement of long-term debt	—	(60)
Debt issuance costs	(1)	(4)
Common stock dividends	(274)	(284)
Issuance of common shares for stock plans	15	15
Repurchase of common shares	—	(1,000)
Distribution to noncontrolling interest	—	(4)
NET CASH FLOWS USED IN FINANCING ACTIVITIES	(249)	(3,466)
CASH, TEMPORARY CASH INVESTMENTS, AND RESTRICTED CASH:		
NET CHANGE FOR THE PERIOD	(1,020)	(756)
BALANCE AT BEGINNING OF PERIOD	1,195	1,530
BALANCE AT END OF PERIOD	\$ 175	\$ 774
LESS: CHANGE IN CASH BALANCES HELD FOR SALE	6	3
BALANCE AT END OF PERIOD EXCLUDING HELD FOR SALE	\$ 169	\$ 771
SUPPLEMENTAL DISCLOSURE OF CASH INFORMATION		
Cash paid during the period for:		
Interest, net of capitalized interest	\$ 135	\$ 156

Income taxes	\$ 3	\$ 10
SUPPLEMENTAL DISCLOSURE OF NON-CASH INFORMATION		
Construction expenditures in accounts payable	\$ 441	\$ 444
Issuance of common shares for dividend reinvestment	\$ 13	\$ 4
Software licenses acquired but unpaid as of end of period	\$ —	\$ 2
Equipment acquired but unpaid as of end of period	\$ 11	\$ 17

The accompanying notes are an integral part of these financial statements.

Consolidated Edison, Inc.
CONSOLIDATED BALANCE SHEET (UNAUDITED)

(Millions of Dollars)	March 31, 2024	December 31, 2023
ASSETS		
CURRENT ASSETS		
Cash and temporary cash investments	\$ 169	\$ 1,189
Accounts receivable – customers, net allowance for uncollectible accounts of \$ 394 and \$ 360 in 2024 and 2023, respectively	2,618	2,418
Other receivables, net allowance for uncollectible accounts of \$ 17 and \$ 13 in 2024 and 2023, respectively	299	444
Accrued unbilled revenue	771	722
Fuel oil, gas in storage, materials and supplies, at average cost	442	469
Prepayments	1,023	470
Regulatory assets	210	281
Restricted cash	—	1
Revenue decoupling mechanism receivable	280	203
Fair value of derivative assets	88	52
Assets held for sale	164	163
Other current assets	102	125
TOTAL CURRENT ASSETS	6,166	6,537
INVESTMENTS		
UTILITY PLANT, AT ORIGINAL COST		
Electric	39,771	39,071
Gas	14,500	14,318
Steam	3,110	3,085
General	4,755	4,835
TOTAL	62,136	61,309
Less: Accumulated depreciation	14,776	14,157
Net	47,360	47,152
Construction work in progress	2,481	2,442
NET UTILITY PLANT	49,841	49,594
NON-UTILITY PLANT		
Non-utility property, net accumulated depreciation of \$ 24 in 2024 and 2023	12	13
Construction work in progress	1	1
NET PLANT	49,854	49,608
OTHER NONCURRENT ASSETS		
Goodwill	408	408
Regulatory assets	5,050	4,607
Pension and retiree benefits	3,267	3,275
Operating lease right-of-use asset	521	533
Fair value of derivative assets	48	48
Other deferred charges and noncurrent assets	325	316
TOTAL OTHER NONCURRENT ASSETS	9,619	9,187
TOTAL ASSETS	\$ 66,680	\$ 66,331

The accompanying notes are an integral part of these financial statements.

Consolidated Edison, Inc.
CONSOLIDATED BALANCE SHEET (UNAUDITED)

(Millions of Dollars)	March 31, 2024	December 31, 2023
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Long-term debt due within one year	\$ 250	\$ 250
Notes payable	2,299	2,288
Accounts payable	1,439	1,775
Customer deposits	411	396
Accrued taxes	63	73
Accrued interest	298	170
Accrued wages	127	125
Fair value of derivative liabilities	113	193
Regulatory liabilities	258	145
System benefit charge	406	444
Operating lease liabilities	116	116
Liabilities held for sale	77	76
Other current liabilities	387	411
TOTAL CURRENT LIABILITIES	6,244	6,462
NONCURRENT LIABILITIES		
Provision for injuries and damages	183	188
Pensions and retiree benefits	633	592
Superfund and other environmental costs	1,112	1,118
Asset retirement obligations	527	522
Fair value of derivative liabilities	94	121
Deferred income taxes and unamortized investment tax credits	8,338	8,069
Operating lease liabilities	430	429
Regulatory liabilities	5,174	5,328
Other deferred credits and noncurrent liabilities	401	417
TOTAL NONCURRENT LIABILITIES	16,892	16,784
LONG-TERM DEBT	21,929	21,927
COMMITMENTS, CONTINGENCIES, AND GUARANTEES (Note B, Note G, and Note H)		
COMMON SHAREHOLDERS' EQUITY (See Statement of Common Shareholders' Equity)	21,615	21,158
TOTAL LIABILITIES AND EQUITY	\$ 66,680	\$ 66,331

The accompanying notes are an integral part of these financial statements.

Consolidated Edison, Inc.

CONSOLIDATED STATEMENT OF EQUITY (UNAUDITED)

<i>(In Millions, except for dividends per share)</i>	Common Stock		Additional		Treasury Stock		Accumulated		Non-controlling	
	Shares	Amount	Paid-In Capital	Retained Earnings	Shares	Amount	Capital Stock	Other Comprehensive Income/(Loss)	Interest	Total
BALANCE AS OF DECEMBER 31, 2022	355	\$ 37	\$ 9,803	\$ 11,985	23	\$(1,038)	\$(122)	\$ 22	\$ 202	\$ 20,889
Net income (loss)				1,433					(3)	1,430
Common stock dividends (\$ 0.81 per share)				(288)						(288)
Issuance of common shares for stock plans				15						15
Common stock repurchases	(9)		(200)		9	(808)				(1,008)
Other comprehensive income								4		4
Distributions to noncontrolling interests									(4)	(4)
Disposal of the Clean Energy Businesses									(195)	(195)
BALANCE AS OF MARCH 31, 2023	346	\$ 37	\$ 9,618	\$ 13,130	32	\$(1,846)	\$(122)	\$ 26	\$ —	\$ 20,843
BALANCE AS OF DECEMBER 31, 2023	345	\$ 37	\$ 9,861	\$ 13,377	34	\$(2,017)	\$(122)	\$ 22	\$ —	\$ 21,158
Net income				720						720
Common stock dividends (\$ 0.83 per share)				(287)						(287)
Issuance of common shares for stock plans	1	1		27						28
Other comprehensive loss								(4)		(4)
BALANCE AS OF MARCH 31, 2024	346	\$ 38	\$ 9,888	\$ 13,810	34	\$(2,017)	\$(122)	\$ 18	\$ —	\$ 21,615

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED INCOME STATEMENT (UNAUDITED)

	For the Three Months Ended March 31,	
(Millions of Dollars)	2024	2023
OPERATING REVENUES		
Electric	\$ 2,441	\$ 2,356
Gas	1,243	1,291
Steam	287	306
TOTAL OPERATING REVENUES	3,971	3,953
OPERATING EXPENSES		
Purchased power	579	631
Fuel	88	189
Gas purchased for resale	235	365
Other operations and maintenance	789	750
Depreciation and amortization	510	473
Taxes, other than income taxes	781	736
TOTAL OPERATING EXPENSES	2,982	3,144
OPERATING INCOME	989	809
OTHER INCOME (DEDUCTIONS)		
Investment and other income	156	187
Allowance for equity funds used during construction	9	5
Other deductions	(9)	(10)
TOTAL OTHER INCOME	156	182
INCOME BEFORE INTEREST AND INCOME TAX EXPENSE	1,145	991
INTEREST EXPENSE (INCOME)		
Interest on long-term debt	242	216
Other interest expense	41	29
Allowance for borrowed funds used during construction	(13)	(12)
NET INTEREST EXPENSE	270	233
INCOME BEFORE INCOME TAX EXPENSE	875	758
INCOME TAX EXPENSE	181	154
NET INCOME	\$ 694	\$ 604

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)

	For the Three Months Ended March 31,	
(Millions of Dollars)	2024	2023
NET INCOME	\$ 694	\$ 604
OTHER COMPREHENSIVE LOSS, NET OF TAXES		
Pension and other postretirement benefit plan liability adjustments, net of taxes	—	(1)
TOTAL OTHER COMPREHENSIVE LOSS, NET OF TAXES	—	(1)
COMPREHENSIVE INCOME	\$ 694	\$ 603

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)

For the Three Months Ended March 31,

(Millions of Dollars)	2024	2023
OPERATING ACTIVITIES		
Net income	\$ 694	\$ 604
PRINCIPAL NON-CASH CHARGES/(CREDITS) TO INCOME		
Depreciation and amortization	510	473
Deferred income taxes	181	296
Rate case amortization and accruals	45	17
Other non-cash items, net	(28)	(79)
CHANGES IN ASSETS AND LIABILITIES		
Accounts receivable – customers	(210)	238
Allowance for uncollectible accounts – customers	30	(78)
Materials and supplies, including fuel oil and gas in storage	22	48
Revenue decoupling mechanism receivable	(85)	27
Other receivables and other current assets	76	(276)
Unbilled revenue and net unbilled revenue deferrals	(23)	77
Accounts receivable from affiliated companies	4	(53)
Prepayments	(546)	(574)
Accounts payable	(176)	(368)
Accounts payable from affiliated companies	4	3
Pensions and retiree benefits obligations, net	(94)	(44)
Pensions and retiree benefits contributions	(4)	(4)
Superfund and environmental remediation costs	(6)	(4)
Accrued taxes	(9)	(46)
Accrued taxes to affiliated companies	—	(89)
Accrued interest	124	125
Deferred charges, noncurrent assets, leases, net and other regulatory assets	61	(311)
Deferred credits, noncurrent liabilities and other regulatory liabilities	83	(2)
Other current liabilities	(131)	65
NET CASH FLOWS FROM OPERATING ACTIVITIES	522	45
INVESTING ACTIVITIES		
Utility construction expenditures	(1,160)	(985)
Cost of removal less salvage	(106)	(92)
NET CASH FLOWS USED IN INVESTING ACTIVITIES	(1,266)	(1,077)
FINANCING ACTIVITIES		
Net payment of short-term debt	(46)	(1,895)
Issuance of long-term debt	—	500
Debt issuance costs	(1)	(4)
Capital contribution by Con Edison	25	1,675
Dividend to Con Edison	(268)	(264)
NET CASH FLOWS FROM (USED IN) FINANCING ACTIVITIES	(290)	12
CASH AND TEMPORARY CASH INVESTMENTS		
NET CHANGE FOR THE PERIOD	(1,034)	(1,020)
BALANCE AT BEGINNING OF PERIOD	1,138	1,056
BALANCE AT END OF PERIOD	\$ 104	\$ 36
SUPPLEMENTAL DISCLOSURE OF CASH INFORMATION		
Cash paid/(received) during the period for:		
Interest, net of capitalized interest	\$ 121	\$ 95
Income taxes	\$ —	\$ (2)
SUPPLEMENTAL DISCLOSURE OF NON-CASH INFORMATION		
Construction expenditures in accounts payable	\$ 416	\$ 426
Software licenses acquired but unpaid as of end of period	\$ —	\$ 2
Equipment acquired but unpaid as of end of period	\$ 11	\$ 17

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED BALANCE SHEET (UNAUDITED)

(Millions of Dollars)	March 31, 2024	December 31, 2023
ASSETS		
CURRENT ASSETS		
Cash and temporary cash investments	\$ 104	\$ 1,138
Accounts receivable – customers, net allowance for uncollectible accounts of \$ 383 and \$ 353 in 2024 and 2023, respectively	2,510	2,330
Other receivables, net allowance for uncollectible accounts of \$ 12 and \$ 9 in 2024 and 2023, respectively	244	332
Accrued unbilled revenue	712	678
Accounts receivable from affiliated companies	142	146
Fuel oil, gas in storage, materials and supplies, at average cost	400	422
Prepayments	875	329
Regulatory assets	191	254
Revenue decoupling mechanism receivable	275	190
Fair value of derivative assets	82	49
Other current assets	89	113
TOTAL CURRENT ASSETS	5,624	5,981
INVESTMENTS		
UTILITY PLANT, AT ORIGINAL COST		
Electric	37,485	36,808
Gas	13,384	13,226
Steam	3,109	3,085
General	4,432	4,530
TOTAL	58,410	57,649
Less: Accumulated depreciation	13,771	13,171
Net	44,639	44,478
Construction work in progress	2,211	2,168
NET UTILITY PLANT	46,850	46,646
NON-UTILITY PROPERTY		
Non-utility property, net accumulated depreciation of \$ 25 in 2024 and 2023	1	2
NET PLANT	46,851	46,648
OTHER NONCURRENT ASSETS		
Regulatory assets	4,757	4,314
Operating lease right-of-use asset	521	532
Pension and retiree benefits	3,202	3,184
Fair value of derivative assets	47	49
Other deferred charges and noncurrent assets	269	284
TOTAL OTHER NONCURRENT ASSETS	8,796	8,363
TOTAL ASSETS	\$ 61,904	\$ 61,600

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED BALANCE SHEET (UNAUDITED)

<i>(Millions of Dollars)</i>	March 31, 2024	December 31, 2023
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES		
Long-term debt due within one year	\$ 250	\$ 250
Notes payable	1,857	1,903
Accounts payable	1,305	1,629
Accounts payable to affiliated companies	20	16
Customer deposits	394	378
Accrued taxes	46	55
Accrued taxes to affiliated companies	1	1
Accrued interest	283	159
Accrued wages	115	114
Fair value of derivative liabilities	103	179
Regulatory liabilities	210	107
System benefit charge	369	406
Operating lease liabilities	116	116
Other current liabilities	349	381
TOTAL CURRENT LIABILITIES	5,418	5,694
NONCURRENT LIABILITIES		
Provision for injuries and damages	178	185
Pensions and retiree benefits	581	542
Superfund and other environmental costs	1,020	1,026
Asset retirement obligations	525	520
Fair value of derivative liabilities	85	108
Deferred income taxes and unamortized investment tax credits	8,249	7,984
Operating lease liabilities	430	429
Regulatory liabilities	4,687	4,818
Other deferred credits and noncurrent liabilities	322	338
TOTAL NONCURRENT LIABILITIES	16,077	15,950
LONG-TERM DEBT	20,812	20,810
COMMITMENTS AND CONTINGENCIES (Note B and Note G)		
SHAREHOLDER'S EQUITY (See Statement of Shareholder's Equity)	19,597	19,146
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	\$ 61,904	\$ 61,600

The accompanying notes are an integral part of these financial statements.

Consolidated Edison Company of New York, Inc.
CONSOLIDATED STATEMENT OF SHAREHOLDER'S EQUITY (UNAUDITED)

<i>(In Millions)/Except Share Data</i>	Common Stock		Additional Paid-In Capital		Retained Earnings	Repurchased Con Edison Stock	Capital Stock Expense	Accumulated Other Comprehensive Income/(Loss)	
	Shares	Amount	Capital	Earnings	Stock	Expense	Income/(Loss)	Total	
BALANCE AS OF DECEMBER 31, 2022	235	\$ 589	\$ 7,419	\$ 9,890	\$(962)	\$(62)	\$ 4	\$ 16,878	
Net income				604				604	
Common stock dividend to Con Edison				(264)				(264)	
Capital contribution by Con Edison			1,675					1,675	
Other comprehensive loss							(1)	(1)	
BALANCE AS OF MARCH 31, 2023	235	\$ 589	\$ 9,094	\$ 10,230	\$(962)	\$(62)	\$ 3	\$ 18,892	
BALANCE AS OF DECEMBER 31, 2023	235	\$ 589	\$ 9,139	\$ 10,440	\$(962)	\$(62)	\$ 2	\$ 19,146	
Net income				694				694	
Common stock dividend to Con Edison				(268)				(268)	
Capital contribution by Con Edison			25					25	
BALANCE AS OF MARCH 31, 2024	235	\$ 589	\$ 9,164	\$ 10,866	\$(962)	\$(62)	\$ 2	\$ 19,597	

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS (UNAUDITED)

General

These combined notes accompany and form an integral part of the separate interim consolidated financial statements of each of the two separate registrants: Consolidated Edison, Inc. and its subsidiaries (Con Edison) and Consolidated Edison Company of New York, Inc. and its subsidiaries (CECONY). CECONY is a subsidiary of Con Edison and as such its financial condition and results of operations and cash flows, that are presented separately in the CECONY consolidated financial statements, are also consolidated, along with those of Orange and Rockland Utilities, Inc. (O&R), Con Edison Transmission, Inc. (together with its subsidiaries, Con Edison Transmission) and its former subsidiary, Con Edison Clean Energy Businesses, Inc. (together with its subsidiaries, the Clean Energy Businesses), in Con Edison's consolidated financial statements. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R. The term "Utilities" is used in these notes to refer to CECONY and O&R.

As used in these notes, the term "Companies" refers to Con Edison and CECONY and, except as otherwise noted, the information in these combined notes relates to each of the Companies. However, CECONY makes no representation as to information relating to Con Edison or the subsidiaries of Con Edison other than itself.

The separate interim consolidated financial statements of each of the Companies are unaudited but, in the opinion of their respective managements, reflect all adjustments (which include only normally recurring adjustments) necessary for a fair statement of the results for the interim periods presented. The Companies' separate interim consolidated financial statements should be read together with their separate audited financial statements (including the combined notes thereto) included in Item 8 of their combined Annual Report on Form 10-K for the year ended December 31, 2023.

Con Edison has two regulated utility subsidiaries: CECONY and O&R. CECONY provides electric service and gas service in New York City and Westchester County. The company also provides steam service in parts of Manhattan. O&R, along with its regulated utility subsidiary, provides electric service in southeastern New York and northern New Jersey, and gas service in southeastern New York. Con Edison Transmission invests in and seeks to develop electric transmission projects through its subsidiary, Consolidated Edison Transmission, LLC, and manages, through joint ventures, investments in gas pipeline and storage facilities through its subsidiary, Con Edison Gas Pipeline and Storage, LLC. See "Investments" in Note A.

Note A – Summary of Significant Accounting Policies and Other Matters

Accounting Policies

The accounting policies of Con Edison and its subsidiaries conform to generally accepted accounting principles in the United States of America (GAAP). For the Utilities, these accounting principles include the accounting rules for regulated operations and the accounting requirements of the Federal Energy Regulatory Commission (FERC) and the state regulators having jurisdiction.

Investments

Con Edison's investments consist primarily of the investments of Con Edison Transmission that are accounted for under the equity method and the fair value of the Utilities' supplemental retirement income plan and deferred income plan assets.

Investment in Mountain Valley Pipeline, LLC (MVP)

In January 2016, a subsidiary of Con Edison Transmission acquired a 12.5 percent interest in MVP, a company developing a proposed 300 -mile gas transmission project (the Mountain Valley Pipeline) in West Virginia and Virginia. During 2019, Con Edison exercised its right to limit, and did limit, its cash contributions to the joint venture to approximately \$ 530 million, that reduced Con Edison Transmission's interest in MVP to 9.6 percent and 7.9 percent as of December 31, 2022 and 2023, respectively. As of March 31, 2024, Con Edison Transmission's interest in MVP is 7.2 percent and is expected to be reduced to approximately 6.75 percent based on Con Edison Transmission's previous capping of its cash contributions. As of December 31, 2023 and March 31, 2024, the Mountain Valley Pipeline was approximately 97 percent and 99 percent complete, respectively.

In June 2023, federal legislation to raise the U.S. debt ceiling included provisions declaring the Mountain Valley Pipeline to be in the national interest, expediting the permitting process and moving jurisdiction of challenges of permits to the D.C. Circuit Court of Appeals, from the 4th Circuit Court of Appeals. These actions enabled construction activities to resume in June 2023 and continue without substantial interruption for the duration of 2023. In April 2024, the operator of the Mountain Valley Pipeline announced that it expects to complete construction on or about May 31, 2024, with long-term firm capacity obligations to begin on the first day of month immediately following

the date MVP receives FERC authorization to commence service. The operator also announced it is targeting a total project cost of approximately \$ 7,850 million (including contingency and excluding allowance for funds used during construction). At March 31, 2024, Con Edison Transmission's carrying value of its investment in MVP was \$ 153 million and its cash contributions to the joint venture amounted to \$ 530 million.

There is risk that the fair value of Con Edison's investment in MVP may be further impaired in the future. Assumptions and estimates used to test Con Edison's investment in MVP for impairment may change if adverse developments impacting the construction of the Mountain Valley Pipeline were to occur.

Reclassification

Certain prior period amounts have been reclassified to conform with the current period presentation.

Earnings Per Common Share

Con Edison presents basic and diluted earnings per share (EPS) on the face of its consolidated income statement. Basic EPS is calculated by dividing earnings available to common shareholders ("Net income for common stock" on Con Edison's consolidated income statement) by the weighted average number of Con Edison common shares outstanding during the period. In the calculation of diluted EPS, weighted average shares outstanding are increased for additional shares that would be outstanding if potentially dilutive securities were converted to common stock.

Potentially dilutive securities for Con Edison consist of restricted stock units and deferred stock units for which the average market price of the common shares for the period was greater than the exercise vesting price.

For the three months ended March 31, 2024 and 2023, basic and diluted EPS for Con Edison are calculated as follows:

	For the Three Months Ended March 31,	
	2024	2023
(Millions of Dollars, except per share amounts/Shares in Millions)		
Net income for common stock	\$ 720	\$ 1,433
Weighted average common shares outstanding – basic	345.5	352.9
Add: Incremental shares attributable to effect of potentially dilutive securities	1.3	1.3
Adjusted weighted average common shares outstanding – diluted	346.8	354.2
Net Income per common share – basic	\$ 2.08	\$ 4.06
Net Income per common share – diluted	\$ 2.08	\$ 4.05

The computation of diluted EPS for the three months ended March 31, 2023 and 2024 excluded approximately 1.9 million shares and an immaterial number of shares, respectively, because of their anti-dilutive effect. The anti-dilutive shares as of March 31, 2023 were calculated factoring in accelerated share repurchase agreements that Con Edison entered into in March 2023 with two dealers to repurchase \$ 1,000 million in aggregate of Con Edison's Common Shares (\$ 0.10 par value) that were settled during the second quarter of 2023.

Changes in Accumulated Other Comprehensive Income/(Loss) by Component

For the three months ended March 31, 2024 and 2023, changes to accumulated other comprehensive income/(loss) (OCI) for Con Edison and CECONY are as follows:

	For the Three Months Ended March 31,			
	Con Edison	CECONY	Con Edison	CECONY
(Millions of Dollars)	2024	2023	2024	2023
Beginning balance, accumulated OCI, net of taxes (a)	\$ 22	\$ 22	\$ 2	\$ 4
OCI before reclassifications, net of tax of \$ 2 for Con Edison in 2024	(4)	—	—	(1)
Amounts reclassified from accumulated OCI related to pension plan liabilities, net of tax (a)(b)	—	4	—	—
Current period OCI, net of taxes	(4)	4	—	(1)
Ending balance, accumulated OCI, net of taxes (a)	\$ 18	\$ 26	\$ 2	\$ 3

(a) Tax reclassified from accumulated OCI is reported in the income tax expense line item of the consolidated income statement.

(b) For the portion of unrecognized pension and other postretirement benefit costs relating to the Utilities, costs are recorded into, and amortized out of, regulatory assets and liabilities instead of OCI. The net actuarial losses and prior service costs recognized during the period are included in the computation of total periodic pension and other postretirement benefit costs. See Notes E and F. For Con Edison in 2023, amounts reclassified also include accumulated OCI of the Clean Energy Businesses that were sold on March 1, 2023. See Note Q.

Reconciliation of Cash, Temporary Cash Investments and Restricted Cash

Cash, temporary cash investments and restricted cash are presented on a combined basis in the Companies' consolidated statements of cash flows. At March 31, 2024 and 2023, cash, temporary cash investments and restricted cash for Con Edison were as follows; CECONY did not have material restricted cash balances as of March 31, 2024 and 2023:

	At March 31,	
	Con Edison	
(Millions of Dollars)	2024	2023
Cash and temporary cash investments	\$ 169	\$ 771
Restricted cash (a)	6	2
Total cash, temporary cash investments and restricted cash	\$ 175	\$ 773

(a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q. Con Edison retained one deferred project, Broken Bow II, a 75 MW nameplate capacity wind power project located in Nebraska. Con Edison's restricted cash for the 2023 and 2024 periods include restricted cash of Broken Bow II that continued to be classified as held for sale as of March 31, 2024. See Note R.

Variable Interest Entities

The accounting rules for consolidation address the consolidation of a variable interest entity (VIE) by a business enterprise that is the primary beneficiary. A VIE is an entity that does not have a sufficient equity investment at risk to permit it to finance its activities without additional subordinated financial support, or whose equity investors lack the characteristics of a controlling financial interest. The primary beneficiary is the business enterprise that has the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and either absorbs a significant amount of the VIE's losses or has the right to receive benefits that could be significant to the VIE.

The Companies enter into arrangements including leases, partnerships and electricity purchase agreements, with various entities. As a result of these arrangements, the Companies retain or may retain a variable interest in these entities.

CECONY has an ongoing long-term electricity purchase agreement with Brooklyn Navy Yard Cogeneration Partners, LP, a potential VIE. In 2023, a request was made of this counterparty for information necessary to determine whether the entity was a VIE and whether CECONY is the primary beneficiary; however, the information was not made available. The payments for this contract constitute CECONY's maximum exposure to loss with respect to the potential VIE.

Assets Held for Sale

Generally, a long-lived asset or business to be sold is classified as held for sale in the period in which management, with approval from the Board of Directors, commits to a plan to sell, and a sale is expected to be completed within one year. During the first nine months of 2022, Con Edison considered strategic alternatives with respect to the Clean Energy Businesses.

As described further in Note R, on October 1, 2022, Con Edison's management received authority to commit to a plan to sell the Clean Energy Businesses and entered into a purchase and sale agreement. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses with the exception of two tax equity interests and one deferred project, Broken Bow II. Broken Bow II continued to be classified as held for sale as of March 31, 2024. See Note R.

Fair value is the amount at which an asset, liability or business could be bought or sold in a current transaction between willing parties and may be estimated using a number of techniques, or may be observable using quoted market prices. Con Edison used a market approach consisting of the contractual sales price adjusted for estimated working capital and other contractual purchase price adjustments to determine the fair value of the Clean Energy Businesses as of December 31, 2022, and subtracted estimated costs to sell from that calculated fair value. The resulting net fair value of the Clean Energy Businesses' assets exceeded the carrying value of the Clean Energy Businesses' assets through the sale date in March 2023, and accordingly no impairments were recorded.

The sale of the Clean Energy Businesses did not represent a strategic shift that had or would have had a major effect on Con Edison, and as such, the sale did not qualify for treatment as a discontinued operation.

For further information, see Note R.

Note B – Regulatory Matters

Rate Plans

O&R New York – Electric

In April 2024, O&R filed an update to its January 2024 request to the NYSPSC for an electric rate increase effective January 1, 2025. The company decreased its requested January 2024 rate increase by \$ 7.5 million to \$ 10.7 million.

For purposes of illustration, the filing calculated rate increases of \$ 34.8 million and \$ 55 million effective January 2026 and 2027, respectively, based upon the proposed return on common equity of 10.25 percent and a common equity ratio of 50 percent.

O&R New York – Gas

In April 2024, O&R filed an update to its January 2024 request to the NYSPSC for a gas rate increase effective January 1, 2025. The company increased its requested January 2024 rate increase by \$ 3.1 million to \$ 17.5 million. For purposes of illustration, the filing calculated rate increases of \$ 22.8 million and \$ 19.2 million effective January 2026 and 2027, respectively, based upon the proposed return on common equity of 10.25 percent and a common equity ratio of 50 percent.

Bill Relief Program

In March 2024, CECONY and O&R received \$ 91 million and \$ 9 million, respectively, pursuant to a New York State bill relief program funded by the state that provided a one-time bill credit for electric and gas customers. The program was established to partially offset the costs all customers pay to fund utility energy affordability programs.

Other Regulatory Matters

In January 2023, CECONY initiated a review of welds on certain gas and steam mains following the company's discovery of a leak from a gas main weld in Queens, New York. During the course of its review thus far, CECONY discovered a limited number of other non-conforming gas and steam main welds. New York regulations require utilities to perform and record weld films for certain gas and steam main welds. Upon reviewing these films, CECONY determined that in some instances third-party contractors engaged in misconduct by substituting duplicate weld films for different welds, while another third-party contractor had created poor quality weld films. CECONY voluntarily disclosed its initial review and findings to the NYSDPS which, in turn, initiated its own investigation. CECONY also reported the contractors' misconduct to law enforcement. Given the nature of the non-conforming welds identified, CECONY does not anticipate significant impact to the operation of its gas and steam mains. CECONY continues to investigate this matter, is remediating and monitoring the known non-conforming welds and is cooperating with the NYSDPS on its investigation of this matter. CECONY is unable to estimate the amount or range of its possible loss, if any, related to this matter.

In October 2023, CECONY and O&R replaced their separate existing customer billing and information systems with a single new customer billing and information system. In April 2023, CECONY filed a petition with the NYSPSC for permission to capitalize incremental costs for the new system above a \$ 421 million limit on capital investments included in CECONY's 2020 – 2022 electric and gas rate plans. At March 31, 2024, CECONY's incurred costs for the new system were \$ 509 million (\$ 88 million above the \$ 421 million limit in the rate plans). CECONY cannot predict the NYSPSC's response to its April 2023 petition and the NYSPSC may prohibit CECONY from capitalizing some or all of the costs above the \$ 421 million limit. O&R's electric and gas rate plans do not include a limit on capitalization of new system costs.

In January 2018, the NYSPSC issued an order initiating a focused operations audit of the Utilities' financial accounting for income taxes. The audit is investigating the Utilities' inadvertent understatement of a portion, the amount of which may be material, of their calculation of total federal income tax expense for ratemaking purposes. The understatement was related to the calculation of plant retirement-related cost of removal. As a result of such understatement, the Utilities accumulated significant income tax regulatory assets that were not reflected in O&R's rate plans prior to 2014, CECONY's electric and gas rate plans prior to 2015 and 2016, respectively, and CECONY's steam plans prior to November 2023. This understatement of historical income tax expense materially reduced the amount of revenue collected from the Utilities' customers in the past. As part of the audit, the Utilities plan to pursue a private letter ruling from the Internal Revenue Service (IRS) that is expected to confirm, among other things, that in order to comply with IRS normalization rules, such understatement may not be corrected through a write-down of a portion of the regulatory asset and must be corrected through an increase in future years' revenue requirements. The regulatory asset (\$ 1,094 million and \$ 17 million for CECONY and O&R, respectively, as of March 31, 2024 and \$ 1,113 million and \$ 18 million for CECONY and O&R, respectively, as of December 31, 2023 and which is not earning a return) is netted against the future income tax regulatory liability on the Companies' consolidated balance sheet. The Utilities are unable to estimate the amount or range of their possible loss, if any, related to this matter. At March 31, 2024, the Utilities had not accrued a liability related to this matter.

Regulatory Assets and Liabilities

Regulatory assets and liabilities at March 31, 2024 and December 31, 2023 were comprised of the following items:

(Millions of Dollars)	Con Edison		CECONY	
	2024	2023	2024	2023
Regulatory assets				
Environmental remediation costs	\$ 1,098	\$ 1,105	\$ 1,015	\$ 1,022
System peak reduction and energy efficiency programs	1,046	1,057	1,024	1,038
COVID - 19 pandemic deferrals	827	789	816	782
Revenue taxes	494	476	473	455
Legacy meters (a)	436	17	420	—
Deferred storm costs	190	206	100	115
Property tax reconciliation	146	169	146	169
Deferred derivative losses - long term	133	163	121	148
Electric vehicle make ready	85	73	79	68
Pension and other postretirement benefits deferrals	73	48	70	39
MTA power reliability deferral	54	61	54	61
Gas service line deferred costs	38	43	38	43
Unrecognized pension and other postretirement costs	4	—	3	—
Other	426	400	398	374
Regulatory assets – noncurrent	5,050	4,607	4,757	4,314
Deferred derivative losses - short term	202	269	191	253
Recoverable energy costs	8	12	—	1
Regulatory assets – current	210	281	191	254
Total Regulatory Assets	\$ 5,260	\$ 4,888	\$ 4,948	\$ 4,568
Regulatory liabilities				
Future income tax*	1,469	1,535	1,339	1,404
Allowance for cost of removal less salvage	1,468	1,456	1,274	1,266
Unrecognized pension and other postretirement costs	798	943	750	867
Pension and other postretirement benefit deferrals	315	284	263	233
Net unbilled revenue deferrals	288	278	288	278
Late payment charge deferral	205	167	198	161
System benefit charge carrying charge	98	92	93	88
Deferred derivative gains - long term	48	49	47	49
Net proceeds from sale of property	42	48	41	47
Settlement of prudence proceeding	11	11	11	11
Other	432	465	383	414
Regulatory liabilities – noncurrent	5,174	5,328	4,687	4,818
Deferred derivative gains - short term	117	74	110	71
Refundable energy costs	140	71	100	36
Revenue decoupling mechanism	1	—	—	—
Regulatory liabilities – current	258	145	210	107
Total Regulatory Liabilities	\$ 5,432	\$ 5,473	\$ 4,897	\$ 4,925

* See "Other Regulatory Matters," above.

(a) Pursuant to their rate plans, CECONY and O&R are recovering the costs of legacy meters over a 15-year period beginning January 1, 2024 and a 12-year period beginning January 1, 2022, respectively.

In general, the Utilities receive or are being credited with a return at the Other Customer-Provided Capital rate for regulatory assets that have not been included in rate base, and receive or are being credited with a return at the pre-tax weighted average cost of capital once the asset is included in rate base. Similarly, the Utilities pay to or credit customers with a return at the Other Customer-Provided Capital rate for regulatory liabilities that have not been included in rate base, and pay to or credit customers with a return at the pre-tax weighted average cost of capital once the liability is included in rate base. The Other Customer-Provided Capital rate for the three months ended March 31, 2024 and 2023 was 5.95 percent and 5.20 percent, respectively.

In general, the Utilities are receiving or being credited with a return on their regulatory assets for which a cash outflow has been made (\$ 2,949 million and \$ 2,541 million for Con Edison, and \$ 2,772 million and \$ 2,359 million for CECONY at March 31, 2024 and December 31, 2023, respectively). Regulatory assets of RECO for which a cash outflow has been made (\$ 22 million and \$ 24 million at March 31, 2024 and December 31, 2023,

respectively) are not receiving or being credited with a return. RECO recovers regulatory assets over a period of up to four years or

until they are addressed in its next base rate case in accordance with the rate provisions approved by the NJBPU. Regulatory liabilities are treated in a consistent manner.

Regulatory assets that represent future financial obligations and were deferred in accordance with the Utilities' rate plans or orders issued by state regulators do not earn a return until such time as a cash outlay has been made. Regulatory liabilities are treated in a consistent manner. At March 31, 2024 and December 31, 2023, regulatory assets for Con Edison and CECONY that did not earn a return consisted of the following items:

Regulatory Assets Not Earning a Return*

(Millions of Dollars)	Con Edison		CECONY	
	2024	2023	2024	2023
Environmental remediation costs	\$ 1,098	\$ 1,105	\$ 1,015	\$ 1,022
Revenue taxes	509	490	488	470
COVID-19 deferral for uncollectible accounts receivable	324	291	318	288
Deferred derivative losses - current	202	269	191	253
Deferred derivative losses - long term	133	163	121	148
Unrecognized pension and other postretirement costs	4	—	3	—
Other	41	29	40	28
Total	\$ 2,311	\$ 2,347	\$ 2,176	\$ 2,209

*This table presents regulatory assets not earning a return for which no cash outlay has been made.

The recovery periods for regulatory assets for which a cash outflow has not been made and that do not earn a return have not yet been determined, except as noted below, and are expected to be determined pursuant to the Utilities' future rate plans to be filed or orders issued by the state regulators in connection therewith.

The Utilities recover unrecognized pension and other postretirement costs over 10 years, and the portion of investment gains or losses recognized in expense over 15 years, pursuant to NYSPSC policy.

The deferral for revenue taxes represents the New York State metropolitan transportation business tax surcharge on the cumulative temporary differences between the book and tax basis of assets and liabilities of the Utilities, as well as the difference between taxes collected and paid by the Utilities to fund mass transportation. The Utilities recover the majority of the revenue taxes over the remaining book lives of the electric and gas plant assets, as well as the steam plant assets for CECONY.

The Utilities recover deferred derivative losses – current within one year, and noncurrent generally within three years.

Note C – Capitalization

The carrying amounts and fair values of long-term debt at March 31, 2024 and December 31, 2023 were:

(Millions of Dollars)	2024		2023	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-Term Debt (including current portion) (a)				
Con Edison	\$ 22,179	\$ 20,101	\$ 22,177 (b)	\$ 20,525 (b)
CECONY	\$ 21,062	\$ 19,114	\$ 21,060	\$ 19,517

(a) Amounts shown are net of unamortized debt expense and unamortized debt discount of \$ 221 million and \$ 213 million for Con Edison and CECONY, respectively, as of March 31, 2024 and \$ 222 million and \$ 215 million for Con Edison and CECONY, respectively, as of December 31, 2023.

(b) Amounts shown exclude the debt of Broken Bow II, a deferred project that was classified as held for sale as of December 31, 2023. The carrying value and fair value of Broken Bow II's long-term debt, including the current portion, as of March 31, 2024 was \$ 62 million and \$ 57 million, respectively. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

The fair values of the Companies' long-term debt have been estimated primarily using available market information and at March 31, 2024 are classified as Level 2 liabilities. See Note O.

Note D – Short-Term Borrowing

In March 2024, CECONY entered into a 364-Day Revolving Credit Agreement (the CECONY Credit Agreement) that replaced a March 2023 CECONY 364-Day Credit Agreement under which banks are committed to provide loans up to \$ 500 million on a revolving credit basis. The CECONY Credit Agreement expires in March 2025 and supports CECONY's commercial paper program. Loans issued under the CECONY Credit Agreement may also be used for other general corporate purposes. Any borrowings under the CECONY Credit Agreement would generally be at variable interest rates.

The banks' commitments under the CECONY Credit Agreement are subject to certain conditions, including that there be no event of default. The commitments are not subject to maintenance of credit rating levels or the absence of a material adverse change. Upon a change of control of, or upon an event of default by CECONY under the CECONY Credit Agreement, the banks may terminate their commitments, declare any amounts owed by CECONY immediately due and payable. Events of default include, among others, CECONY exceeding at any time of a ratio of consolidated debt to consolidated total capital of 0.65 to 1; CECONY having liens on its assets in an aggregate amount exceeding ten percent of its consolidated net tangible assets, subject to certain exceptions; CECONY or any of its material subsidiaries failing to make one or more payments in respect of material financial obligations (in excess of an aggregate \$ 150 million of debt or derivative obligations other than non-recourse debt); the occurrence of an event or condition which results in the acceleration of the maturity of any material debt (in excess of an aggregate \$ 150 million of debt other than non-recourse debt) or enables the holders of such debt to accelerate the maturity thereof; and other customary events of default. Interest and fees charged reflect CECONY's credit rating.

At March 31, 2024, Con Edison had \$ 2,299 million of commercial paper outstanding of which \$ 1,857 million was outstanding under CECONY's program. The weighted average interest rate at March 31, 2024 was 5.5 percent for both Con Edison and CECONY. At December 31, 2023, Con Edison had \$ 2,288 million of commercial paper outstanding of which \$ 1,903 million was outstanding under CECONY's program. The weighted average interest rate at December 31, 2023 was 5.6 percent for both Con Edison and CECONY.

At March 31, 2024 and December 31, 2023, no loans or letters of credit were outstanding under the Companies' \$ 2,500 million 2023 Credit Agreement (Credit Agreement) and no loans were outstanding under the CECONY Credit Agreement. The Companies were in compliance with their significant debt covenants at March 31, 2024. In March 2024, the termination date of the Credit Agreement was extended from March 2028 to March 2029. In March 2024, the Companies also entered into a First Amendment to the Credit Agreement that, among other things, amended the mechanics relating to determining the interest rate to be paid with respect to a "term SOFR loan."

Note E – Pension Benefits

Total Periodic Benefit Credit

The components of the Companies' total periodic benefit credit for the three months ended March 31, 2024 and 2023 were as follows:

(Millions of Dollars)	For the Three Months Ended March 31,			
	Con Edison	CECONY	2024	2023
Service cost – including administrative expenses	\$ 43	\$ 41	\$ 40	\$ 38
Interest cost on projected benefit obligation	159	162	150	153
Expected return on plan assets	(282)	(279)	(269)	(265)
Recognition of net actuarial gain	(4)	(58)	(4)	(55)
Recognition of prior service credit	(4)	(4)	(5)	(5)
TOTAL PERIODIC BENEFIT CREDIT	\$(88)	\$(138)	\$(88)	\$(134)
Cost capitalized	(22)	(21)	(22)	(20)
Reconciliation to rate level	18	73	16	68
Total credit recognized	\$(92)	\$(86)	\$(94)	\$(86)

Components of net periodic benefit credit other than service cost are presented outside of operating income on the Companies' consolidated income statements, and only the service cost component is eligible for capitalization. Accordingly, the service cost component is included in the line "Other operations and maintenance" and the non-

service cost components are included in the lines "Other income" and "Other deductions" in the Companies' consolidated income statements.

Expected Contributions

Based on estimates as of March 31, 2024, the Companies expect to make contributions to the pension plans during 2024 of \$ 25 million (of which \$ 22 million is to be made by CECONY). The Companies' policy is to fund the total periodic benefit cost of the qualified plan to the extent tax deductible and to also contribute to the non-qualified supplemental plans. During the first three months of 2024, the Companies contributed \$ 5 million to the pension plans, \$ 4 million of which was contributed by CECONY.

Note F – Other Postretirement Benefits

Total Periodic Benefit Credit

The components of the Companies' total periodic postretirement benefit credit for the three months ended March 31, 2024 and 2023 were as follows:

	For the Three Months Ended March 31,			
	Con Edison	CECONY	2024	2023
(Millions of Dollars)	2024	2023	2024	2023
Service cost - including administrative expenses	\$ 3	\$ 4	\$ 3	\$ 3
Interest cost on projected other postretirement benefit obligation	12	14	10	12
Expected return on plan assets	(17)	(18)	(14)	(14)
Recognition of net actuarial gain	(5)	(4)	(3)	(2)
TOTAL PERIODIC OTHER POSTRETIREMENT CREDIT	\$(7)	\$(4)	\$(4)	\$(1)
Cost capitalized	(2)	(2)	(1)	(1)
Reconciliation to rate level	4	1	2	—
Total credit recognized	\$(5)	\$(5)	\$(3)	\$(2)

For information about the presentation of the components of other postretirement benefit credit, see Note E.

Expected Contributions

Based on estimates as of March 31, 2024, the Companies expect to make a contribution of \$ 7 million (all of which is expected to be made by CECONY) to the other postretirement benefit plans in 2024. The Companies' policy is to fund the total periodic benefit cost of the plans to the extent tax deductible.

Note G – Environmental Matters

Superfund Sites

Hazardous substances, such as asbestos, polychlorinated biphenyls (PCBs) and coal tar, have been used or generated in the course of operations of the Utilities and their predecessors and are present at sites and in facilities and equipment they currently or previously owned, including sites at which gas was manufactured or stored.

The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 and similar state statutes (Superfund) impose joint and several liability, regardless of fault, upon generators of hazardous substances for investigation and remediation costs (which include costs of demolition, removal, disposal, storage, replacement, containment and monitoring) and natural resource damages. Liability under these laws can be material and may be imposed for contamination from past acts, even though such past acts may have been lawful at the time they occurred. The sites at which the Utilities have been asserted to have liability under these laws, including their manufactured gas plant sites and any neighboring areas to which contamination may have migrated, are referred to herein as "Superfund Sites."

For Superfund Sites where there are other potentially responsible parties and the Utilities are not managing the site investigation and remediation, the accrued liability represents an estimate of the amount the Utilities will need to pay to investigate and, where determinable, discharge their related obligations. For Superfund Sites (including the manufactured gas plant sites) for which one of the Utilities is managing the investigation and remediation, the accrued liability represents an estimate of the company's share of the undiscounted cost to investigate the sites and, for sites that have been investigated in whole or in part, the cost to remediate the sites, if remediation is

necessary and if a reasonable estimate of such cost can be made. Remediation costs are estimated in light of the information available, applicable remediation standards and experience with similar sites.

The accrued liabilities and regulatory assets related to Superfund Sites at March 31, 2024 and December 31, 2023 were as follows:

(Millions of Dollars)	Con Edison		CECONY	
	2024	2023	2024	2023
Accrued Liabilities:				
Manufactured gas plant sites	\$ 1,013	\$ 1,016	\$ 922	\$ 924
Other Superfund Sites	99	102	98	102
Total	\$ 1,112	\$ 1,118	\$ 1,020	\$ 1,026
Regulatory assets	\$ 1,098	\$ 1,105	\$ 1,015	\$ 1,022

Most of the accrued Superfund Site liability relates to sites that have been investigated, in whole or in part. However, for some of the sites, the extent and associated cost of the required remediation has not yet been determined. As investigations progress and information pertaining to the required remediation becomes available, the Utilities expect that additional liability may be accrued, the amount of which is not presently determinable but may be material. The Utilities are permitted to recover or defer as regulatory assets (for subsequent recovery through rates) prudently incurred site investigation and remediation costs.

Environmental remediation costs incurred related to Superfund Sites for the three months ended March 31, 2024 and 2023 were as follows:

(Millions of Dollars)	For the Three Months Ended March 31,			
	Con Edison		CECONY	
	2024	2023	2024	2023
Remediation costs incurred	\$ 7	\$ 3	\$ 6	\$ 3

Insurance and other third-party recoveries received by Con Edison or CECONY were immaterial for the three months ended March 31, 2024 and 2023.

Con Edison and CECONY estimated that for their manufactured gas plant sites (including CECONY's Astoria site), the aggregate undiscounted potential liability for the investigation and remediation of coal tar and/or other environmental contaminants could range up to \$ 3,440 million and \$ 3,295 million, respectively. These estimates were based on the assumption that there is contamination at all sites, including those that have not yet been fully investigated and additional assumptions about the extent of the contamination and the type and extent of the remediation that may be required. Actual experience may be materially different.

Asbestos Proceedings

Suits have been brought in New York State and federal courts against the Utilities and many other defendants, wherein a large number of plaintiffs sought large amounts of compensatory and punitive damages for deaths and injuries allegedly caused by exposure to asbestos at various premises of the Utilities. The suits that have been resolved, that are many, have been resolved without any payment by the Utilities, or for amounts that were not, in the aggregate, material to them. The amounts specified in all the remaining thousands of suits total billions of dollars; however, the Utilities believe that these amounts are greatly exaggerated, based on the disposition of previous claims. At March 31, 2024, Con Edison and CECONY have accrued their estimated aggregate undiscounted potential liabilities for these suits and additional suits that may be brought through 2035 as shown in the following table. These estimates were based upon a combination of modeling, historical data analysis and risk factor assessment. Courts have applied, and may continue to apply, different standards for determining liability in asbestos suits than the standard that applied historically. As a result, the Companies currently believe that there is a reasonable possibility of an exposure to loss in excess of the liability accrued for the suits. The Companies are unable to estimate the amount or range of such loss. In addition, certain current and former employees have claimed or are claiming workers' compensation benefits based on alleged disability from exposure to asbestos. CECONY is permitted to defer as regulatory assets (for subsequent recovery through rates) costs incurred for its asbestos lawsuits and workers' compensation claims.

The accrued liability for asbestos suits and workers' compensation proceedings (including those related to asbestos exposure) and the amounts deferred as regulatory assets or liabilities for the Companies at March 31, 2024 and December 31, 2023 were as follows:

(Millions of Dollars)	Con Edison	CECONY	2024	2023	2024	2023
Accrued liability – asbestos suits	\$ 8	\$ 8	\$ 7	\$ 7		
Regulatory assets – asbestos suits	\$ 8	\$ 8	\$ 7	\$ 7		
Accrued liability – workers' compensation	\$ 57	\$ 56	\$ 55	\$ 54		
Regulatory liabilities – workers' compensation	\$ 15	\$ 17	\$ 15	\$ 17		

Note H – Material Contingencies

Manhattan Explosion and Fire

On March 12, 2014, two multi-use five-story tall buildings located on Park Avenue between 116th and 117th Streets in Manhattan were destroyed by an explosion and fire. CECONY had delivered gas to the buildings through service lines from a distribution main located below ground on Park Avenue. Eight people died and more than 50 people were injured. Additional buildings were also damaged. The National Transportation Safety Board (NTSB) investigated. The parties to the investigation included CECONY, the City of New York, the Pipeline and Hazardous Materials Safety Administration and the NYSPSC. In June 2015, the NTSB issued a final report concerning the incident, its probable cause and safety recommendations. The NTSB determined that the probable cause of the incident was (1) the failure of a defective fusion joint at a service tee (which joined a plastic service line to a plastic distribution main) installed by CECONY that allowed gas to leak from the distribution main and migrate into a building where it ignited and (2) a breach in a city sewer line that allowed groundwater and soil to flow into the sewer, resulting in a loss of support for the distribution main, that caused it to sag and overstressed the defective fusion joint. The NTSB also made safety recommendations, including recommendations to CECONY that addressed its procedures for the preparation and examination of plastic fusions, training of its staff on conditions for notifications to the city's Fire Department and extension of its gas main isolation valve installation program. In February 2017, the NYSPSC approved a settlement agreement with CECONY related to the NYSPSC's investigations of the incident and the practices of qualifying persons to perform plastic fusions. Pursuant to the agreement, CECONY provided \$ 27 million of future benefits to customers (for which it accrued a regulatory liability) and did not recover from customers \$ 126 million of costs for gas emergency response activities that it had previously incurred and expensed. Lawsuits are pending against CECONY seeking generally unspecified damages and, in some cases, punitive damages, for wrongful death, personal injury, property damage and business interruption. CECONY notified its insurers of the incident and believes that the policies in force at the time of the incident will cover CECONY's costs, in excess of a required retention (the amount of which is not material), to satisfy any liability it may have for damages in connection with the incident. During 2020, CECONY accrued its estimated liability for the suits of \$ 40 million and an insurance receivable in the same amount, and such estimated liability and receivable did not change as of March 31, 2024.

Other Contingencies

For additional contingencies, see "Other Regulatory Matters" in Note B, Note G and "Uncertain Tax Positions" in Note J.

Guarantees

Con Edison and its subsidiaries have entered into various agreements providing financial or performance assurance primarily to third parties on behalf of their subsidiaries. In addition, Con Edison has provided guarantees to third parties on behalf of the Clean Energy Businesses, that are in the process of being transferred to the buyer of the Clean Energy Businesses, RWE Aktiengesellschaft (RWE). Maximum amounts guaranteed by Con Edison and its subsidiaries under these agreements totaled \$ 124 million and \$ 175 million at March 31, 2024 and December 31, 2023, respectively.

A summary, by type and term, of Con Edison's total guarantees under these agreements at March 31, 2024 is as follows:

Guarantee Type	0 – 3 years	4 – 10 years	> 10 years	Total
	(Millions of Dollars)			
Con Edison Transmission	\$ 76	\$—	\$—	\$ 76
Guarantees on behalf of the Clean Energy Businesses (a)	7	7	25	39
Broken Bow II	—	—	9	9
Total	\$ 83	\$ 7	\$ 34	\$ 124

(a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R. Guarantee amount shown represents guarantees issued on behalf of the Clean Energy Businesses that remain outstanding at March 31, 2024. Prior to and following the sale, RWE, with Con Edison's assistance, engaged in the process of transferring responsibility for these guarantees from Con Edison to RWE and that process is ongoing. Pursuant to the purchase and sale agreement, RWE is obligated to reimburse and hold harmless Con Edison for any payments Con Edison makes under guarantees issued by Con Edison on behalf of the Clean Energy Businesses. As of March 31, 2024, no such payments have been, or are probable of being, made.

Con Edison Transmission — Con Edison has guaranteed payment by Con Edison Transmission of the contributions Con Edison Transmission agreed to make to New York Transco LLC (New York Transco). Con Edison Transmission owns a 45.7 percent interest in New York Transco's New York Energy Solution project, the majority of which has been completed. Guarantee amount shown includes the maximum possible required amount of Con Edison Transmission's contributions for the remainder of this project as calculated based on the assumptions that the project is completed at 175 percent of its estimated remaining costs and New York Transco does not use any debt financing for the project.

Broken Bow II — Con Edison has guaranteed obligations on behalf of Broken Bow II associated with its investment in a wind energy facility. Broken Bow II is held for sale as of March 31, 2024. See Note R.

Note I – Leases

Operating lease cost and cash paid for amounts included in the measurement of lease liabilities for the three months ended March 31, 2024 and 2023 were as follows:

	For the Three Months Ended March 31,			
	Con Edison		CECONY	
(Millions of Dollars)	2024	2023(a)	2024	2023
Operating lease cost	\$ 17	\$ 20	\$ 16	\$ 17
Operating lease cash flows	\$ 5	\$ 7	\$ 4	\$ 4

(a) Amounts for Con Edison include amounts for the Clean Energy Businesses through February 2023. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

At March 31, 2024, CECONY had an operating lease agreement that had not yet commenced for a battery storage facility. This lease is expected to commence within three years, with a lease term of approximately 15 years. For the three months ended March 31, 2024 and 2023, there were no material right-of-use assets obtained in exchange for operating lease obligations for Con Edison and CECONY, nor any material lease terminations.

Note J – Income Tax

Con Edison's income tax expense was \$ 184 million for the three months ended March 31, 2024 and \$ 243 million for the three months ended March 31, 2023. The decrease in income tax expense is primarily due to lower income before income tax expense, primarily due to the prior year gain on the sale of the Clean Energy Businesses and higher amortization of excess deferred federal income taxes, offset in part by the absence of a tax benefit from the recognition of deferred unamortized investment tax credits in 2023, changes in state apportionments in 2023 and lower flow through tax benefits in 2024 for plant related items.

CECONY's income tax expense was \$ 181 million for the three months ended March 31, 2024 and \$ 154 million for the three months ended March 31, 2023. The increase in income tax expense is primarily due to higher income before income tax expense, higher state income taxes and lower flow through tax benefits in 2024 for plant related items, offset in part by higher amortization of excess deferred federal income taxes.

Reconciliation of the difference between income tax expense and the amount computed by applying the prevailing statutory income tax rate to income before income taxes for the three months ended March 31, 2024 and 2023 is as follows:

	For the Three Months Ended March 31,			
	Con Edison		CECONY	
(% of Pre-tax income)	2024	2023	2024	2023
STATUTORY TAX RATE				
Federal	21 %	21 %	21 %	21 %
Changes in computed taxes resulting from:				
State income tax, net of federal income taxes	5	5	5	5
Amortization of excess deferred federal income taxes	(6)	(3)	(5)	(6)
Cost of removal	1	—	1	1
Allowance for uncollectible accounts, net of COVID-19 assistance	(1)	—	(1)	(1)
Impacts from the sale of the Clean Energy Businesses:				
Deferred unamortized ITC recognized on sale of subsidiary	—	(7)	—	—
Changes in state apportionments, net of federal income taxes	—	(3)	—	—
Valuation allowance on state NOLs, net of federal income tax	—	1	—	—
Effective tax rate	20 %	14 %	21 %	20 %

Inflation Reduction Act

On August 16, 2022, the Inflation Reduction Act (IRA) was signed into law. Among other provisions, the IRA implemented a 15% corporate alternative minimum tax (CAMT) based on GAAP net income, with certain adjustments as defined by the IRA, and clean energy-related provisions. The IRA's clean energy provisions included, among other provisions, the extension and modification of existing investment and production tax credits for projects placed in service through 2024 and introduced new technology-neutral clean energy-related credits beginning in 2025.

Under the IRA, a corporation is subject to the CAMT if its average annual adjusted financial statement income for the three taxable year period ending prior to the taxable year exceeds \$1,000 million, and applies to tax years beginning after December 31, 2022. The Companies were not subject to the CAMT in 2023, but are subject to the CAMT beginning in 2024. There were no material impacts from the provisions of the CAMT on the Companies' financial position, results of operations or liquidity for the three months ended March 31, 2024. The Companies will continue to assess the IRA as new information and anticipated guidance from the U.S. Department of the Treasury becomes available.

Uncertain Tax Positions

At March 31, 2024, the estimated liability for uncertain tax positions for Con Edison was \$ 12 million (\$ 7 million for CECONY). For the three months ended March 31, 2024, Con Edison recognized \$ 1 million (\$ 1 million for CECONY) of income tax expense related to current year positions. Con Edison and CECONY reasonably expect to resolve within the next twelve months approximately \$ 3 million of various federal uncertainties due to the expected completion of ongoing tax examinations, of which the entire amount, if recognized, would reduce their effective tax rate. The total amount of unrecognized tax benefits, if recognized, that would reduce Con Edison's effective tax rate is \$ 12 million (\$ 11 million, net of federal income taxes) with \$ 7 million attributable to CECONY.

The Companies recognize interest on liabilities for uncertain tax positions in interest expense and would recognize penalties, if any, in operating expenses in the Companies' consolidated income statements. For the three months ended March 31, 2024 and 2023, the Companies recognized an immaterial amount of interest expense and no penalties for uncertain tax positions in their consolidated income statements. At March 31, 2024 and December 31, 2023, the Companies recognized an immaterial amount of accrued interest on their consolidated balance sheets.

In February 2024, New York State completed its examination of the Companies' New York State income and franchise tax returns for tax years 2015 through 2021 with no changes. The Companies' return for tax year 2022 remains open under the statute of limitations.

Note K – Revenue Recognition

The following table presents, for the three months ended March 31, 2024 and 2023, revenue from contracts with customers as defined in Accounting Standards Codification Topic 606, "Revenue from Contracts with Customers," as well as additional revenue from sources other than contracts with customers, disaggregated by major source.

	For the Three Months Ended March 31, 2024			For the Three Months Ended March 31, 2023		
	Revenues from contracts with customers	Other revenues (a)	Total operating revenues	Revenues from contracts with customers	Other revenues (a)	Total operating revenues
(Millions of Dollars)						
CECONY						
Electric	\$ 2,439	\$ 2	\$ 2,441	\$ 2,263	\$ 93	\$ 2,356
Gas	1,229	14	1,243	1,257	34	1,291
Steam	294	(7)	287	303	3	306
Total CECONY	\$ 3,962	\$ 9	\$ 3,971	\$ 3,823	\$ 130	\$ 3,953
O&R						
Electric	200	(5)	195	178	4	182
Gas	116	(3)	113	138	1	139
Total O&R	\$ 316	\$(8)	\$ 308	\$ 316	\$ 5	\$ 321
Clean Energy Businesses (c)						
Renewables	—	—	—	68	—	68
Energy services	—	—	—	7	—	7
Develop/Transfer Projects	—	—	—	7	—	7
Other	—	—	—	—	47	47
Total Clean Energy Businesses	\$ —	\$ —	\$ —	\$ 82	\$ 47	\$ 129
Con Edison Transmission	1	—	1	1	—	1
Other (b)	—	—	—	—	(1)	(1)
Total Con Edison	\$ 4,279	\$ 1	\$ 4,280	\$ 4,222	\$ 181	\$ 4,403

(a) For the Utilities, this includes primarily revenue or negative revenue adjustments from alternative revenue programs, such as the revenue decoupling mechanisms under their New York electric and gas rate plans. For the Clean Energy Businesses, this included revenue from wholesale services. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

(b) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidated adjustments. See Note R.

(c) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

Use of the Percentage-of-Completion Method

Sales and profits on each percentage-of-completion contract at the Clean Energy Businesses were recorded each month based on the ratio of actual cumulative costs incurred to the total estimated costs at completion of the contract, multiplied by the total estimated contract revenue, less cumulative revenues recognized in prior periods (the "cost-to-cost" method). The impact of revisions of contract estimates, which may have resulted from contract modifications, performance or other reasons, were recognized on a cumulative catch-up basis in the period in which the revisions were made. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q.

	2024		2023	
	Unbilled contract revenue (a)	Unearned revenue (b)	Unbilled contract revenue (a)	Unearned revenue (b)
(Millions of Dollars)				
Beginning balance as of January 1,	\$ 4	\$ —	\$ 80	\$ 3
Additions (c)	—	—	2	—
Subtractions (c)	—	—	33	3 (d)
Ending balance as of March 31,	\$ 4	\$ —	\$ 49 (e)	\$ —

(a) Unbilled contract revenue represents accumulated incurred costs and earned profits on contracts (revenue arrangements), which have been recorded as revenue, but have not yet been billed to customers, and which represent contract assets as defined in Topic 606. Substantially all accrued unbilled contract revenue is expected to be collected within one year. Unbilled contract revenue arises from the cost-to-cost method of revenue recognition. Unbilled contract revenue from fixed-price type contracts is converted to billed receivables when amounts are invoiced to customers according to contractual billing terms, which generally occur when deliveries or other performance milestones are completed.

(b) Unearned revenue represents a liability for billings to customers in excess of earned revenue, which are contract liabilities as defined in Topic 606.

(c) Additions for unbilled contract revenue and subtractions for unearned revenue represent additional revenue earned. Additions for unearned revenue and subtractions for unbilled contract revenue represent billings. Activity also includes appropriate balance sheet classification for the period. Of the subtractions in 2023, \$ 21 million and \$ 1 million relate to the sale of the Clean Energy Businesses for unbilled contract revenue and unearned revenue, respectively. See (e) below.

(d) Of the subtractions from unearned revenue, \$ 3 million was included in the balances as of January 1, 2023.

(e) Following the sale of the Clean Energy Businesses, Con Edison received substantially all contract revenue, net of certain costs incurred, for a battery storage project located in Imperial County, California. See Note Q.

Note L – Current Expected Credit Losses

Allowance for Uncollectible Accounts

The Utilities' "Account receivable – customers" balance consists of utility bills due (bills are generally due the month following billing) from customers who have energy delivered, generated, or services provided by the Utilities. The balance also reflects the Utilities' purchase of receivables from energy service companies to support the retail choice programs.

"Other receivables" balance generally reflects costs billed by the Utilities for goods and services provided to external parties, such as accommodation work for private parties and certain governmental entities, real estate rental and pole attachments.

The Companies develop expected loss estimates using past events data and consider current conditions and future reasonable and supportable forecasts. Changes to the Utilities' reserve balances that result in write-offs of customer accounts receivable balances above existing rate allowances are not reflected in rates during the term of the current rate plans. For the Utilities' customer accounts receivable allowance for uncollectible accounts, past events considered include write-offs relative to customer accounts receivable; current conditions include macro-and micro-economic conditions related to trends in the local economy, bankruptcy rates and aged customer accounts receivable balances, among other factors; and forecasts about the future include assumptions related to the level of write-offs and recoveries. Generally, the Utilities write off customer accounts receivable as uncollectible 90 days after the account is turned off for non-payment, or the account is closed during the collection process.

Other receivables allowance for uncollectible accounts is calculated based on a historical average of collections relative to total other receivables, including current receivables. Current macro- and micro-economic conditions are also considered when calculating the current reserve. Probable outcomes of pending litigation, whether favorable or unfavorable to the Companies, are also included in the consideration.

Starting in 2020, the potential economic impact of the COVID-19 pandemic was also considered in forward-looking projections related to write-off and recovery rates and resulted in increases to the allowance for uncollectible accounts. The increases to the allowance for customer uncollectible accounts for Con Edison and CECONY were \$ 34 million and \$ 30 million, respectively, for the three months ended March 31, 2024. The decrease to the allowance for customer uncollectible accounts for Con Edison and CECONY was \$ 78 million for the three months ended March 31, 2023, primarily from credits issued pursuant to New York State COVID-19 arrears assistance programs.

Customer accounts receivable and the associated allowance for uncollectible accounts are included in the line "Accounts receivable – customers" on the Companies' consolidated balance sheets. Other receivables and the associated allowance for uncollectible accounts are included in "Other receivables" on the consolidated balance sheets.

The table below presents a rollforward by major portfolio segment type for the three months ended March 31, 2024 and 2023:

	For the Three Months Ended March 31,							
	Con Edison				CECONY			
	Accounts receivable -		Other receivables		Accounts receivable -		Other receivables	
(Millions of Dollars)	2024	2023	2024	2023	2024	2023	2024	2023
Allowance for credit losses								
Beginning Balance at January 1,	\$ 360	\$ 322	\$ 13	\$ 10	\$ 353	\$ 314	\$ 9	\$ 7
Recoveries	14	4	—	—	11	4	—	—
Write-offs	(66)	(48)	—	(1)	(62)	(47)	—	—
Reserve adjustments	86	(34)	4	1	81	(35)	3	1
Ending Balance March 31,	\$ 394	\$ 244	\$ 17	\$ 10	\$ 383	\$ 236	\$ 12	\$ 8

Note M – Financial Information by Business Segment

Con Edison's principal business segments are CECONY's regulated utility activities, O&R's regulated utility activities and Con Edison Transmission. CECONY's principal business segments are its regulated electric, gas and steam utility activities. The financial data for the business segments for the three months ended March 31, 2024 and 2023 were as follows:

	For the Three Months Ended March 31,							
	Operating revenues		Inter-segment revenues		Depreciation and amortization		Operating income/(loss)	
(Millions of Dollars)	2024	2023	2024	2023	2024	2023	2024	2023
CECONY								
Electric	\$ 2,441	\$ 2,356	\$ 4	\$ 5	\$ 370	\$ 343	\$ 240	\$ 194
Gas	1,243	1,291	2	2	114	105	615	559
Steam	287	306	19	18	26	25	134	56
Consolidation adjustments	—	—	(25)	(25)	—	—	—	—
Total CECONY	\$ 3,971	\$ 3,953	\$—	\$—	\$ 510	\$ 473	\$ 989	\$ 809
O&R								
Electric	\$ 195	\$ 182	\$—	\$—	\$ 20	\$ 18	\$ 14	\$ 1
Gas	113	139	—	—	9	7	42	40
Total O&R	\$ 308	\$ 321	\$—	\$—	\$ 29	\$ 25	\$ 56	\$ 41
Clean Energy Businesses (a)	—	129	—	—	—	—	—	36
Con Edison Transmission	1	1	—	—	—	—	(3)	(2)
Other (b)	—	(1)	—	—	—	1	(31)	855
Total Con Edison	\$ 4,280	\$ 4,403	\$—	\$—	\$ 539	\$ 499	\$ 1,011	\$ 1,739

(a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. As a result of this sale, the Clean Energy Businesses are no longer a principal segment. See Note Q and Note R.

(b) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments.

Note N – Derivative Instruments and Hedging Activities

Con Edison's subsidiaries hedge market price fluctuations associated with physical purchases and sales of electricity, natural gas, steam and, to a lesser extent, refined fuels by using derivative instruments including futures, forwards, basis swaps, options, transmission congestion contracts and financial transmission rights contracts. These are economic hedges, for which the Utilities do not elect hedge accounting. The Companies use economic hedges to manage commodity price risk in accordance with provisions set by state regulators. The volume of hedging activity at the Utilities depends upon the forecasted volume of physical commodity supply to meet customer needs, and program costs or benefits are recovered from or credited to full-service customers, respectively. Derivatives are recognized on the consolidated balance sheet at fair value (see Note O), unless an exception is available under the accounting rules for derivatives and hedging. Qualifying derivative contracts that have been designated as normal purchases or normal sales contracts are not reported at fair value under the accounting rules. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

The fair values of the Companies' derivatives including the offsetting of assets and liabilities on the consolidated balance sheet at March 31, 2024 and December 31, 2023 were:

(Millions of Dollars)	2024			2023			
	Balance Sheet Location	Gross Amounts of Recognized Assets/(Liabilities)	Gross Amounts Offset	Net Amounts of Assets/ (Liabilities) (a)	Gross Amounts of Recognized Assets/(Liabilities)	Gross Amounts Offset	Net Amounts of Assets/ (Liabilities) (a)
Con Edison							
Fair value of derivative assets							
Current	\$ 127	\$ (46)	\$ 81 (b)		\$ 83	\$ (38)	\$ 45 (b)
Noncurrent	71	(23)	48		77	(29)	48
Total fair value of derivative assets	\$ 198	\$ (69)	\$ 129		\$ 160	\$ (67)	\$ 93
Fair value of derivative liabilities							
Current	\$ (164)	\$ 58	\$ (106) (b)		\$ (230)	\$ 52	\$ (178) (b)
Noncurrent	(123)	29	(94)		(154)	33	(121)
Total fair value of derivative liabilities	\$ (287)	\$ 87	\$ (200)		\$ (384)	\$ 85	\$ (299)
Net fair value derivative assets/(liabilities)	\$ (89)	\$ 18	\$ (71)		\$ (224)	\$ 18	\$ (206)
CECONY							
Fair value of derivative assets							
Current	\$ 121	\$ (45)	\$ 76 (b)		\$ 78	\$ (35)	\$ 43 (b)
Noncurrent	69	(22)	47		76	(27)	49
Total fair value of derivative assets	\$ 190	\$ (67)	\$ 123		\$ 154	\$ (62)	\$ 92
Fair value of derivative liabilities							
Current	\$ (156)	\$ 55	\$ (101) (b)		\$ (217)	\$ 48	\$ (169)
Noncurrent	(112)	27	(85)		(139)	31	(108)
Total fair value of derivative liabilities	\$ (268)	\$ 82	\$ (186)		\$ (356)	\$ 79	\$ (277)
Net fair value derivative assets/(liabilities)	\$ (78)	\$ 15	\$ (63)		\$ (202)	\$ 17	\$ (185)

- (a) Derivative instruments and collateral were offset on the consolidated balance sheet as applicable under the accounting rules. The Companies enter into master agreements for their commodity derivatives. These agreements typically provide offset in the event of contract termination. In such case, generally the non-defaulting party's payable will be offset by the defaulting party's payable. The non-defaulting party will customarily notify the defaulting party within a specific time period and come to an agreement on the early termination amount.
- (b) At March 31, 2024, margin deposits for Con Edison (\$ 7 million and \$(7) million) were classified as derivative assets and derivative liabilities, respectively, and for CECONY (\$ 6 million and \$(2) million) were classified as derivative assets and derivative liabilities, respectively, on the consolidated balance sheet, but not included in the table. At December 31, 2023 margin deposits for Con Edison and CECONY of \$ 7 million and \$ 6 million were classified as derivative assets, and \$(15) million and \$(10) million, respectively were classified as derivative liabilities on the consolidated balance sheet, but not included in the table. Margin is collateral, typically cash, that the holder of a derivative instrument is required to deposit in order to transact on an exchange and to cover its potential losses with its broker or the exchange.

The Utilities generally recover their prudently incurred fuel, purchased power and gas costs, including hedging gains and losses, in accordance with rate provisions approved by the applicable state utility regulators. In accordance with the accounting rules for regulated operations, the Utilities record a regulatory asset or regulatory liability to defer recognition of unrealized gains and losses on their electric and gas derivatives. As gains and losses are realized in future periods, they will be recognized as purchased power, gas and fuel costs in the Companies' consolidated income statements.

The Clean Energy Businesses recorded realized and unrealized gains and losses on their derivative contracts in gas purchased for resale and non-utility revenue in the reporting period in which they occurred. The Clean Energy Businesses recorded changes in the fair value of their interest rate swaps in other interest expense at the end of each reporting period. Management believes that these derivative instruments represent economic hedges that mitigate exposure to fluctuations in commodity prices and interest rates. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

The following table presents the realized and unrealized gains or losses on derivatives that have been deferred or recognized in earnings for the three months ended March 31, 2024 and 2023:

(Millions of Dollars)	Balance Sheet Location	For the Three Months Ended March 31,			
		Con Edison	CECONY	2024	2023
Pre-tax gains/(losses) deferred in accordance with accounting rules for regulated operations:					
Current	Regulatory liabilities	\$ 43	\$(149)	\$ 40	\$(137)
Noncurrent	Regulatory liabilities	(2)	(126)	(2)	(111)
Total deferred gains/(losses)		\$ 41	\$(275)	\$ 38	\$(248)
Current	Regulatory assets	\$ 67	\$(16)	\$ 63	\$(12)
Current	Recoverable energy costs	(114)	(291)	(104)	(274)
Noncurrent	Regulatory assets	30	(133)	26	(130)
Total deferred gains/(losses)		\$(17)	\$(440)	\$(15)	\$(416)
Net deferred gains/(losses) (a)		\$ 24	\$(715)	\$ 23	\$(664)
Income Statement Location					
Pre-tax gains/(losses) recognized in income					
	Gas purchased for resale	\$ —	\$ 4	\$ —	\$ —
	Non-utility revenue	—	17	—	—
	Other operations and maintenance expense	1	—	1	—
	Other interest expense (b)	—	5	—	—
Total pre-tax gains/(losses) recognized in income		\$ 1	\$ 26	\$ 1	\$ —

(a) Unrealized net deferred losses on electric and gas derivatives for the Utilities decreased as a result of higher electric and gas commodity prices during the three months ended March 31, 2024. Upon settlement, short-term deferred derivative losses generally increase the recoverable costs of electric and gas purchases.

(b) Comprised of amounts related to interest rate swaps of the Clean Energy Businesses. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

The following table presents the hedged volume of Con Edison's and CECONY's commodity derivative transactions at March 31, 2024:

	Electric Energy (MWh) (a)(b)	Capacity (MW-mos) (a)	Natural Gas (Dt) (a)(b)	Refined Fuels (gallons)
Con Edison	31,374,625	42,600	296,190,000	4,032,000
CECONY	28,801,875	33,600	278,560,000	4,032,000

(a) Volumes are reported net of long and short positions, except natural gas collars where the volumes of long positions are reported.

(b) Excludes electric congestion and gas basis swap contracts which are associated with electric and gas contracts and hedged volumes.

The Companies are exposed to credit risk related to transactions entered into primarily for the various energy supply and hedging activities by the Utilities. Credit risk relates to the loss that may result from a counterparty's nonperformance. The Companies use credit policies to manage this risk, including an established credit approval process, monitoring of counterparty limits, netting provisions within agreements, collateral or prepayment arrangements, credit insurance and credit default swaps. The Companies measure credit risk exposure as the replacement cost for open energy commodity and derivative positions plus amounts owed from counterparties for settled transactions. The replacement cost of open positions represents unrealized gains, net of any unrealized losses where the Companies have a legally enforceable right to offset.

At March 31, 2024, Con Edison and CECONY had \$ 88 million and \$ 84 million, respectively, of credit exposure in connection with open energy supply net receivables and hedging activities, net of collateral. Con Edison's net credit exposure consisted of \$ 5 million with investment-grade counterparties, \$ 7 million with commodity exchange brokers, and \$ 76 million with non-investment grade/non-rated counterparties. CECONY's net credit exposure consisted of \$ 2 million with investment-grade counterparties, \$ 6 million with commodity exchange brokers, and \$ 76 million with non-investment grade/non-rated counterparties. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

The collateral requirements associated with, and settlement of, derivative transactions are included in net cash flows from operating activities in the Companies' consolidated statement of cash flows. Most derivative instrument contracts contain provisions that may require a party to provide collateral on its derivative instruments that are in a

net liability position. The amount of collateral to be provided will depend on the fair value of the derivative instruments and the party's credit ratings.

The following table presents the aggregate fair value of the Companies' derivative instruments with credit-risk-related contingent features that are in a net liability position, the collateral posted for such positions and the additional collateral that would have been required to be posted had the lowest applicable credit rating been reduced one level and to below investment grade at March 31, 2024:

(Millions of Dollars)	Con Edison (a)	CECONY (a)
Aggregate fair value – net liabilities	\$ 164	\$ 153
Collateral posted	255	255
Additional collateral (b) (downgrade one level from current ratings)	10	—
Additional collateral (b)(c) (downgrade to below investment grade from current ratings)	74	56

- (a) Non-derivative transactions for the purchase and sale of electricity and gas and qualifying derivative instruments, that have been designated as normal purchases or normal sales, are excluded from the table. These transactions primarily include purchases of electricity from independent system operators. In the event the Utilities are no longer extended unsecured credit for such purchases, the Companies would be required to post \$ 1 million of additional collateral at March 31, 2024. For certain other such non-derivative transactions, the Companies could be required to post collateral under certain circumstances, including in the event counterparties had reasonable grounds for insecurity.
- (b) The Companies measure the collateral requirements by taking into consideration the fair value amounts of derivative instruments that contain credit-risk-related contingent features that are in a net liability position plus amounts owed to counterparties for settled transactions and amounts required by counterparties for minimum financial security. The fair value amounts represent unrealized losses, net of any unrealized gains where the Companies have a legally enforceable right to offset.
- (c) Derivative instruments that are net assets have been excluded from the table. At March 31, 2024, if Con Edison had been downgraded to below investment grade, it would have been required to post additional collateral for such derivative instruments of \$ 5 million.

Note O – Fair Value Measurements

The accounting rules for fair value measurements and disclosures define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in a principal or most advantageous market. Fair value is a market-based measurement that is determined based on inputs, that refer broadly to assumptions that market participants use in pricing assets or liabilities. These inputs can be readily observable, market corroborated, or generally unobservable firm inputs. The Companies often make certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk, and the risks inherent in the inputs to valuation techniques. The Companies use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

The accounting rules for fair value measurements and disclosures established a fair value hierarchy, that prioritizes the inputs to valuation techniques used to measure fair value in three broad levels. The rules require that assets and liabilities be classified in their entirety based on the level of input that is significant to the fair value measurement. Assessing the significance of a particular input may require judgment considering factors specific to the asset or liability and may affect the valuation of the asset or liability and their placement within the fair value hierarchy. The Companies classify fair value balances based on the fair value hierarchy defined by the accounting rules for fair value measurements and disclosures as follows:

- Level 1 – Consists of assets or liabilities whose value is based on unadjusted quoted prices in active markets at the measurement date. An active market is one in which transactions for assets or liabilities occur with sufficient frequency and volume to provide pricing information on an ongoing basis. This category includes contracts traded on active exchange markets valued using unadjusted prices quoted directly from the exchange.
- Level 2 – Consists of assets or liabilities valued using industry standard models and based on prices, other than quoted prices within Level 1, that are either directly or indirectly observable as of the measurement date. The industry standard models consider observable assumptions including time value, volatility factors and current market and contractual prices for the underlying commodities, in addition to other economic measures. This category includes contracts traded on active exchanges or in over-the-counter markets priced with industry standard models.
- Level 3 – Consists of assets or liabilities whose fair value is estimated based on internally developed models or methodologies using inputs that are generally less readily observable and supported by little, if any, market activity at the measurement date. Unobservable inputs are developed based on the best available information and subject to cost benefit constraints. This category includes contracts priced using models that are internally developed and contracts placed in illiquid markets. It also includes contracts that

expire after the period of time for which quoted prices are available and internal models are used to determine a significant portion of the value.

For information on the measurement of Con Edison's investment in MVP, which was measured at fair value on a non-recurring basis, see Note A. Assets and liabilities measured at fair value on a recurring basis as of March 31, 2024 and December 31, 2023 are summarized below.

(Millions of Dollars)	2024					2023				
	Level 1	Level 2	Level 3	Netting Adjustment (d)	Total	Level 1	Level 2	Level 3	Netting Adjustment (d)	Total
Con Edison										
Derivative assets:										
Commodity (a)(b)(c)	\$ 4	\$ 156	\$ 2	\$(27)	\$ 135	\$ 6	\$ 146	\$ 2	\$(54)	\$ 100
Mutual Funds (a)(b)	523	—	—	—	523	505	—	—	—	505
Cash Value of Life Insurance Policies (a)(b)	—	125	—	—	125	—	118	—	—	118
Total assets	\$ 527	\$ 281	\$ 2	\$(27)	\$ 783	\$ 511	\$ 264	\$ 2	\$(54)	\$ 723
Derivative liabilities:										
Commodity (a)(b)(c)	\$ 20	\$ 229	\$ 2	\$(44)	207	\$ 22	\$ 347	\$ 10	\$(65)	\$ 314
CECONY										
Derivative assets:										
Commodity (a)(b)(c)	\$ 4	\$ 151	\$ 1	\$(28)	\$ 128	\$ 6	\$ 143	\$ 1	\$(52)	\$ 98
Mutual Funds (a)(b)	505	—	—	—	505	488	—	—	—	488
Cash Value of Life Insurance Policies (a)(b)	—	120	—	—	120	—	113	—	—	113
Total assets	\$ 509	\$ 271	\$ 1	\$(28)	\$ 753	\$ 494	\$ 256	\$ 1	\$(52)	\$ 699
Derivative liabilities:										
Commodity (a)(b)(c)	\$ 18	\$ 216	\$ 1	\$(47)	188	\$ 20	\$ 326	\$ 6	\$(65)	\$ 287

- (a) The Companies' policy is to review the fair value hierarchy and recognize transfers into and transfers out of the levels at the end of each reporting period. Con Edison and CECONY had \$ 4 million of commodity derivative liabilities transferred from level 3 to level 2 during the three months ended March 31, 2024 because of availability of observable market data due to the decrease in the terms of certain contracts from beyond three years as of December 31, 2023 to less than three years as of March 31, 2024. Con Edison and CECONY had an immaterial amount of derivative assets and \$ 9 million and \$ 6 million of commodity derivative liabilities, respectively, transferred from level 2 to level 1 during the year ended December 31, 2023 because of availability of observable market data due to the decrease in the terms of certain contracts from beyond three years as of September 30, 2023 to less than three years as of December 31, 2023.
- (b) Level 2 assets and liabilities include investments held in the deferred compensation plan and/or non-qualified retirement plans, exchange-traded contracts where there is insufficient market liquidity to warrant inclusion in Level 1, and certain over-the-counter derivative instruments for electricity, refined products and natural gas. Derivative instruments classified as Level 2 are valued using industry standard models that incorporate corroborated observable inputs, such as pricing services or prices from similar instruments that trade in liquid markets, time value and volatility factors.
- (c) The accounting rules for fair value measurements and disclosures require consideration of the impact of nonperformance risk (including credit risk) from a market participant perspective in the measurement of the fair value of assets and liabilities. At March 31, 2024 and December 31, 2023, the Companies determined that nonperformance risk would have no material impact on their financial position or results of operations.
- (d) Amounts represent the impact of legally-enforceable master netting agreements that allow the Companies to net gain and loss positions and cash collateral held or placed with the same counterparties.

The employees in the Companies' risk management group develop and maintain the Companies' valuation policies and procedures for, and verify pricing and fair value valuation of, commodity derivatives. Under the Companies' policies and procedures, multiple independent sources of information are obtained for forward price curves used to value commodity derivatives. Fair value and changes in fair value of commodity derivatives are reported monthly to the Companies' risk committees, comprised of officers and employees of the Companies that oversee energy hedging at the Utilities. The risk management group reports to the Companies' Vice President and Treasurer.

Fair Value of Level 3 at March				
31, 2024	Valuation	Unobservable Inputs	Range	
(Millions of Dollars)	Techniques			
Con Edison – Commodity				
Electricity	immaterial Discounted Cash Flow	Forward energy prices (a)	\$ 37.65 - \$ 88.95 per MWh	
Electricity	\$(1) Discounted Cash Flow	Forward capacity prices (a)	\$ 1.92 - \$ 7.53 per kW-month	
Transmission Congestion Contracts	1 Discounted Cash Flow	Inter-zonal forward price curves adjusted for historical zonal losses (b)	\$ (0.10) - \$ 2.68 per MWh	
Total Con Edison—Commodity	\$ —			
CECONY – Commodity				
Electricity	(1) Discounted Cash Flow	Forward capacity prices (a)	\$ 1.92 - \$ 7.53 per kW-month	
Transmission Congestion Contracts	1 Discounted Cash Flow	Inter-zonal forward price curves adjusted for historical zonal losses (b)	\$ (0.10) - \$ 2.68 per MWh	
Total CECONY—Commodity	\$ —			

(a) Generally, increases/(decreases) in this input in isolation would result in a higher/(lower) fair value measurement.

(b) Generally, increases/(decreases) in this input in isolation would result in a lower/(higher) fair value measurement.

The table listed below provides a reconciliation of the beginning and ending net balances for assets and liabilities measured at fair value as of March 31, 2024 and 2023 and classified as Level 3 in the fair value hierarchy:

	For the Three Months Ended March 31,			
	Con Edison		CECONY	
(Millions of Dollars)	2024	2023	2024	2023
Beginning balance as of January 1,	\$ (8)	\$ 15	\$ (5)	\$ (6)
Included in earnings	(2)	(2)	(1)	(1)
Included in regulatory assets and liabilities	1	8	—	7
Settlements	5	4	2	2
Decrease due to the sale of the Clean Energy Businesses (a)	—	(29)	—	—
Transfer out of level 3	4	(7)	4	(7)
Ending balance as of March 31,	\$ —	\$ (11)	\$ —	\$ (5)

(a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

For the Utilities, realized gains and losses on Level 3 commodity derivative assets and liabilities are reported as part of purchased power, gas and fuel costs. The Utilities generally recover these costs in accordance with rate provisions approved by the applicable state public utilities regulators. See Note A. Unrealized gains and losses for commodity derivatives are generally deferred on the consolidated balance sheet in accordance with the accounting rules for regulated operations.

For the Clean Energy Businesses, realized and unrealized gains and losses on Level 3 commodity derivative assets and liabilities were reported in non-utility revenues (\$ 17 million loss) on the consolidated income statement for the three months ended March 31, 2023. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses and amounts for 2023 are shown through the date of sale. See Note Q and Note R.

Note P – Related Party Transactions

The NYSPSC generally requires that the Utilities and Con Edison's other subsidiaries be operated as separate entities. The Utilities and the other subsidiaries are required to have separate operating employees and operating officers of the Utilities may not be operating officers of the other subsidiaries. The Utilities may provide administrative and other services to, and receive such services from, Con Edison and its other subsidiaries only pursuant to cost allocation procedures approved by the NYSPSC. Transfers of assets between the Utilities and Con Edison or its other subsidiaries may be made only as approved by the NYSPSC. The debt of the Utilities is to be raised directly by the Utilities and not derived from Con Edison. Without the prior permission of the NYSPSC, the Utilities may not make loans to, guarantee the obligations of, or pledge assets as security for the indebtedness of Con Edison or its other subsidiaries. The NYSPSC limits the dividends that the Utilities may pay Con Edison. As a result, substantially all of the net assets of CECONY and O&R (\$ 19,597 million and \$ 1,098 million, respectively), at March 31, 2024, are considered restricted net assets. The NYSPSC may impose additional measures to separate, or "ring fence," the Utilities from Con Edison and its other subsidiaries.

The costs of administrative and other services provided by CECONY to, and received by it from, Con Edison and its other subsidiaries for the three months ended March 31, 2024 and 2023 were as follows:

	For the Three Months Ended March 31,	
	CECONY (a)	2023
(Millions of Dollars)		
Cost of services provided	\$ 32	\$ 33
Cost of services received	\$ 20	\$ 19

(a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R.

In addition, CECONY and O&R have joint gas supply arrangements in connection with which CECONY sold to O&R, \$ 24 million and \$ 33 million of natural gas for the three months ended March 31, 2024 and 2023, respectively. These amounts are net of the effect of related hedging transactions.

At March 31, 2024 and December 31, 2023, CECONY's net receivable from Con Edison for income taxes was \$ 110 million.

The Utilities perform work and incur expenses on behalf of New York Transco, a company in which Con Edison Transmission has a 45.7 percent interest in New York Transco's New York Energy Solution project and a 41.7 percent interest in New York Transco's share of the Propel NY Energy project that is jointly owned with the New York Power Authority. The Utilities bill New York Transco for such work and expenses in accordance with established policies. For the three months ended March 31, 2024 and 2023, the amounts billed by the Utilities to New York Transco were \$ 1 million and \$ 4 million, respectively.

CECONY has a 20 -year transportation contract with Mountain Valley Pipeline, LLC (MVP) for 250,000 dekatherms per day of capacity. Con Edison Transmission has an interest in MVP. See "Investment in Mountain Valley Pipeline, LLC (MVP)" in Note A. In October 2017, the Environmental Defense Fund and the Natural Resource Defense Council requested the NYSPSC to prohibit CECONY from recovering costs under its contract with MVP unless CECONY can demonstrate that the contract is in the public interest. CECONY advised the NYSPSC that it would respond to the request if the NYSPSC opened a proceeding to consider this request. CECONY has not incurred costs under the contract.

FERC has authorized CECONY to lend funds to O&R for a period of not more than 12 months, in an amount not to exceed \$ 250 million, at prevailing market rates. At March 31, 2024 and December 31, 2023 there were no outstanding loans to O&R.

The Consolidated Edison Foundation, Inc. (the Foundation), established in December 2023, is a non-consolidated not-for-profit corporation funded by Con Edison that plans to make contributions to selected charitable organizations. In April 2024, Con Edison made a \$ 12 million contribution to the Foundation that Con Edison accrued as an expense in "Other Income and Deductions" within its consolidated income statement for the year ended December 31, 2023.

Note Q – Dispositions

During the first nine months of 2022, Con Edison considered strategic alternatives with respect to the Clean Energy Businesses. On October 1, 2022, following the conclusion of such review and to allow for continued focus on the Utilities and their clean energy transition, Con Edison entered into a purchase and sale agreement pursuant to which Con Edison agreed to sell the Clean Energy Businesses to RWE Renewables Americas, LLC, a subsidiary of RWE for a total of \$ 6,800 million, subject to closing adjustments. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses to RWE for \$ 3,993 million. The preliminary purchase price at closing was adjusted (i) upward for certain cash and cash equivalents, (ii) downward for certain indebtedness and debt-like items, (iii) downward for certain transaction expenses, (iv) downward to the extent that the net working capital varied from a set target, (v) upward to the extent that capital investments incurred prior to the closing of the transaction varied from a set budget, and (vi) downward by the value allocated to Broken Bow II, a project that was not able to be conveyed to RWE upon closing of the transaction. The process to finalize the purchase price was completed during the second quarter of 2024. The final purchase price was subject to customary adjustments for timing differences and a final valuation report, among other factors. The transaction was completed at arm's length and RWE was not, and will not be, considered a related party to Con Edison.

Con Edison's preliminary gain on the sale of the Clean Energy Businesses was \$ 855 million (\$ 791 million, after tax) for the three months ended March 31, 2023, and \$ 865 million (\$ 767 million after tax) for the year ended December 31, 2023. Cumulatively through March 31, 2024 the gain on the sale of the Clean Energy Businesses was \$ 835 million (\$ 745 million, after tax), reflecting a downward adjustment of \$ 30 million (\$ 22 million after-tax) for the three months then ended, resulting from certain customary closing adjustments. The portion of the gain attributable to the non-controlling interest retained in certain tax-equity projects was not material. The sale included all assets, operations and projects of the Clean Energy Businesses with the exception of tax equity interests in three projects, described below, and one deferred project, Broken Bow II, a 75 MW nameplate capacity wind power project located in Nebraska. See Note R. Transfer of the project depends on one outstanding counterparty consent, and if and when such consent is obtained within two years of the sale of the Clean Energy Businesses, i.e., by February 28, 2025, the project will transfer and the corresponding value, subject to adjustment, will be paid to Con Edison. RWE Renewables Americas, LLC operates the facility on behalf of Con Edison pursuant to certain service agreements, for which the fees are not material.

Con Edison retained the Clean Energy Businesses' tax equity investment interest in the Crane solar project and another tax equity investment interest in two solar projects located in Virginia. These tax equity partnerships produced renewable energy tax credits that can be used to reduce Con Edison's federal income tax. These tax credits are subject to recapture, in whole or in part, if the assets are sold within a five-year period beginning on the date on which the assets are placed in service. Con Edison will continue to employ HLBV accounting for its interests in these tax equity partnerships. The combined carrying value of the retained tax equity interests is approximately \$ 7 million at March 31, 2024.

Con Edison also retained any post-sale deferred income taxes (federal and state income taxes, including tax attributes), any valuation allowances associated with the deferred tax assets, all current federal taxes and New York State taxes and the estimated liability for uncertain tax positions. The unamortized deferred investment tax credits of the Clean Energy Businesses were recognized in full upon the completion of the sale of the Clean Energy Businesses.

Concurrent with entering into the purchase and sale agreement, Con Edison incurred costs in the normal course of the sale process. Transaction costs of \$ 11 million (\$ 8 million after-tax) were recorded in the first three months of 2023, and were immaterial for the first three months of 2024. Also, depreciation and amortization expense of approximately \$ 41 million (\$ 28 million after-tax) were not recorded on the assets of the Clean Energy Businesses in 2023 through the closing of the transaction.

Following the sale of the Clean Energy Businesses and pursuant to a reimbursement and indemnity agreement with RWE, Con Edison remains responsible for certain potential costs related to a battery storage project located in Imperial County, California. Con Edison's exposure under the agreement could range up to approximately \$ 172 million. As of March 31, 2024, no material amounts were recorded as liabilities on Con Edison's consolidated balance sheet related to this agreement.

The following table shows the pre-tax operating income for the Clean Energy Businesses. The 2023 period shown is through the date of the sale of the Clean Energy Businesses; there is no applicable data for the three months ended March 31, 2024.

	For the Three Months Ended March 31,
(Millions of Dollars)	2023
Pre-tax operating income	\$ 25
Pre-tax operating income, excluding non-controlling interest	\$ 21

Note R – Assets and Liabilities Held-for-Sale

On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q. The sale included all assets, operations and projects of the Clean Energy Businesses with the exception of tax equity interests in three projects and one deferred project, Broken Bow II, a 75 MW nameplate capacity wind power project located in Nebraska. Transfer of the project from Con Edison to RWE depends on one outstanding counterparty consent, and if and when such consent is obtained within two years of the sale of the Clean Energy Businesses, i.e., by February 28, 2025, the project will transfer. RWE Renewables Americas, LLC operates the facility on behalf of Con Edison pursuant to certain service agreements for which the fees are not material.

At March 31, 2024, the carrying amounts of the major classes of assets and liabilities of Broken Bow II that are expected to be sold are presented on a held-for-sale basis, and accordingly exclude net deferred tax liability balances, as follows:

	March 31, 2024
(Millions of Dollars)	2024
ASSETS	
CURRENT ASSETS	
Cash and temporary cash investments	\$ 1
Accrued unbilled revenue	1
Restricted cash	5
Prepayments	1
Other current assets	2
TOTAL CURRENT ASSETS	10
NON-UTILITY PLANT	
Non-utility property, net accumulated depreciation	76
NET PLANT	76
OTHER NONCURRENT ASSETS	
Intangible assets less accumulated amortization	71
Operating lease right-of-use asset	7
TOTAL OTHER NONCURRENT ASSETS	78
TOTAL ASSETS	\$ 164

(Millions of Dollars)	March 31, 2024
LIABILITIES	
CURRENT LIABILITIES	
Long-term debt due within one year	\$ 2
Operating lease liabilities	2
Other current liabilities	6
TOTAL CURRENT LIABILITIES	10
NONCURRENT LIABILITIES	
Asset retirement obligations	3
Operating lease liabilities	5
TOTAL NONCURRENT LIABILITIES	8
LONG-TERM DEBT	59
TOTAL LIABILITIES	\$ 77

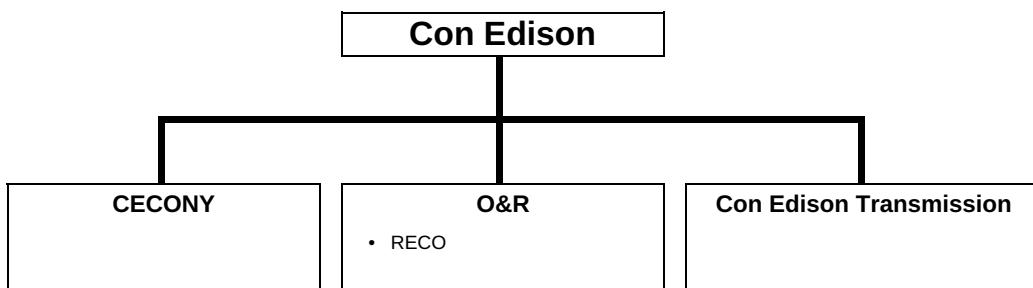
Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations

This combined management's discussion and analysis of financial condition and results of operations (MD&A) relates to the consolidated financial statements (the First Quarter Financial Statements) included in this report of two separate registrants: Consolidated Edison, Inc. (Con Edison) and Consolidated Edison Company of New York, Inc. (CECONY). As used in this report, the term the "Companies" refers to Con Edison and CECONY. CECONY is a subsidiary of Con Edison and, as such, information in this management's discussion and analysis about CECONY applies to Con Edison.

This MD&A should be read in conjunction with the First Quarter Financial Statements and the notes thereto and the MD&A in Item 7 of the Companies' combined Annual Report on Form 10-K for the year ended December 31, 2023 (File Nos.1-14514 and 1-01217, the Form 10-K).

Information in any item of this report referred to in this discussion and analysis is incorporated by reference herein. The use of terms such as "see" or "refer to" shall be deemed to incorporate by reference into this discussion and analysis the information to which reference is made.

Con Edison, incorporated in New York State in 1997, is a holding company that owns all of the outstanding common stock of CECONY, Orange and Rockland Utilities, Inc. (O&R) and Con Edison Transmission, Inc. As used in this report, the term the "Utilities" refers to CECONY and O&R.



Con Edison's principal business operations are those of the Utilities and Con Edison Transmission. CECONY's principal business operations are its regulated electric, gas and steam delivery businesses. O&R's principal business operations are its regulated electric and gas delivery businesses. Con Edison Transmission, through its subsidiaries, invests in electric transmission projects supporting Con Edison's effort to transition to clean, renewable energy and manages, through joint ventures, both electric and gas assets while seeking to develop electric transmission projects that will bring clean, renewable electricity to customers focusing on New York and the Northeast. See "Investments" in Note A to the First Quarter Financial Statements. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

Con Edison seeks to provide shareholder value through continued dividend growth, supported by earnings growth in regulated utilities and contracted electric and gas assets. Con Edison invests to provide reliable, resilient, safe and clean energy critical for its New York customers. Con Edison is a responsible neighbor, helping the communities it serves become more sustainable.

In addition to the Companies' material contingencies described in Notes B, G and H to the First Quarter Financial Statements, the Companies' management considers the following events, trends, and uncertainties to be important to understanding the Companies' current and future financial condition.

Clean Energy Goals

The success of the Companies' efforts to meet federal, state and city clean energy policy goals and the impact of energy consumers' efforts to meet such goals on CECONY's electric, gas and steam businesses and O&R's electric

and gas businesses may impact the Companies' future financial condition. The Utilities expect electric usage to increase and gas and steam usage to decrease in their service territories as federal, state and local laws and policies are enacted and implemented that aim to reduce the carbon intensity of the energy that is consumed. The Utilities' and their regulators' efforts to maintain electric reliability in their service territories as electric usage increases may also impact the Companies' future financial condition. The long-term future of the Utilities' gas businesses depends upon the role that natural gas or other gaseous fuels will play in facilitating New York State's and New York City's climate goals. In addition, the impact and costs of climate change on the Utilities' systems and the success of the Utilities' efforts to maintain system reliability and manage service interruptions resulting from severe weather may impact the Companies' future financial condition, results of operations and liquidity.

Aged Accounts Receivable Balances

At March 31, 2024, CECONY's and O&R's customer accounts receivables balance s of \$2,892 million and \$119 million, respectively, included aged accounts receivables (balances outstanding in excess of 60 days) of \$1,358 million and \$29 million, respectively. In comparison, CECONY's and O&R's customer accounts receivable balances at February 28, 2020 were \$1,322 million and \$89 million, respectively, including aged accounts receivables (balances outstanding in excess of 60 days) of \$408 million and \$15 million, respectively. Prior to the start of the COVID-19 pandemic, the Utilities' practice was to write off customer accounts receivables as uncollectible 90 days after the account is disconnected for non-payment or the account is closed during the collection process. In general, the Utilities suspended service disconnections during the COVID-19 pandemic. CECONY's rate plans include reconciliation of late payment charges (from January 1, 2023 through December 31, 2025 for electric and gas and from January 1, 2020 through October 31, 2026 for steam) and write-offs of customer accounts receivable balances (from January 1, 2020 through December 31, 2025 for electric and gas and from January 1, 2020 through October 31, 2026 for steam) to amounts reflected in rates, with recovery/refund from or to customers via surcharge/sur-credit. CECONY's surcharge recoveries for late payment charges and write-offs of accounts receivable balances will, collectively, be subject to separate annual caps for electric and gas that produce no more than a half percent (0.5 percent) total customer bill impact per commodity (estimated for electric to be \$57.3 million, \$60.3 million, \$62.6 million for 2023, 2024 and 2025, respectively, and for gas to be \$14.8 million, \$15.9 million and \$16.8 million for 2023, 2024 and 2025, respectively). CECONY's surcharge recoveries for late payment charges and write-offs of accounts receivables for steam will each be subject to an annual cap that produces no more than half percent (0.5 percent) total customer bill impact (estimated to be \$2.5 million, \$3.0 million and \$3.5 million for 2024, 2025 and 2026, respectively). Amounts in excess of the surcharge caps will be deferred as a regulatory asset for recovery in CECONY's next base rate cases. O&R's 2022 - 2024 rate plans include reconciliation of late payment charges to amounts reflected in rates for years 2022 through 2024, with full recovery/refund via surcharge/sur-credit once the annual variance equals or exceeds 5 basis points of return on equity and reconciliation of write-offs of customer accounts receivable balances to amounts reflected in rates from January 1, 2020 through December 31, 2024, with full recovery/refund via surcharge/sur-credit once the annual variance equals or exceeds 5 basis points of return on equity. Although these regulatory mechanisms are in place, a continued slower recovery in cash of outstanding customer accounts receivable balances has impacted the Companies' liquidity and may continue to impact liquidity. The Utilities resumed collection activities, including write-offs of uncollectible customer accounts receivable balances. See "Liquidity and Capital Resources" and "Capital Requirements and Resources," below.

Con Edison Transmission

Con Edison Transmission, through its New York Transco partnership and jointly with the New York Power Authority, is developing the Propel NY Energy transmission project that will deliver offshore wind energy from Long Island to New York City, Westchester County and the rest of New York State's high voltage power grid. Con Edison Transmission is participating in competitive solicitations to develop additional electric projects, including a joint solicitation submitted in April 2024 with another entity to build transmission infrastructure that will carry offshore wind power to New Jersey's electric grid. The success of Con Edison Transmission's efforts in these competitive solicitations and to grow its electric transmission portfolio may impact Con Edison's future capital requirements.

CECONY

Electric

CECONY provides electric service to approximately 3.7 million customers in all of New York City (except a part of Queens) and most of Westchester County, an approximately 660 square mile service area with a population of more than nine million.

Gas

CECONY delivers gas to approximately 1.1 million customers in Manhattan, the Bronx, parts of Queens and most of Westchester County.

Steam

CECONY operates the largest steam distribution system in the United States by producing and delivering approximately 15,444 MMlb of steam annually to approximately 1,525 customers in parts of Manhattan.

O&R

Electric

O&R and its utility subsidiary, Rockland Electric Company (RECO) (together referred to herein as O&R) provide electric service to approximately 0.3 million customers in southeastern New York and northern New Jersey an approximately 1,300 square mile service area.

Gas

O&R delivers gas to over 0.1 million customers in southeastern New York.

Certain financial data of Con Edison's businesses are presented below:

<i>(Millions of Dollars, except percentages)</i>	For the Three Months Ended				At March 31, 2024	
	March 31, 2024					
	Operating Revenues	Net Income for Common Stock	Assets			
CECONY	\$3,971	93 %	\$694	96 %	\$61,904	92 %
O&R	308	7	37	5	3,747	6
Total Utilities	\$4,279	100 %	\$731	101 %	\$65,651	98 %
Con Edison Transmission	1	—	11	2	431	1
Other (a)	—	—	(22)	(3)	598	1
Total Con Edison	\$4,280	100 %	\$720	100 %	\$66,680	100 %

(a) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. Net income for common stock for the three months ended March 31, 2024 includes \$(22) million (after-tax) for an adjustment related to the sale of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

Inflation Reduction Act

On August 16, 2022, the Inflation Reduction Act of 2022 (the IRA) was signed into law and included a new 15 percent Corporate Alternative Minimum Tax (CAMT). Under the IRA, a corporation is subject to the CAMT if its average annual adjusted financial statement Income for the three taxable year period ending prior to the taxable year exceeds \$1,000 million, and applies to tax years beginning after December 31, 2022. Con Edison and CECONY were not subject to the CAMT in 2023 and are subject to the CAMT beginning in 2024. The provisions of the CAMT are not expected to have a material impact on the Companies' financial position, results of operations or liquidity.

New York Legislation

In April 2021, New York passed a law that increased the corporate franchise tax rate on business income from 6.5 percent to 7.25 percent, retroactive to January 1, 2021, for taxpayers with taxable income greater than \$5 million. The law also reinstated the business capital tax at 0.1875 percent, not to exceed a maximum tax liability of \$5 million per taxpayer. New York requires a corporate franchise taxpayer to calculate and pay the highest amount of tax under the three alternative methods: a tax on business income; a tax on business capital; or a fixed dollar minimum. The provisions to increase the corporate franchise tax rate and reinstate a capital tax were scheduled to expire after 2023. In May 2023, New York passed a law that extended the increase in the corporate franchise tax rate from 6.5 percent to 7.25 percent for an additional three years, through tax year 2026 and extended the business capital tax through tax year 2026. New York also passed a law establishing a permanent rate of 30 percent for the metropolitan transportation business tax surcharge. As a result of the sale of the Clean Energy Businesses in 2023, Con Edison's New York State taxable income was higher than \$5 million and it was subject to the higher 7.25 percent rate (9.425 percent with the surcharge rate) on its taxable income for tax year 2023, but is not expected to be subject to the higher rate in tax year 2024.

Results of Operations

Net income for common stock and earnings per share for the three months ended March 31, 2024 and 2023 were as follows:

<i>(Millions of Dollars, except per share amounts)</i>	For the Three Months Ended March 31,			
	2024	2023	2024	2023
	Net Income for Common Stock	Earnings per Share		
CECONY	\$694	\$604	\$2.01	\$1.71
O&R	37	31	0.11	0.09
Clean Energy Businesses (a) (d)	—	22	—	0.07
Con Edison Transmission	11	2	0.03	—
Other (b)	(22)	774	(0.07)	2.19
Con Edison (c)	\$720	\$1,433	\$2.08	\$4.06

(a) Net income for common stock and earnings per share from the Clean Energy Businesses for the three months ended March 31, 2023 includes \$(9) million or \$(0.03) a share net after-tax mark-to-market effects. Net income for common stock and earnings per share from the Clean Energy Businesses for the three months ended March 31, 2023 also includes \$2 million or \$0.01 a share (after-tax) net of the effects of HLBV accounting for tax equity investments in certain renewable electric projects. Depreciation and amortization expenses on their assets of \$31 million or \$0.09 a share (after-tax) were not recorded for the three months ended March 31, 2023.

(b) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. Net income for common stock and earnings per share for the three months ended March 31, 2024 includes \$(22) million (after-tax) or \$(0.07) a share (after-tax) for an adjustment related to the sale of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

Net income for common stock and earnings per share for the three months ended March 31, 2023 includes an immaterial amount or \$0.00 a share net of income tax impact on the net after-tax mark-to-market effects. Net income for common stock and earnings per share for the three months ended March 31, 2023 also includes an immaterial amount or \$0.00 a share net of income tax impact on the effects of HLBV accounting for tax equity investments in certain renewable electric projects. Net income for common stock for the three months ended March 31, 2023 also includes \$(9) million and \$(0.02) a share of transaction costs and other accruals related to the sale of the Clean Energy Businesses (net of tax). Net income for common stock for the three months ended March 31, 2023 also includes the impact of the sale of the Clean Energy Businesses on the changes in state unitary tax apportionments (net of federal taxes) of \$(16) million or \$(0.05) per share. Depreciation and amortization expenses on the assets of the Clean Energy Businesses of \$(3) million or \$(0.01) a share (after-tax) were not recorded for the three months ended March 31, 2023. Net income for common stock and earnings per share for the three months ended March 31, 2023 includes \$791 million (after-tax) or \$2.24 a share (after-tax) for the gain on the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

(c) Earnings per share on a diluted basis were \$2.08 a share and \$4.05 a share for the three months ended March 31, 2024 and 2023, respectively.

(d) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

The following tables present the estimated effect of major factors on earnings per share and net income for common stock for the three months ended March 31, 2024 as compared with the 2023 period.

Variation for the Three Months Ended March 31, 2024 vs. 2023

	Net Income for Common Stock (Net of Tax) (Millions of Dollars)	Earnings per Share
CECONY (a)		
New steam rate plan effective November 2023	\$47	\$0.13
Higher gas rate base	27	0.08
Higher electric rate base	15	0.04
Accretive effect of share repurchase	—	0.04
Other	1	0.01
Total CECONY	90	0.30
O&R (a)		
Electric base rate increase	7	0.02
Gas base rate increase	1	—
Other	(2)	—
Total O&R	6	0.02
Clean Energy Businesses (b)		
Total Clean Energy Businesses	(22)	(0.07)
Con Edison Transmission		
Higher investment income, primarily due to the recognition of allowance for funds used during construction from Mountain Valley Pipeline, LLC	8	0.02
Other	1	0.01
Total Con Edison Transmission	9	0.03
Other, including parent company expenses		
Gain and other impacts related to the sale of the Clean Energy Businesses	(785)	(2.23)
Lower interest income	(8)	(0.02)
Other	(3)	(0.01)
Total Other, including parent company expenses	(796)	(2.26)
Total Reported (GAAP basis)	\$(713)	\$1.98

a. Under the revenue decoupling mechanisms in the Utilities' New York electric and gas rate plans and the weather-normalization clause applicable to their gas businesses, revenues are generally not affected by changes in delivery volumes from levels assumed when rates were approved. Effective November 1, 2023, revenues from CECONY's steam sales are also subject to a weather normalization clause, as a result of which, delivery revenues reflect normal weather conditions during the heating season. In general, the Utilities recover on a current basis the fuel, gas purchased for resale and purchased power costs they incur in supplying energy to their full-service customers. Accordingly, such costs do not generally affect Con Edison's results of operations.

b. On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses.

The Companies' other operations and maintenance expenses for the three months ended March 31, 2024 and 2023 were as follows:

	For the Three Months Ended March 31,	
(Millions of Dollars)	2024	2023
CECONY		
Operations	\$488	\$423
Pensions and other postretirement benefits	39	86
Health care and other benefits	40	37
Regulatory fees and assessments (a)	107	89
Other	115	115
Total CECONY	\$789	\$750
O&R	96	97
Clean Energy Businesses (b)	—	48
Con Edison Transmission	4	3
Other (c)	(1)	(2)
Total other operations and maintenance expenses	\$888	\$896

(a) Includes Demand Side Management, System Benefit Charges and Public Service Law 18A assessments that are collected in revenues.

(b) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

(c) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. See Note R to the First Quarter Financial Statements.

A discussion of the results of operations by principal business segment for the three months ended March 31, 2024 and 2023 follows. For additional business segment financial information, see Note M to the First Quarter Financial Statements.

The Companies' results of operations for the three months ended March 31, 2024 and 2023 were as follows:

<i>(Millions of Dollars)</i>	CECONY		O&R		Clean Energy Businesses (a)		Con Edison Transmission		Other (b)		Con Edison (c)	
	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
Operating revenues	\$3,971	\$3,953	\$308	\$321	\$—	\$129	\$1	\$1	\$—	\$(1)	\$4,280	\$4,403
Purchased power	579	631	70	71	—	—	—	—	—	—	649	702
Fuel	88	189	—	—	—	—	—	—	—	—	88	189
Gas purchased for resale	235	365	32	63	—	41	—	—	—	(1)	267	468
Other operations and maintenance	789	750	96	97	—	48	4	3	(1)	(2)	888	896
Depreciation and amortization	510	473	29	25	—	—	—	—	—	1	539	499
Taxes, other than income taxes	781	736	25	24	—	4	—	—	2	1	808	765
Gain (loss) on sale of the Clean Energy Businesses	—	—	—	—	—	—	—	—	(30)	855	(30)	855
Operating income (loss)	989	809	56	41	—	36	(3)	(2)	(31)	855	1,011	1,739
Other income (deductions)	156	182	8	12	—	1	18	7	—	(6)	182	196
Net interest expense	270	233	14	13	—	15	—	2	5	(1)	289	262
Income (loss) before income tax expense	875	758	50	40	—	22	15	3	(36)	850	904	1,673
Income tax expense	181	154	13	9	—	3	4	1	(14)	76	184	243
Net income (loss)	\$694	\$604	\$37	\$31	\$—	\$19	\$11	\$2	\$(22)	\$774	\$720	\$1,430
Loss attributable to non-controlling interest	—	—	—	—	—	(3)	—	—	—	—	—	(3)
Net income (loss) for common stock	\$694	\$604	\$37	\$31	\$—	\$22	\$11	\$2	\$(22)	\$774	\$720	\$1,433

- (a) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.
- (b) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. See Note R to the First Quarter Financial Statements.
- (c) Represents the consolidated results of operations of Con Edison and its businesses.

CECONY

(Millions of Dollars)	For the Three Months Ended March 31, 2024				For the Three Months Ended March 31, 2023				2024-2023 Variation
	Electric	Gas	Steam	2024 Total	Electric	Gas	Steam	2023 Total	
Operating revenues	\$2,441	\$1,243	\$287	\$3,971	\$2,356	\$1,291	\$306	\$3,953	\$18
Purchased power	568	—	11	579	613	—	18	631	(52)
Fuel	58	—	30	88	79	—	110	189	(101)
Gas purchased for resale	—	235	—	235	—	365	—	365	(130)
Other operations and maintenance	612	128	49	789	568	125	57	750	39
Depreciation and amortization	370	114	26	510	343	105	25	473	37
Taxes, other than income taxes	593	151	37	781	559	137	40	736	45
Operating income	\$240	\$615	\$134	\$989	\$194	\$559	\$56	\$809	\$180

Electric

CECONY's results of electric operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended			Variation
	March 31, 2024	March 31, 2023	March 31, 2024	
Operating revenues			\$2,441	\$2,356 \$85
Purchased power			568	613 (45)
Fuel			58	79 (21)
Other operations and maintenance			612	568 44
Depreciation and amortization			370	343 27
Taxes, other than income taxes			593	559 34
Electric operating income	\$240	\$194	\$240	\$194 \$46

CECONY's electric sales and deliveries for the three months ended March 31, 2024 compared with the 2023 period were:

Description	Millions of kWh Delivered				Revenues in Millions (a)			
	For the Three Months Ended				For the Three Months Ended			
	March 31, 2024	March 31, 2023	Variation	Percent Variation	March 31, 2024	March 31, 2023	Variation	Percent Variation
Residential/Religious (b)	2,591	2,614	(23)	(0.9) %	\$965	\$712	\$253	35.5 %
Commercial/Industrial	2,672	2,787	(115)	(4.1)	737	676	61	9.0
Retail choice customers	4,768	4,805	(37)	(0.8)	542	463	79	17.1
NYPA, Municipal Agency and other sales	2,301	2,330	(29)	(1.2)	177	158	19	12.0
Other operating revenues (c)	—	—	—	—	20	347	(327)	(94.2)
Total	12,332	12,536	(204)	(1.6) % (d)	\$2,441	\$2,356	\$85	3.6 %

- (a) Revenues from electric sales are subject to a revenue decoupling mechanism, as a result of which delivery revenues generally are not affected by changes in delivery volumes from levels assumed when rates were approved.
- (b) "Residential/Religious" generally includes single-family dwellings, individual apartments in multi-family dwellings, religious organizations and certain other not-for-profit organizations.
- (c) Other electric operating revenues generally reflect changes in the revenue decoupling mechanism current asset or regulatory liability and changes in regulatory assets and liabilities in accordance with other provisions of CECONY's rate plan.
- (d) After adjusting for variations, primarily weather and billing days, electric delivery volumes in CECONY's service area increased 1.1 percent in the three months ended March 31, 2024 compared with the 2023 period.

Operating revenues increased \$85 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to an increase in revenues from the electric rate plan (\$142 million) and a change in incentives earned under the earnings adjustment mechanisms (EAMs) (\$1 million), offset in part by lower purchased power expenses (\$45 million) and lower fuel expenses (\$21 million).

Purchased power expenses decreased \$45 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower unit costs (\$68 million), offset in part by higher purchased volumes (\$23 million).

Fuel expenses decreased \$21 million in the three months ended March 31, 2024 compared with the 2023 period due to lower unit costs (\$21 million).

Other operations and maintenance expenses increased \$44 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to increases in total surcharges for assessments and fees that are collected in revenues from customers (\$13 million), electric operations maintenance activities (\$10 million), municipal infrastructure support costs (\$8 million), costs for injuries and damages (\$3 million) and uncollectible expenses (\$1 million).

Depreciation and amortization expenses increased \$27 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher electric utility plant balances.

Taxes, other than income taxes increased \$34 million in the three months ended March 31, 2024 compared with the 2023 period due to higher property taxes (\$31 million) and higher state and local revenue taxes (\$7 million), offset in part by lower deferral of over-collected property taxes (\$6 million).

Gas

CECONY's results of gas operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended		
	March 31, 2024	March 31, 2023	Variation
Operating revenues	\$1,243	\$1,291	(\$48)
Gas purchased for resale	235	365	(130)
Other operations and maintenance	128	125	3
Depreciation and amortization	114	105	9
Taxes, other than income taxes	151	137	14
Gas operating income	\$615	\$559	\$56

CECONY's gas sales and deliveries, excluding off-system sales, for the three months ended March 31, 2024 compared with the 2023 period were:

Description	Thousands of Dt Delivered				Revenues in Millions (a)			
	For the Three Months Ended				For the Three Months Ended			
	March 31, 2024	March 31, 2023	Variation	Percent	March 31, 2024	March 31, 2023	Variation	Percent
Residential	20,652	22,508	(1,856)	(8.2) %	\$501	\$558	(\$57)	(10.2) %
General	12,519	12,526	(7)	(0.1)	275	255	20	7.8
Firm transportation	29,498	31,657	(2,159)	(6.8)	405	403	2	0.5
Total firm sales and transportation	62,669	66,691	(4,022)	(6.0) % (b)	\$1,181	\$1,216	(\$35)	(2.9) %
Interruptible sales (c)	1,185	1,863	(678)	(36.4)	12	20	(8)	(40.0)
NYPA	12,991	9,973	3,018	30.3	1	1	—	—
Generation plants	12,949	11,781	1,168	9.9	5	8	(3)	(37.5)
Other	6,290	6,173	117	1.9	14	12	2	16.7
Other operating revenues (d)	—	—	—	—	30	34	(4)	(11.8)
Total	96,084	96,481	(397)	(0.4) %	\$1,243	\$1,291	(\$48)	(3.7) %

(a) Revenues from gas sales are subject to a weather normalization clause and a revenue decoupling mechanism as a result of which delivery revenues are generally not affected by changes in delivery volumes from levels assumed when rates were approved.

(b) After adjusting for variations, primarily billing days, firm gas sales and transportation volumes in CECONY's service area decreased 7.5 percent in the three months ended March 31, 2024 compared with the 2023 period.

(c) Includes 2,574 thousand and 654 thousand of Dt for the 2024 and 2023 periods, respectively, that are also reflected in firm transportation and other.

(d) Other gas operating revenues generally reflect changes in the revenue decoupling mechanism and weather normalization clause current asset or regulatory liability and changes in regulatory assets and liabilities in accordance with other provisions of CECONY's rate plan.

Operating revenues decreased \$48 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower gas purchased for resale (\$130 million), offset in part by an increase in gas revenues under the company's gas rate plan (\$88 million).

Gas purchased for resale decreased \$130 million in the three months ended March 31, 2024 compared with the 2023 period due to lower unit costs (\$148 million), offset in part by higher purchased volumes (\$18 million).

Other operations and maintenance expenses increased \$3 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher gas operations costs (\$6 million), offset in part by total sur-credits for assessments and fees that are collected in revenues from customers (\$2 million).

Depreciation and amortization expenses increased \$9 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher gas utility plant balances.

Taxes, other than income taxes increased \$14 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher property taxes (\$13 million) and lower deferral of under-collected property taxes (\$6 million), offset in part by lower state and local revenue taxes (\$6 million).

Steam

CECONY's results of steam operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended		
	March 31, 2024	March 31, 2023	Variation
Operating revenues	\$287	\$306	\$(19)
Purchased power	11	18	(7)
Fuel	30	110	(80)
Other operations and maintenance	49	57	(8)
Depreciation and amortization	26	25	1
Taxes, other than income taxes	37	40	(3)
Steam operating income	\$134	\$56	\$78

CECONY's steam sales and deliveries for the three months ended March 31, 2024 compared with the 2023 period were:

Description	Millions of Pounds Delivered					Revenues in Millions				
	For the Three Months Ended					For the Three Months Ended				
	March 31, 2024	March 31, 2023	Variation	Percent	Variation	March 31, 2024	March 31, 2023	Variation	Percent	Variation
General	251	261	(10)	(3.8) %		\$17	\$14	\$3	21.4 %	
Apartment house	2,105	2,012	93	4.6		78	80	(2)	(2.5)	
Annual power	4,293	4,359	(66)	(1.5)		202	199	3	1.5	
Other operating revenues (a)	—	—	—	—		(10)	13	(23)	Large	
Total	6,649	6,632	17	0.3 % (b)		\$287	\$306	\$(19)	(6.2) %	

(a) Other steam operating revenues generally reflect changes in regulatory assets and liabilities in accordance with CECONY's rate plan.

(b) After adjusting for variations, primarily weather prior to November 1, 2023, and billing days, steam sales and deliveries in the company's service area decreased 2.7 percent in the three months ended March 31, 2024 compared with the 2023 period.

Operating revenues decreased \$19 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower fuel expense (\$80 million) and lower purchased power (\$7 million), offset in part by the benefit from the new steam rate plan (\$63 million) and tax law sur-credit (\$5 million).

Purchased power expenses decreased \$7 million in the three months ended March 31, 2024 compared with the 2023 period due to lower unit costs (\$7 million).

Fuel expenses decreased \$80 million in the three months ended March 31, 2024 compared with the 2023 period due to lower unit costs (\$83 million), offset in part by higher purchased volumes from the company's steam generating facilities (\$3 million).

Other operations and maintenance expenses decreased \$8 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower costs for pension and other postretirement benefits, reflecting reconciliation to the rate plan level (\$15 million), offset in part by higher steam operations maintenance activities (\$5 million) and an increase in municipal infrastructure support (\$1 million).

Taxes, other than income taxes decreased \$3 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to a lower deferral of over-collected property taxes (\$6 million), offset in part by higher property taxes (\$2 million).

Taxes, Other Than Income Taxes

At \$781 million, taxes other than income taxes remain one of CECONY's largest operating expenses for the three months ended March 31, 2024. The principal components of, and variations in, taxes other than income taxes were:

<i>(Millions of Dollars)</i>	For the Three Months Ended March 31,		
	2024	2023	Variation
Property taxes	\$649	\$603	\$46
State and local taxes related to revenue receipts	120	118	2
Payroll taxes	31	28	3
Other taxes	(19)	(13)	(6)
Total	\$781(a)	\$736(a)	\$45

(a) Including sales tax on customers' bills, total taxes other than income taxes in 2024 and 2023 were \$978 million and \$902 million, respectively.

Other Income (Deductions)

Other income decreased \$26 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower credits associated with components of pension and other postretirement benefits other than service cost (\$40 million), offset in part by lower expenses resulting from investment performance in the deferred compensation plan (\$7 million) and an increase in the allowance for funds used during construction (\$4 million).

Net Interest Expense

Net interest expense increased \$37 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher interest on long-term debt (\$26 million) and short-term debt (\$5 million) and an increase in the carrying charges and interest on regulatory liability balances (\$3 million).

Income Tax Expense

Income taxes increased \$27 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher income before income tax expense (\$25 million), higher state income taxes (\$6 million), and lower flow through tax benefits in 2024 for plant-related items (\$4 million), offset in part by higher amortization of excess deferred federal income taxes (\$7 million).

O&R

<i>(Millions of Dollars)</i>	For the Three Months Ended March 31, 2024			For the Three Months Ended March 31, 2023			2024-2023 Variation
	Electric	Gas	2024 Total	Electric	Gas	2023 Total	
Operating revenues	\$195	\$113	\$308	\$182	\$139	\$321	\$(13)
Purchased power	70	—	70	71	—	71	(1)
Gas purchased for resale	—	32	32	—	63	63	(31)
Other operations and maintenance	75	21	96	77	20	97	(1)
Depreciation and amortization	20	9	29	18	7	25	4
Taxes, other than income taxes	16	9	25	15	9	24	1
Operating income (loss)	\$14	\$42	\$56	\$1	\$40	\$41	\$15

Electric

O&R's results of electric operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended		
	March 31, 2024	March 31, 2023	Variation
Operating revenues	\$195	\$182	\$13
Purchased power	70	71	(1)
Other operations and maintenance	75	77	(2)
Depreciation and amortization	20	18	2
Taxes, other than income taxes	16	15	1
Electric operating income	\$14	\$1	\$13

O&R's electric sales and deliveries for the three months ended March 31, 2024 compared with the 2023 period were:

Description	Millions of kWh Delivered			Revenues in Millions (a)				
	March 31, 2024	March 31, 2023	Variation	Percent Variation	March 31, 2024	March 31, 2023	Variation	Percent Variation
Residential/Religious (b)	500	467	33	7.1 %	\$107	\$107	\$—	—
Commercial/Industrial	238	262	(24)	(9.2)	40	41	(1)	(2.4)
Retail choice customers	582	495	87	17.6	42	30	12	40.0
Public authorities	27	27	—	—	3	3	—	—
Other operating revenues (c)	—	—	—	—	3	1	2	Large
Total	1,347	1,251	96	7.7 % (d)	\$195	\$182	\$13	7.1 %

- (a) O&R's New York electric delivery revenues are subject to a revenue decoupling mechanism, as a result of which delivery revenues are generally not affected by changes in delivery volumes from levels assumed when rates were approved. The majority of O&R's electric distribution revenues in New Jersey are subject to a conservation incentive program, as a result of which distribution revenues are generally not affected by changes in delivery volumes from levels assumed when rates were approved. O&R's electric transmission revenues in New Jersey are not subject to a conservation incentive program, and as a result, changes in such volumes do impact revenues.
- (b) "Residential/Religious" generally includes single-family dwellings, individual apartments in multi-family dwellings, religious organizations and certain other not-for-profit organizations.
- (c) Other electric operating revenues generally reflect changes in regulatory assets and liabilities in accordance with O&R's electric rate plan.
- (d) After adjusting for weather and other variations, electric delivery volumes in O&R's service area increased 2.8 percent in the three months ended March 31, 2024 compared with the 2023 period.

Operating revenues increased \$13 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher revenues from the electric rate plans (\$9 million), offset in part by lower purchased power expenses (\$1 million).

Gas

O&R's results of gas operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended		
	March 31, 2024	March 31, 2023	Variation
Operating revenues	\$113	\$139	(\$26)
Gas purchased for resale	32	63	(31)
Other operations and maintenance	21	20	1
Depreciation and amortization	9	7	2
Taxes, other than income taxes	9	9	—
Gas operating income	\$42	\$40	\$2

O&R's gas sales and deliveries, excluding off-system sales, for the three months ended March 31, 2024 compared with the 2023 period were:

Description	Thousands of Dt Delivered				Revenues in Millions (a)			
	For the Three Months Ended				For the Three Months Ended			
	March 31, 2024	March 31, 2023	Variation	Percent	March 31, 2024	March 31, 2023	Variation	Percent
Residential	5,974	5,208	766	14.7 %	\$85	\$100	(\$15)	(15.0) %
General	725	1,094	(369)	(33.7)	9	18	(9)	(50.0)
Firm transportation	2,370	2,180	190	8.7	17	17	—	—
Total firm sales and transportation	9,069	8,482	587	6.9 % (b)	\$111	\$135	(\$24)	(17.8) %
Interruptible sales	747	957	(210)	(21.9)	2	2	—	—
Generation plants	2	1	1	Large	—	—	—	—
Other	32	294	(262)	(89.1)	—	—	—	—
Other gas revenues	—	—	—	—	—	2	(2)	Large
Total	9,850	9,734	116	1.2 %	\$113	\$139	(\$26)	(18.7) %

(a) Revenues from New York gas sales are subject to a weather normalization clause and a revenue decoupling mechanism as a result of which delivery revenues are generally not affected by changes in delivery volumes from levels assumed when rates were approved.

(b) After adjusting for weather and other variations, firm sales and transportation volumes in O&R's service area decreased 3.2 percent in the three months ended March 31, 2024 compared with the 2023 period.

Operating revenues decreased \$26 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower gas purchased for resale (\$31 million), offset in part by higher revenues from the New York gas rate plan (\$2 million) and a change in incentives earned under the earnings adjustment mechanisms (EAMs) (\$1 million).

Gas purchased for resale decreased \$31 million in the three months ended March 31, 2024 compared with the 2023 period due to lower unit costs (\$36 million), offset in part by higher purchased volumes (\$5 million).

Taxes, Other Than Income Taxes

Taxes, other than income taxes, remained consistent in 2024 compared with 2023 for the three months ended March 31, 2024. The principal components of taxes, other than income taxes, were:

(Millions of Dollars)	For the Three Months Ended			
	March 31,	2024	2023	Variation
Property taxes		\$18	\$18	\$—
State and local taxes related to revenue receipts		4	3	1
Payroll taxes		3	3	—
Total		\$25 (a)	\$24 (a)	\$1

(a) Including sales tax on customers' bills, total taxes other than income taxes in 2024 and 2023 were \$33 million.

Other Income (Deductions)

Other income decreased \$4 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower credits associated with components of pension and other postretirement benefits other than service cost (\$4 million).

Income Tax Expense

Income taxes increased \$4 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher income before income tax expense (\$2 million) and higher state income taxes (\$1 million).

Con Edison Transmission

Other Income (Deductions)

Other income increased \$11 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to Con Edison Transmission's recognition of its proportionate share of allowance for funds used during construction for MVP (\$10 million).

Income Tax Expense

Income taxes increased \$3 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to higher income before income tax expense.

Other

Income Tax Expense

Income taxes decreased \$90 million in the three months ended March 31, 2024 compared with the 2023 period primarily due to lower income before income tax expense due to the sale of the Clean Energy Businesses in the 2023 period (\$211 million) and a lower unitary state tax adjustment, net of federal benefit (\$17 million), offset in part by the recognition of unamortized investment tax credits (\$106 million) and higher state taxes due to a change in state apportionments, net of federal income taxes (\$36 million), both related to the sale of the Clean Energy Businesses in 2023 and an increase in renewable energy tax credits (\$1 million).

Clean Energy Businesses

On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements. The Clean Energy Businesses' results of operations for the three months ended March 31, 2024 compared with the 2023 period were as follows:

(Millions of Dollars)	For the Three Months Ended		
	March 31, 2024	March 31, 2023	Variation
Operating revenues	\$—	\$129	\$(129)
Gas purchased for resale	—	41	(41)
Other operations and maintenance	—	48	(48)
Taxes, other than income taxes	—	4	(4)
Operating income	\$—	\$36	\$(36)

Liquidity and Capital Resources

The Companies monitor the financial markets closely, including borrowing rates and daily cash collections. Increases in aged accounts receivable balances, inflationary pressure and higher interest rates have increased the amount of capital needed by the Utilities and the costs of such capital. See "Interest Rate Risk," below, "Aged Accounts Receivable Balances," above and "Capital Requirements and Resources," below.

Con Edison and the Utilities have a \$2,500 million revolving credit agreement (the Credit Agreement) in place under which banks are committed to provide loans on a revolving credit basis until March 2029, unless extended for an additional one-year term, subject to certain conditions. CECONY has a \$500 million 364-day revolving credit agreement (the CECONY Credit Agreement) in place under which banks are committed to provide loans on a revolving credit basis until March 2025, subject to certain conditions. Con Edison and the Utilities have not entered into any loans under the Credit Agreement and CECONY has not entered into any loans under the CECONY Credit Agreement. See Note D to the First Quarter Financial Statements.

The Companies' liquidity reflects cash flows from operating, investing and financing activities, as shown on their respective consolidated statements of cash flows and as discussed below.

The Companies' cash, temporary cash investments and restricted cash resulting from operating, investing and financing activities for the three months ended March 31, 2024 and 2023 are summarized as follows:

For the Three Months Ended March 31,												
(Millions of Dollars)	CECONY		O&R		Clean Energy Businesses (d)		Con Edison Transmission		Other (a)(b)		Con Edison (c)	
	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
Operating activities	\$522	\$45	\$45	\$44	\$—	\$—	\$(4)	\$(152)	\$10	\$155	\$573	\$92
Investing activities	(1,266)	(1,077)	(78)	(68)	—	(248)	—	(26)	—	4,037	(1,344)	2,618
Financing activities	(290)	12	45	21	—	—	(1)	189	(3)	(3,688)	(249)	(3,466)
Net change for the period	(1,034)	(1,020)	12	(3)	—	(248)	(5)	11	7	504	(1,020)	(756)
Balance at beginning of period	1,138	1,056	23	35	—	248	25	—	9	191	1,195	1,530
Balance at end of period (c)	\$104	\$36	\$35	\$32	\$—	\$—	\$20	\$11	\$16	\$695	\$175	\$774
Less: Cash balances held for sale (d)	—	—	—	—	—	—	—	—	6	3	6	3
Balance at end of period excluding held for sale	\$104	\$36	\$35	\$32	\$—	\$—	\$20	\$11	\$10	\$692	\$169	\$771

(a) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. See Note R to the First Quarter Financial Statements.

(b) Represents the consolidated results of operations of Con Edison and its businesses.

(c) See "Reconciliation of Cash, Temporary Cash Investments and Restricted Cash" in Note A to the First Quarter Financial Statements.

(d) On March 1, 2023, Con Edison completed the sale of all of the stock of the Clean Energy Businesses. See Note Q and Note R to the First Quarter Financial Statements.

Cash Flows from Operating Activities

The Utilities' cash flows from operating activities primarily reflect their energy sales and deliveries and cost of operations. The volume of energy sales and deliveries is primarily affected by factors external to the Utilities, such as customer demand, weather, market prices for energy and economic conditions. Measures that promote distributed energy resources, such as distributed generation, demand reduction and energy efficiency, also affect the volume of energy sales and deliveries.

Pursuant to their rate plans, the Utilities have recovered from customers a portion of the tax liability they will pay in the future as a result of temporary differences between the book and tax basis of assets and liabilities. These temporary differences affect the timing of cash flows, but not net income, as the Companies are required to record deferred tax assets and liabilities at the current corporate tax rate for the temporary differences. For the Utilities, credits to their customers of the net benefits of the TCJA, including the reduction of the corporate tax rate to 21 percent, decrease cash flows from operating activities. Pursuant to their rate plans, the Utilities also recover from customers the amount of property taxes they will pay. The payment of property taxes by the Utilities affects the timing of cash flows and increases the amount of short-term borrowings issued by the Utilities when property taxes are due and as property taxes increase, but generally does not impact net income. See Note J to the First Quarter Financial Statements.

In general, the Utilities suspended service disconnections during the COVID-19 pandemic. The Utilities' rate plans include reconciliation of late payment charges and write-offs of customer accounts receivable balances to amounts reflected in rates, with recovery/refund from or to customers via surcharge/sur-credit. Although these regulatory mechanisms are in place, a continued slower recovery in cash of outstanding customer accounts receivable balances has impacted the Companies' liquidity and may continue to impact liquidity. See "Aged Accounts Receivable Balances," above.

Net income is the result of cash and non-cash (or accrual) transactions. Only cash transactions affect the Companies' cash flows from operating activities. Principal non-cash charges or credits include depreciation, deferred income tax expense, amortizations of certain regulatory assets and liabilities and accrued unbilled revenue. Non-cash charges or credits may also be accrued under the revenue decoupling and cost reconciliation mechanisms in the Utilities' New York electric and gas rate plans.

Net cash flows from operating activities for the three months ended March 31, 2024 for Con Edison were \$481 million higher than in the 2023 period. The change in net cash flows for Con Edison primarily reflects:

- lower net deferred charges, noncurrent assets, leases and other regulatory assets balances (\$465 million);
- an increase in accounts payable (\$365 million);
- higher accrued interest (\$31 million); and
- a decrease in prepayments (\$10 million); offset in part by
- a lower increase of accounts receivable balances from customers net of allowance for uncollectible accounts (\$322 million) (see "Aged Accounts Receivable Balances," above);
- a increase in the revenue decoupling mechanism receivable (\$103 million).

Net cash flows from operating activities for the three months ended March 31, 2024 for CECONY were \$477 million higher than in the 2023 period. The changes in net cash flows for CECONY primarily reflects:

- lower net deferred charges, noncurrent assets, leases and other regulatory assets balances (\$457 million); and
- an increase in accounts payable (\$192 million); offset in part by
- a increase in the revenue decoupling mechanism receivable (\$112 million); and
- a decrease in the pension and retiree benefits obligations, net (\$50 million).

Cash Flows From (Used in) Investing Activities

Net cash flows from investing activities for Con Edison were \$3,962 million lower for the three months ended March 31, 2024 compared with the 2023 period. The change for Con Edison primarily reflects:

- the proceeds from the sale of all of the stock of the Clean Energy Businesses, net of cash and cash equivalents sold in the prior year (\$3,927 million);
- an increase in utility construction expenditures (\$187 million); and
- higher cost of removal less salvage (\$13 million); offset in part by
- a decrease in non-utility construction expenditures (\$140 million).

Net cash flows used in investing activities for CECONY were \$189 million higher for the three months ended March 31, 2024 compared with the 2023 period. The change for CECONY primarily reflects:

- an increase in utility construction expenditures (\$175 million); and
- higher cost of removal less salvage (\$14 million).

Pursuant to their rate plans, the Utilities recover the cost of utility construction expenditures from customers, including an approved rate of return (before and after being placed in service and an allowance for funds used during construction (AFUDC) before being placed in service). Increases in the amount of utility construction expenditures may temporarily increase the amount of short-term debt issued by the Utilities prior to the long-term financing of such amounts.

Cash Flows From (Used In) Financing Activities

Net cash flows used in financing activities for Con Edison were \$3,217 million lower for the three months ended March 31, 2024 compared with the 2023 period. Net cash flows from financing activities for CECONY were \$302 million lower for the three months ended March 31, 2024 compared with the 2023 period.

In the three months ended March 31, 2024 and 2023, Con Edison contributed \$25 million and \$1,675 million of equity, respectively, to CECONY.

Con Edison's cash flows from financing activities for the three months ended March 31, 2024 also reflect a net issuance of short-term debt of \$11 million compared with payments of \$2,629 million in the 2023 period.

In March 2023, Con Edison entered into accelerated share repurchase agreements with two dealers to repurchase \$1,000 million in aggregate of Con Edison's Common Shares. Con Edison made payments of \$1,000 million in aggregate to the dealers and received deliveries of 10,543,263 Common Shares in aggregate. The settlement of the accelerated share repurchase agreements occurred in the second quarter of 2023.

CECONY's cash flows from financing activities for the three months ended March 31, 2024 also reflect payments of short-term debt of \$46 million compared to \$1,895 million in the 2023 period.

In February 2023, CECONY issued \$500 million aggregate principal amount of 5.20 percent debentures, due 2033, the net proceeds from the sale of which were used to repay short-term borrowings and for other general corporate purposes.

Cash flows from financing activities of the Companies also reflect commercial paper issuances and repayments. The commercial paper amounts outstanding at March 31, 2024 and 2023 and the average daily balances for the three months ended March 31, 2024 and 2023 for Con Edison and CECONY were as follows:

<i>(Millions of Dollars, except Weighted Average Yield)</i>	<i>Outstanding at March 31,</i>	<i>2024</i>		<i>2023</i>
		<i>Daily average</i>	<i>Outstanding at March 31,</i>	<i>Daily average</i>
Con Edison	\$2,299	\$2,266	\$411	\$1,858
CECONY	\$1,857	\$1,854	\$405	\$1,773
Weighted average yield	5.5 %	5.6 %	5.4 %	4.8 %

Capital Resources

Capital Resources

For each of the Companies, the common equity ratio at March 31, 2024 and December 31, 2023 was:

	<i>Common Equity Ratio</i> (Percent of total capitalization)	
	<i>March 31, 2024</i>	<i>December 31, 2023</i>
Con Edison	49.6	49.1
CECONY	48.5	47.9

Assets, Liabilities and Equity

The Companies' assets, liabilities, and equity at March 31, 2024 and December 31, 2023 are summarized as follows.

	CECONY		O&R		Con Edison Transmission		Other (a)		Con Edison (b)	
	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
(Millions of Dollars)										
ASSETS										
Current assets	\$5,624	\$5,981	\$337	\$302	\$24	\$25	\$181	\$229	\$6,166	\$6,537
Investments	633	608	23	22	383	365	2	4	1,041	999
Net plant	46,851	46,648	2,986	2,943	17	17	—	—	49,854	49,608
Other noncurrent assets	8,796	8,363	401	408	7	7	415	409	9,619	9,187
Total Assets	\$61,904	\$61,600	\$3,747	\$3,675	\$431	\$414	\$598	\$642	\$66,680	\$66,331
LIABILITIES AND SHAREHOLDERS' EQUITY										
Current liabilities	\$5,418	\$5,694	\$395	\$349	\$6	\$5	\$425	\$414	\$6,244	\$6,462
Noncurrent liabilities	16,077	15,950	1,136	1,146	(71)	(76)	(250)	(236)	16,892	16,784
Long-term debt	20,812	20,810	1,118	1,118	—	—	(1)	(1)	21,929	21,927
Equity	19,597	19,146	1,098	1,062	496	485	424	465	21,615	21,158
Total Liabilities and Equity	\$61,904	\$61,600	\$3,747	\$3,675	\$431	\$414	\$598	\$642	\$66,680	\$66,331

(a) Other includes the parent company, Con Edison's tax equity investments, the deferred project held for sale and consolidation adjustments. See Note R to the First Quarter Financial Statements.

(b) Represents the consolidated results of operations of Con Edison and its businesses.

CECONY

Current assets at March 31, 2024 were \$357 million lower than at December 31, 2023. The change in current assets primarily reflects a decrease in cash and temporary cash investments (\$1,034 million) and a decrease in fuel oil, gas in storage, materials and supplies, at average cost (\$22 million), offset in part by an increase in prepayments (\$546 million) and in accounts receivables, net of allowance for uncollectible accounts (\$180 million) (see "Aged Accounts Receivable Balances," above).

Net plant at March 31, 2024 was \$203 million higher than at December 31, 2023. The change in net plant primarily reflects an increase in electric (\$677 million), gas (\$158 million) and steam (\$24 million) plant balances, an increase in construction work in progress (\$43 million), offset in part by an increase in accumulated depreciation (\$600 million) and a decrease in the general (\$98 million) plant balance.

Other noncurrent assets at March 31, 2024 were \$433 million higher than at December 31, 2023. The change in other noncurrent assets primarily reflects an increase in the regulatory asset for legacy meters (\$420 million). See Note B to the First Quarter Financial Statements.

Current liabilities at March 31, 2024 were \$276 million lower than at December 31, 2023. The change in current liabilities primarily reflects a decrease in accounts payable (\$324 million) and a decrease in the fair value of derivative liabilities (\$76 million), offset in part by an increase in accrued interest (\$124 million).

Other noncurrent liabilities at March 31, 2024 were \$127 million higher than at December 31, 2023. The change in other noncurrent assets primarily reflects an increase in the deferred income taxes and unamortized investment tax credits (\$265 million) and an increase in the pensions and retiree benefits (\$39 million). The increase is offset in part by a decrease in the unrecognized pension and other postretirement costs (\$117 million) and a decrease in future income tax (\$65 million). See Note B to the First Quarter Financial Statements.

Equity at March 31, 2024 was \$451 million higher than at December 31, 2023. The change in equity primarily reflects net income for the three months ended March 31, 2024 (\$694 million) and capital contributions from Con Edison (\$25 million) in 2024, offset in part by common stock dividends to Con Edison (\$268 million) in 2024.

O&R

Current assets at March 31, 2024 were \$35 million higher than at December 31, 2023. The change in current assets primarily reflects an increase in accounts receivable, net of allowance for uncollectible accounts (\$21 million) (see "Aged Accounts Receivable Balances," above), an increase in accrued unbilled revenue (\$14 million), and an increase in cash and temporary cash investments (\$13 million), offset in part by a decrease in the revenue decoupling mechanism receivable (\$9 million).

Net plant at March 31, 2024 was \$43 million higher than at December 31, 2023. The change in net plant primarily reflects an increase in electric (\$23 million), gas (\$25 million) and general (\$19 million) plant balances, offset in part by an increase in accumulated depreciation (\$20 million) and a decrease in construction work in progress (\$4 million).

Current liabilities at March 31, 2024 were \$46 million higher than at December 31, 2023. The change in current liabilities primarily reflects an increase in notes payable (\$42 million), an increase in the regulatory liabilities (\$10 million) and an increase in accrued interest (\$4 million), offset in part by a decrease in accounts payable (\$12 million).

Equity at March 31, 2024 was \$36 million higher than at December 31, 2023. The change in equity primarily reflects capital contributions from Con Edison (\$20 million) in 2024, net income for the three months ended March 31, 2024 (\$37 million), offset in part by common stock dividends to Con Edison (\$17 million) in 2024 and a decrease in other comprehensive income (\$6 million).

Con Edison Transmission

Investments at March 31, 2024 were \$18 million higher than at December 31, 2023. The increase in investments reflects investment income from MVP (\$10 million) and New York Transco (\$8 million).

Equity at March 31, 2024 was \$11 million higher than at December 31, 2023. The change in equity primarily reflects an increase in retained earnings (\$10 million).

Environmental Matters

Clean Energy Future

New York State's Climate Leadership and Community Protection Act

In March 2024, O&R filed a petition with FERC to add a formula rate to the NYISO tariff to enable O&R to recover the costs of, and a return on investment for, two types of projects: (1) local transmission upgrades determined by the NYSPSC to be necessary or appropriate to meet the CLCPA goals of New York State and eligible for recovery under the FERC-approved cost sharing recovery agreement that socializes the costs statewide and (2) any regulated transmission projects (or portions thereof) eligible for recovery under the NYISO's public policy transmission planning process. For local transmission upgrades, O&R proposed the return on equity to be the lower of the NYSPSC-determined rates or 11.20 percent. For NYISO projects, O&R proposed a return on equity of 11.20 percent.

Offshore Wind

In February 2024, NYSERDA announced that it selected two offshore wind projects for contract negotiations representing 1,734 MW of energy by 2026. One of the conditional awards, Empire Wind 1, is expected to connect 810 MW of offshore wind electricity to the New York City electrical grid at CECONY's Gowanus substation. In March 2024, FERC approved the interconnection agreement among Empire Offshore Wind, LLC, the NYISO, and CECONY.

Thermal Energy Networks

In April 2024, the NYSDPS approved CECONY's and O&R's December 2023 Stage 1 filings (Project Scope, Feasibility, and Stakeholder Engagement) related to utility-scale thermal energy network pilot projects. The NYSDPS also confirmed CECONY and O&R are authorized to incur costs of \$17.1 million and \$4.6 million, respectively, through the completion of Stage 2 (Pilot Project Engineering Design and Customer Protection Plan).

These projected costs are within the budgets proposed by CECONY and O&R of \$255 million and \$46 million, respectively. The remaining proposed budget amounts are subject to approval by the NYSPSC.

Superfund

Certain federal agencies and the NYSDEC have previously notified potentially responsible parties, including CECONY, of their intent to perform a natural resource damage assessment for the Gowanus Canal Superfund Site. In March 2024, CECONY received a notice that the U.S. Fish and Wildlife Service, the NYSDEC, and the National Oceanic and Atmospheric Administration (collectively, the "Trustees") published a Draft Natural Resource Assessment Plan that is subject to public comments through June 2024. The Trustees are conducting a natural resource damage assessment to determine, among other things, the appropriate amount and type of projects needed to restore, replace, or acquire the equivalent of injured natural resources at the Gowanus Canal Superfund Site. CECONY is unable to estimate its exposure to liability for the Gowanus Canal Superfund Site.

Other Environmental Matters

In April 2024, a CECONY feeder leak in the Bronx resulted in a release of approximately one thousand gallons of dielectric fluid (a non-toxic synthetic compound similar to mineral oil), a portion of which migrated to a nearby sewer system and a sheen was seen in the Bronx River. CECONY stopped the feeder leak and began the cleanup on the same day the discharge occurred. CECONY, with assistance from the NYSDEC, also placed booms in the Bronx River at various locations to address any fluid that potentially made it to the river through the sewer system. CECONY is continuing to address the remaining sheen on the river, and also voluntarily cleaned up a significant amount of debris and trash in the area of the oil sheen. In April 2024, CECONY also discovered the presence of oil in the Hudson River within the permanent containment boom surrounding Pier 98 that likely originated from an internal leak of approximately 4,400 gallons of oil at CECONY's steam generating plant on 59th Street in Manhattan. CECONY immediately installed an additional containment boom and an absorbent boom in the Hudson River and has estimated that 72 gallons of oil was released to the river. The U.S. Coast Guard, the New York City Department of Environmental Protection, and the NYSDEC have been notified and continue to oversee the clean-up operations. The costs associated with these matters are not expected to have a material adverse effect on CECONY's financial condition, results of operations or liquidity. In connection with the incidents, CECONY may incur monetary sanctions from government agencies of more than \$0.3 million for violations of certain provisions regulating the discharge of materials into, and for the protection of, the environment.

For additional information about the Companies' environmental matters, see Note G to the First Quarter Financial Statements.

Con Edison Transmission

Con Edison Transmission owns a 45.7 percent interest in New York Transco that is comprised of: a 45.7 percent interest in New York Transco's Transmission Owner Transmission Solutions (TOTS) projects; a 45.7 percent interest in New York Transco's New York Energy Solution (NYES) project; and a 41.7 percent interest in New York Transco's share of the Propel NY Energy project. Con Edison Transmission also owns a 71.2 percent interest in Honeoye Storage Corporation (Honeoye) and a 7.2 percent interest in Mountain Valley Pipeline, LLC (MVP) that is expected to be reduced to approximately 6.75 percent as described below.

MVP is a joint venture among five partners, including Con Edison Transmission, to construct and operate the Mountain Valley Pipeline, a proposed 300-mile gas transmission project in West Virginia and Virginia. Con Edison Transmission owns a 7.2 percent interest in MVP that is expected to be reduced to approximately 6.75 percent based on Con Edison Transmission's previous capping of its cash contributions to the joint venture. In June 2023, construction activities for the Mountain Valley Pipeline resumed after resolution of certain legal challenges. In April 2024, the operator of the Mountain Valley Pipeline announced that it expects to complete construction on or about May 31, 2024, with long-term firm capacity obligations to begin on the first day of month immediately following the date MVP receives FERC authorization to commence service. The operator also announced it is targeting a total project cost of approximately \$7,850 million (including contingency and excluding allowance for funds used during construction). At March 31, 2024, Con Edison Transmission's carrying value of its investment in MVP was \$153 million and its cash contributions to the joint venture amounted to \$530 million. See "Investments - Investment in Mountain Valley Pipeline, LLC (MVP)" in Note A.

Financial and Commodity Market Risks

The Companies are subject to various risks and uncertainties associated with financial and commodity markets. The most significant market risks include interest rate risk, commodity price risk and investment risk.

Interest Rate Risk

The Companies' interest rate risk primarily relates to new debt financing needed to fund capital requirements, including the construction expenditures of the Utilities and maturing debt securities, and variable-rate debt. Con Edison and its subsidiaries manage interest rate risk through the issuance of mostly fixed-rate debt with varying maturities and through opportunistic refinancing of debt. Con Edison and CECONY estimate that at March 31, 2024, a 10 percent increase in interest rates applicable to its variable rate debt would result in an increase in annual interest expense of \$14 million and \$12 million, respectively. Under CECONY's current electric, gas and steam rate plans, variations in actual variable rate tax-exempt debt interest expense, including costs associated with the refinancing of the variable rate tax-exempt debt, are reconciled to levels reflected in rates.

Higher interest rates have resulted in increased interest expense on commercial paper, variable-rate debt and long-term debt issuances.

Commodity Price Risk

Con Edison's commodity price risk primarily relates to the purchase and sale of electricity, gas and related derivative instruments. The Utilities apply risk management strategies to mitigate their related exposures. See Note N to the First Quarter Financial Statements.

Con Edison estimates that, as of March 31, 2024, a 10 percent decline in market prices would result in a decline in fair value of \$147 million for the derivative instruments used by the Utilities to hedge purchases of electricity and gas, of which \$135 million is for CECONY and \$12 million is for O&R. As of March 31, 2023, Con Edison estimated that a 10 percent decline in market prices would result in a decline in fair value of \$159 million for the derivative instruments used by the Utilities to hedge purchases of electricity and gas, of which \$149 million is for CECONY and \$10 million is for O&R. Con Edison expects that any such change in fair value would be largely offset by directionally opposite changes in the cost of the electricity and gas purchased.

The Utilities do not make any margin or profit on the electricity or gas they sell. In accordance with provisions approved by state regulators, the Utilities generally recover from full-service customers the costs they incur for energy purchased for those customers, including gains and losses on certain derivative instruments used to hedge energy purchased and related costs. However, increases in electric and gas commodity prices may contribute to a slower recovery of cash from outstanding customer accounts receivable balances.

Investment Risk

The Companies' investment risk relates to the investment of plan assets for their pension and other postretirement benefit plans. Con Edison's investment risk also relates to the investments of Con Edison Transmission that are accounted for under the equity method. See "Investments" in Note A to the First Quarter Financial Statements.

The Companies' current investment policy for pension plan assets includes investment targets of 26 to 30 percent equity securities, 42 to 60 percent debt securities and 14 to 30 percent alternatives. At March 31, 2024, the pension plan investments consisted of 27 percent equity securities, 50 percent debt securities and 23 percent alternatives.

For the Utilities' pension and other postretirement benefit plans, regulatory accounting treatment is generally applied in accordance with the accounting rules for regulated operations. In accordance with the Statement of Policy issued by the NYSPSC and its current electric, gas and steam rate plans, CECONY defers for payment to or recovery from customers the difference between the pension and other postretirement benefit expenses and the amounts for such expenses reflected in rates. O&R also defers such difference pursuant to its New York rate plans.

Material Contingencies

For information concerning potential liabilities arising from the Companies' material contingencies, see "Other Regulatory Matters" in Note B and Notes G and H to the First Quarter Financial Statements.

Item 3: Quantitative and Qualitative Disclosures About Market Risk

For information about the Companies' primary market risks associated with activities in derivative financial instruments, other financial instruments and derivative commodity instruments, see "Financial and Commodity Market Risks," in Part I, Item 2 of this report, that is incorporated herein by reference.

Item 4: Controls and Procedures

The Companies maintain disclosure controls and procedures designed to provide reasonable assurance that the information required to be disclosed in the reports that they submit to the Securities and Exchange Commission (SEC) is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. For each of the Companies, its management, with the participation of its principal executive officer and principal financial officer, has evaluated its disclosure controls and procedures as of the end of the period covered by this report and, based on such evaluation, has concluded that the controls and procedures are effective to provide such reasonable assurance. Reasonable assurance is not absolute assurance, however, and there can be no assurance that any design of controls or procedures would be effective under all potential future conditions, regardless of how remote.

There was no change in the Companies' internal control over financial reporting that occurred during the Companies' most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Companies' internal control over financial reporting.

Part II Other Information

Item 1: Legal Proceedings

For information about certain legal proceedings affecting the Companies, see "Other Regulatory Matters" in Note B and Notes G and H to the financial statements in Part I, Item 1 of this report and "Environmental Matters - Superfund" and "Environmental Matters - Other Environmental Matters" in Part I, Item 2 of this report, that is incorporated herein by reference.

Item 1A: Risk Factors

There were no material changes in the Companies' risk factors compared to those disclosed in Item 1A of the Form 10-K.

Item 5: Other Information

During the three months ended March 31, 2024, no director or officer (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted, terminated or modified any Rule 10b5-1 or non-Rule 10b5-1 trading arrangement (as defined in Item 408(a) of Regulation S-K).

Item 6: Exhibits

Con Edison

Exhibit 10.1.1	Extension Agreement to Credit Agreement, dated as of March 27, 2024, among Con Edison, CECONY, O&R, the lenders party thereto and Bank of America, N.A., as Administrative Agent (Designated in Con Edison's Current Report on Form 8-K, dated March 25, 2024 (File No. 1-14514) as Exhibit 10.2)
Exhibit 10.1.2	Amendment to Credit Agreement, dated as of March 27, 2024, among Con Edison, CECONY, O&R, the lenders party thereto and Bank of America, N.A., as Administrative Agent (Designated in Con Edison's Current Report on Form 8-K, dated March 25, 2024 (File No. 1-14514) as Exhibit 10.3)
Exhibit 10.1.3	Letter Agreement, dated February 20, 2020, between Con Edison and Mark Noyes
Exhibit 10.1.4	Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives
Exhibit 10.1.5	Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives Participation Agreement, dated July 11, 2022, by and among Con Edison Clean Energy Business, Inc., Con Edison and Mark Noyes
Exhibit 10.1.6	Letter Agreement, dated July 6, 2022, by and among Consolidated Edison Clean Energy Business, Inc., Con Edison and Mark Noyes
Exhibit 10.1.7	Description of Directors' Compensation, effective as of April 1, 2024
Exhibit 31.1.1	Rule 13a-14(a)/15d-14(a) Certifications – Chief Executive Officer.
Exhibit 31.1.2	Rule 13a-14(a)/15d-14(a) Certifications – Chief Financial Officer.
Exhibit 32.1.1	Section 1350 Certifications – Chief Executive Officer.
Exhibit 32.1.2	Section 1350 Certifications – Chief Financial Officer.
Exhibit 101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
Exhibit 101.SCH	XBRL Taxonomy Extension Schema.
Exhibit 101.CAL	XBRL Taxonomy Extension Calculation Linkbase.
Exhibit 101.DEF	XBRL Taxonomy Extension Definition Linkbase.
Exhibit 101.LAB	XBRL Taxonomy Extension Label Linkbase.
Exhibit 101.PRE	XBRL Taxonomy Extension Presentation Linkbase.
Exhibit 104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

CECONY

Exhibit 10.2.1

[364-Day Revolving Credit Agreement, dated as of March 25, 2024, among CECONY, the lenders party thereto and Bank of America, N.A., as Administrative Agent](#) (Designated in Con Edison's Current Report on Form 8-K, dated March 25, 2024 (File No. 1-14514) as Exhibit 10.1)

Exhibit 31.2.1

[Rule 13a-14\(a\)/15d-14\(a\) Certifications – Chief Executive Officer.](#)

Exhibit 31.2.2

[Rule 13a-14\(a\)/15d-14\(a\) Certifications – Chief Financial Officer.](#)

Exhibit 32.2.1

[Section 1350 Certifications – Chief Executive Officer.](#)

Exhibit 32.2.2

[Section 1350 Certifications – Chief Financial Officer.](#)

Exhibit 101.INS

XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

Exhibit 101.SCH

XBRL Taxonomy Extension Schema.

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XBRL Taxonomy Extension Calculation Linkbase.

Exhibit 101.DEF

XBRL Taxonomy Extension Definition Linkbase.

Exhibit 101.LAB

XBRL Taxonomy Extension Label Linkbase.

Exhibit 101.PRE

XBRL Taxonomy Extension Presentation Linkbase.

Exhibit 104

Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K, instruments defining the rights of holders of long-term debt of Con Edison's subsidiaries other than CECONY, the total amount of which does not exceed ten percent of the total assets of Con Edison and its subsidiaries on a consolidated basis, are not filed as exhibits to Con Edison's Form 10-K or Form 10-Q. Con Edison agrees to furnish to the SEC upon request a copy of any such instrument.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, each Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Consolidated Edison, Inc.
Consolidated Edison Company of New York, Inc.

Date: May 2, 2024

By _____ /s/ Robert Hoglund
Robert Hoglund
Senior Vice President, Chief
Financial Officer and Duly
Authorized Officer



Consolidated Edison Inc.

4 Irving Place
New York NY 10003-0987
www.conEdison.com

February 20, 2020

Mr. Mark Noyes
President and Chief Executive Officer
Con Edison Clean Energy Businesses, Inc.,

Re : Consolidated Edison, Inc. Supplemental Defined Contribution Pension Plan ("SDCPP")

Dear Mr. Noyes:

This letter agreement memorializes the agreement of Consolidated Edison, Inc (the "Company") to provide you with certain additional benefits under the SDCPP. Pursuant to Section 3.02(d) of the SDCPP, and on an annual basis while you remain employed, the Company will credit \$50,000 to a Special Crediting Account established on your behalf under the SDCPP.

This amount will be credited to your Special Crediting Account no later than the last business day of March each year beginning in March 2020, provided that you are employed with Con Edison Clean Energy Businesses, Inc. on the date such amount is credited.

The amount credited to the Special Crediting Account will be subject to earnings and losses based on the investment elections you make with respect to such amounts. All other terms and conditions of the SDCPP will continue to apply to the Special Crediting Account.

Please sign and date below to indicate your acknowledgement and acceptance of the terms of this letter.

/s/ Mark Noyes
Mark Noyes
Chief Executive Officer

/s/ John McAvoy

3/1/20
Date

2/23/20

Date

**CON EDISON CLEAN ENERGY BUSINESSES, INC.
RETENTION BONUS PLAN FOR KEY EXECUTIVES**

INTRODUCTION

The purpose of this Plan is to enable the Company to offer retention bonuses to a selected group of key employees of the Company and/or its Subsidiaries upon the occurrence of a Transaction under the terms and conditions set forth below. Capitalized terms and phrases used herein shall have the meanings ascribed thereto in Article I.

ARTICLE I.

DEFINITIONS

1.1 **“Administrator”** shall mean, prior to the occurrence of the Transaction, the Vice President of Human Resources of Consolidated Edison Company of New York, Inc., the principal subsidiary of CEI, and effective as of and following the Transaction, the senior-most employee in the Company’s Human Resources department (or its equivalent), or such other person or group of persons appointed following the Transaction by the Board from time to time to administer this Plan.

1.2 **“Affiliate”** shall mean each of the following: (i) any Subsidiary; (ii) any parent entity (including, without limitation, and to the extent applicable, CEI); and (iii) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled 50% or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company, any Subsidiary or such parent entity.

1.3 **“Board”** shall mean, prior to the occurrence of the Transaction, the board of directors of CEI or a duly authorized committee thereof, and effective as of and following the Transaction, the board of directors of the Company from time to time or a duly authorized committee thereof.

1.4 **“Cause”** shall mean a Participant’s: (i) commission of, conviction of, or the entering of a plea of *olo contendere* to, a felony, or a misdemeanor involving moral turpitude, if such felony or misdemeanor is work-related, materially impairs the Participant’s ability to reasonably perform services for the Employer, or results or could reasonably be expected to result in harm to the property, reputation or business of the Employer or its Affiliates; (ii) willful and continued material failure to substantially perform his or her duties in the course of employment with the Employer (other than any such failure resulting from the Participant’s physical or mental incapacity) after a written demand for substantial performance is delivered to the Participant by the Board or the Chief Executive Officer (or the senior-most officer, if there is no Chief Executive officer) of the Employer, provided, however, that if the Participant is the Chief Executive Officer (or, if there is no Chief Executive Officer, the senior-most officer), such demand shall be delivered by the Board; (iii) conduct that results or could reasonably be expected to result in material harm to the property, reputation or business of the Employer or its Affiliates, including a violation or material failure to comply with the Employer’s or its Affiliate’s written policies or standards of conduct (to the extent applicable to the Participant), including those relating to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct; (iv) breach of any fiduciary duty owed to the Employer or any of its Affiliates; (v) violation

of applicable federal, state or local law or regulation governing the business of the Employer or its Affiliates; (vi) material breach of any written agreement between the Participant and the Employer or any of its Affiliates; and (vii) resigning employment in lieu of being discharged for any action or omission that could reasonably be expected to give rise to a Cause termination. Review of any determination that a termination is for Cause shall be by the Administrator, prior to a Transaction or the Board after a Transaction, in either case, subject to the Administrator's or Board's, as applicable, reasonable judgment and discretion. Cause shall not exist merely because of a failure of the Employer to meet budgeted results.

- 1.5 **“CEI”** shall mean Consolidated Edison, Inc.
- 1.6 **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- 1.7 **“Code Section 409A”** shall mean Section 409A of the Code and the regulations and guidance promulgated thereunder.
- 1.8 **“Company”** shall mean Con Edison Clean Energy Businesses, Inc. and any successors as provided in Article VII hereof.

1.9 **“Disability”** shall mean (i) the inability of a Participant to engage in any substantial gainful activity by reason of medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than a period of twelve calendar months or (ii) the receipt of income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Employer by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

- 1.10 **“Effective Date”** shall mean July 5, 2022.
- 1.11 **“Employer”** shall mean, with respect to a particular Participant, the Company or any of its Affiliates that employs the Participant as of the applicable time of reference, and any successor thereof in accordance with Article VII.
- 1.12 **“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended from time to time.
- 1.13 **“Good Reason”** shall mean any of the following events that occur without Participant's consent: (i) (A) a material decrease in Participant's annualized base rate of salary or short-term incentive compensation opportunities, (B) the failure by the Company to provide compensation that is substantially equivalent in value to the Participant's long-term incentive compensation opportunities, or (C) the failure by the Company to provide employee benefits (including retirement, health and welfare benefits, but excluding defined benefit pension, short-term incentive compensation opportunities, long-term incentive compensation opportunities and equity or equity-based benefits) that are substantially equivalent in value to the employee benefits (including retirement, health and welfare benefits, but excluding defined benefit pension, short-term incentive compensation opportunities, long-term incentive compensation opportunities and equity or equity-based benefits) provided to the Participant immediately

prior to the Transaction; (ii) any failure by the Company to comply with any of the material provisions of the Plan, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith; (iii) the Company requiring the Participant to be based at any office more than 50 miles from the office at which the Participant is employed prior to the date hereof; (iv) failure by the Company to comply with and satisfy Article VII hereof or (v) the assignment to the Participant of any duties adverse to and materially inconsistent with the Participant's position (including offices, titles and reporting requirements), authority, duties or responsibilities of the Participant as in effect immediately prior to the Transaction, or any other action by the Company which results in a material diminution in such position, authority, duties or responsibilities, excluding, for this purpose, an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Employer promptly after receipt of notice thereof given by the Participant.

For purposes of this "Good Reason" definition, the Participant must give notice to the Company of the existence of any event described in clauses (i) through (v) above, within 90 days of the initial existence of the event, and upon such notice the Company shall have a period of 30 days to remedy the condition and not be required to make a payment under the Plan. If the Company fails to remedy the condition within 30 days, the Participant's employment shall terminate immediately on the expiration of the 30-day period.

1.14 **"Participant"** shall mean each key employee of the Company, CEI, or of a direct or indirect Subsidiary of the Company, who is listed on Exhibit A hereto (as such exhibit may be amended from time to time by the Administrator prior to a Transaction or the Board on or following a Transaction to add, but not remove, any such key employee) and who has timely and properly executed and delivered a Participation Agreement to the Company.

1.15 **"Participation Agreement"** means the individual agreement provided to a Participant under the Plan (substantially in the form attached as Exhibit B hereto), which has been signed and accepted by the Participant.

1.16 **"Plan"** shall mean the Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives.

1.17 **"Retention Bonus"** shall mean a bonus in the amount set forth in each Participant's Participation Agreement.

1.18 **"Securities Act"** means the Securities Act of 1933, as amended from time to time.

1.19 **"Spinoff"** means (i) an initial public offering of common stock of the Company pursuant to an effective registration statement filed under the Securities Act (excluding registration statements filed on Form S-8, any similar successor form or another form used for a purpose similar to the intended use for such forms), (ii) a merger with a special purpose acquisition company following which the Company (or a direct or indirect parent entity that is not CEI) has a class of common equity securities registered under Section 12 of the Exchange Act, or (iii) any other transaction or series of transactions (including without limitation, issuance of a dividend or other distribution or a "direct listing") resulting in the common stock of the Company or a parent entity of the Company that is not CEI becoming listed on a national securities exchange or system sponsored by a national securities association.

1.20 **“Subsidiary”** shall mean, with respect to any entity, any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled 50% or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by such entity.

1.21 **“Transaction”** shall mean and shall be deemed to have occurred as of the date of the first to occur of the following events:

(a) the consummation of a Spinoff following which CEI ceases to hold at least 50% of the total fair market value of the stock of the Company;

(b) the consummation of a sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company, to any Person or Group (“**Asset Sale**”); or

(c) the consummation of any transaction or series of related transactions (including, without limitation, issuance of a dividend or other distribution that does not trigger a Spinoff as defined above because it does not result in a publicly traded company) following which CEI ceases to be the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of at least 50% of the total fair market value or total voting power of the stock of the Company.

For these purposes, the term “Person” shall mean an individual, corporation, association, joint stock company, business trust or other similar organization, partnership, limited liability company, joint venture, trust, unincorporated organization or government or agency, instrumentality or political subdivision thereof (but shall not include CEI, any underwriter temporarily holding securities pursuant to an offering of such securities, any trustee or other fiduciary holding securities under an employee benefit plan of CEI, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of voting stock of the Company). The term “Group” shall have the meaning set forth in Rule 13d-5 of Exchange Act. Notwithstanding anything herein to the contrary, no “Transaction” shall be deemed to occur under this Plan as a result of the transfer of assets or shares of stock of the Company to (i) any entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by CEI or (ii) any Person that is the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of at least 50% of the total fair market value or total voting power of the stock of CEI.

ARTICLE II.

TERM

This Plan shall expire on the fourth anniversary of the Effective Date unless, prior to such fourth anniversary, a Transaction occurs, in which case, the term of this Plan shall automatically be extended until the later of (i) the second anniversary of the Transaction, and (ii) the fourth anniversary of the Effective Date; provided that only the first occurrence of a Transaction shall be recognized for purposes of this Plan. Notwithstanding the foregoing, the Board may extend the term of this Plan at any time, in its sole discretion, provided that no such extension shall be effective to extend the duration of a

Participant's obligations under Article VIII after termination of employment without the Participant's written consent.

ARTICLE III.

BENEFITS

3.1 Retention Bonus.

(a) Subject to the provisions of this Section and Sections 3.2, 3.3 and 3.4, and the terms and conditions of this Plan and the Participation Agreement, upon (or as soon as practicable following) the occurrence of a Transaction and subject to the consummation thereof, each Participant who has been continuously employed by the Employer through the occurrence of such Transaction shall be eligible to receive a Retention Bonus. The Retention Bonus shall be paid in cash.

(b) The Retention Bonus will be payable to a Participant as follows, subject, in each case, to such Participant's continuous employment with the Employer from the date of the occurrence of a Transaction through and including the date on which each such payment is made, and subject to the provisions of this Section and Sections 3.2, 3.3 and 3.4:

(i) One-half (1/2) of the Retention Bonus will be payable to a Participant on the date of the occurrence of a Transaction (the "**Initial Payment**"), provided that, if prior to the occurrence of a Transaction, a Participant becomes eligible to receive a Non-Transaction Bonus (as defined below) the amount of the Initial Payment payable to a Participant shall be reduced to zero dollars (\$0); and

(ii) One-half (1/2) of the Retention Bonus will be payable to a Participant within 60 days following the date that is twelve (12) months following the occurrence of a Transaction (the "**Subsequent Payment**").

(c) Notwithstanding the foregoing, but subject to Sections 3.2, 3.3 and 3.4, if the employment of a Participant is terminated by the Employer without Cause or by the Participant for Good Reason, in either case during the period commencing on the date of the consummation of a Transaction and ending on the date that is sixty (60) days following the twelve (12) month anniversary of the consummation of such Transaction, the Participant shall receive an amount equal to the Initial Payment and/or the Subsequent Payment, as applicable, that remains unpaid as of the date of the Participant's termination of employment, calculated as set forth in paragraph (b) above, payable within 60 days following such termination of employment.

(d) Notwithstanding anything in the Plan to the contrary, a Participant shall not be entitled to any payment of the Initial Payment or the Subsequent Payment if prior to such payment becoming payable (i) the Participant's employment is terminated (x) by the Employer for Cause; (y) by the Participant without Good Reason; or (z) on account of the Participant's retirement, death or Disability; or (ii) in an Asset Sale, the Participant is offered by the acquirer, and does not accept, an offer of Comparable Employment on or prior to the consummation of the Transaction. For purposes hereof, "**Comparable Employment**" means terms and conditions of employment that include (i) the same or comparable position as in effect immediately prior to the Asset Sale, (ii) a work location not

more than fifty (50) miles away from the Participant's office as of the date hereof, and (iii) (A) base salary and short-term incentive compensation opportunities that are, in each case, no less favorable than those in effect immediately prior to the Asset Sale, (B) compensation that is substantially equivalent in value to the long-term incentive compensation opportunities in effect immediately prior to the Asset Sale, and (C) employee benefits (including retirement, health and welfare benefits, but excluding defined benefit pension, short-term incentive compensation opportunities, long-term incentive compensation opportunities and equity or equity-based benefits) that are substantially equivalent in value to the employee benefits (including retirement, health and welfare benefits, but excluding defined benefit pension, short-term incentive compensation opportunities, long-term incentive compensation opportunities and equity or equity-based benefits) provided to the Participant immediately prior to the Asset Sale.

(e) If (x) a Participant's employment is terminated by the Employer for Cause, or (y) within 180 days following the termination of the Participant's employment with the Employer for any reason, the Company discovers facts that would have given the Employer the right to terminate the Participant's employment for Cause, or (z) a Participant breaches any provision of Article VIII hereof, then in each case, such Participant shall be required to reimburse the Employer for the gross amount of the Initial Payment, the Subsequent Payment, and the Non-Transaction Bonus, in each case, to the extent paid.

(f) From the Effective Date, through to immediately prior to the earlier of (i) the consummation of a Transaction, or (ii) the expiration of this Plan in accordance with Article II hereof, CEI and the Company shall be jointly responsible for the Company's obligations to each Participant under this Plan. Effective as of the consummation of a Transaction, the Company shall be solely liable for the payments to each Participant (if any) pursuant to this Plan.

(g) Notwithstanding anything herein to the contrary, in the event that (i) no Transaction has occurred between the Effective Date and December 31, 2023, and (ii) the Participant remains continuously employed with the Employer from the Effective Date through December 31, 2023, then the Participant shall be entitled to receive a payment equal to one-half (1/2) of the Retention Bonus (the "**Non-Transaction Bonus**"), which payment shall be made to the Participant, less all applicable withholdings, not later than January 31, 2024.

3.1 **Set-off.** The amounts payable hereunder shall be subject to setoff, counterclaim, recoupment, defense or other right which the Employer may have against the Participant or others, in each case, to the extent permitted under Code Section 409A.

3.2 **Release Required.** Each of the Initial Payment and Subsequent Payment under this Plan shall only be payable if the Participant timely delivers to the Company and does not revoke a general release of all claims in substantially the form attached hereto as Exhibit C, with such changes made by the Company in good faith, including changes required by applicable law or regulation.

3.3 **Cooperation.** By accepting payments under this Plan, subject to the Participant's other commitments, during the Participant's employment with the Employer and for the twenty-four (24)-month period following the termination of Participant's employment for any reason, the Participant shall be reasonably available to cooperate with the Company (or the Employer) and provide information as to

matters which the Participant was personally involved, or has information on, during the Participant's employment with the Employer and which are or become the subject of litigation or other dispute. The Company or Employer, as applicable, shall reimburse the Participant for all reasonable out of pocket expenses incurred by the Participant in connection with this Section 3.4 following the Participant's separation from the Employer.

3.4 Benefits Following Transaction. On and following the Transaction, the Company shall use commercially reasonable efforts to give or cause to be given to each Participant who continues in employment with Employer following the Transaction, for so long as such Participant remains employed by the Employer, full credit for purposes of determining vacation, paid time off, and severance entitlements, and for purposes of eligibility to participate in, and vesting under, each employee benefit plan or program established or maintained by the Company or any of its Affiliates under which the Participants are eligible to participate after the Transaction for service accrued prior to the Transaction with the Employer to the same extent that such credit was recognized by the Company and/or its Affiliates under comparable employee benefit plans or programs immediately prior to the Transaction; provided, however, that no such credit shall be provided (i) to the extent that such credit would result in any duplication of benefits for the same period of service, (ii) for purposes of benefit accrual under any defined benefit pension plan, and (iii) with respect to any newly established employee benefit plan or program for which prior service is not taken into account for any employees of the Company or its Affiliates.

3.5 Company Incentive Plans.

(a) **CEB AIP.** With respect to each Participant who is a participant in the Con Edison Clean Energy Businesses Annual Incentive Plan ("CEB AIP"), for the calendar year in which the Transaction occurs, CEI shall pay, or shall cause to be paid, to such Participant not later than thirty (30) days following the Transaction, a prorated payout of his or her annual incentive under the CEB AIP, based on the number of full months in such calendar year prior to the closing of the Transaction, and such pro-rated payout shall be based on the greater of (i) actual performance through the Transaction, or (ii) 100% of the target level of performance, in each case, provided that the determination of the achievement of the applicable performance goals shall be made without taking into account the impact of the Transaction on the achievement of such goals.

(b) **CEB LTIP.** With respect to each Participant who is a participant in the Con Edison Clean Energy Businesses Long Term Incentive Plan ("CEB LTIP"), with respect to each applicable Performance Period (as defined in the CEB LTIP) in which the Transaction occurs, CEI shall pay, or shall cause to be paid, to such Participant, a pro-rated portion of the Award (as defined in the CEB LTIP) based on the number of full months in the Performance Period that have elapsed prior to the Transaction and based on the greater of (i) actual performance through the Transaction, or (ii) 100% of the target level of performance, in each case, provided that, the determination of the achievement of the applicable Company Annual AIP Percentage (as defined in the CEB LTIP) for each such Performance Period shall be made without taking into account the impact of the Transaction on the achievement of such Company Annual AIP Percentage. Payments under this Section 3.6(b) shall be made at the time that payment of Awards would otherwise be payable under the terms of the CEB LTIP, subject to the terms and conditions of the CEB LTIP.

(c) **No Expansion of Rights.** For the avoidance of doubt, the provisions of this Plan relating to the CEB AIP and the CEB LTIP shall apply to a Participant solely to the extent that the Participant participated in such plan(s) immediately prior to the Transaction, and nothing herein is intended to result in duplication of benefits or expansion of rights.

ARTICLE IV.

FUNDING

This Plan shall be funded out of the general assets of the Company as and when benefits are payable under this Plan. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between CEI, the Company or any of their respective Affiliates on the one hand, and any Participant, beneficiary or legal representative or any other person on the other hand. All Participants shall be solely general creditors of the Company. If the Company decides in its sole discretion to establish any advance accrued reserve on its books against the future expense of benefits payable hereunder, or if the Company decides in its sole discretion to fund a trust under this Plan, such reserve or trust shall not under any circumstances be deemed to be an asset of this Plan. This Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ARTICLE V.

PLAN ADMINISTRATION

5.1 **Plan Operation.** The general operation of this Plan on behalf of the Company shall be placed with the Administrator.

5.2 **Reimbursement of Expenses of Plan Administrator.** The Company shall pay or reimburse the Administrator for all reasonable expenses incurred in connection with their duties hereunder.

5.3 **Action by the Administrator.** Subject to the terms of this Plan and provided that the Administrator acts in good faith (other than with respect to those actions and determinations that the Administrator has the sole discretion to take or make (as applicable) under the terms of this Plan), the Administrator shall have the authority to determine a Participant's participation and benefits under this Plan and to interpret and construe the provisions of this Plan.

5.4 **Delegation of Authority.** The Administrator, in its sole discretion, may delegate all or any portion of its or their powers and responsibilities under this Plan to any employee of the Employer by formal resolution filed with and accepted by the Board. Any such delegation shall not be effective until it is accepted by the Board and the persons designated and may be rescinded at any time by written notice from the Administrator to the person to whom the delegation is made.

5.5 **Retention of Professional Assistance.** The Administrator may employ such legal counsel, accountants and other persons as may be required in carrying out the Administrator's work in connection with this Plan.

5.6 **Accounts and Records.** The Administrator shall maintain such accounts and records regarding the fiscal and other transactions of this Plan and such other data as may be required to carry out the Administrator's functions under this Plan and to comply with all applicable laws.

5.7 **Indemnification.** The Administrator, and if applicable, its members and any person designated pursuant to Section 5.4 above shall not be liable for any action or determination made in good faith with respect to this Plan. The Company shall, to the extent permitted by law, by the purchase of insurance or otherwise, indemnify and hold harmless the Administrator (or, if applicable, each member of the Administrator) and each director, officer and employee of the Company, CEI, or any of their respective Affiliates for liabilities or expenses they and each of them incur in carrying out their respective duties under this Plan, other than for any liabilities or expenses arising out of such individual's willful misconduct or fraud.

ARTICLE VI.

AMENDMENT AND TERMINATION

The Board reserves the right to amend or terminate, in whole or in part, any or all of the provisions of this Plan at any time, provided that in no event shall any amendment or termination adversely impact the rights of any individual who has been designated as a Participant prior to such amendment or termination.

ARTICLE VII.

SUCCESSORS

For purposes of this Plan, the Company shall include any and all successors and assignees, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Company and such successors and assignees shall perform the Company's obligations under this Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. In such event, the term "Company", as used in this Plan, shall mean the Company, as hereinbefore defined and any successor or assignee to the business or assets which by reason hereof becomes bound by the terms and provisions of this Plan.

ARTICLE VIII.

CONFIDENTIALITY; NON-COMPETITION; NON-SOLICITATION; NON-DISPARAGEMENT

8.1 **Confidential Information.**

(a) Each Participant shall hold in a fiduciary capacity for the benefit of the Company all confidential information, knowledge or data (defined below) relating to the Company, CEI or any of their respective Affiliates, and their respective businesses, which shall have been obtained by the Participant during the Participant's employment by the Employer and which shall not be or become public knowledge. Upon termination of the Participant's employment, he or she shall return to the Company all information of the Company, CEI, and their respective Affiliates, provided that, if such

termination occurs following the Transaction, the Participant shall return information of CEI and/or its Affiliates to CEI. After termination of the Participant's employment with the Employer, the Participant shall not communicate or divulge any confidential information, knowledge or data of the Company, CEI, or their respective Affiliates, without the prior written consent of the Company, CEI, or their respective Affiliates, as applicable, or as may otherwise be required by law or legal process, to anyone other than the Employer and those designated by it, except (a) otherwise publicly available information, or (b) as may be necessary to enforce the Participant's rights under this Plan or necessary to defend the Participant against a claim asserted directly or indirectly by the Company, CEI or their respective Affiliates. Furthermore, in the event that a Participant is subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to the Participant's employment by the Employer, to the maximum extent permitted by applicable law, the Participant shall give prompt notice of such request to a designated representative of the Company and shall make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure, unless the Participant is otherwise ordered by a court or governmental authority.

(b) As used herein, the term "confidential information, knowledge or data" means all trade secrets, proprietary and confidential business information belonging to, used by, or in the possession of the Company, CEI or any of their respective Affiliates, including but not limited to information, knowledge or data related to business strategies, plans and financial information, mergers, acquisitions or consolidations, purchase or sale of property, leasing, pricing, sales programs or tactics, actual or past sellers, purchasers, lessees, lessors or customers, those with whom the Company, CEI or their respective Affiliates has begun negotiations for new business, costs, employee compensation, marketing and development plans, inventions and technology, whether such confidential information, knowledge or data is oral, written or electronically recorded or stored, except information in the public domain, information known by a Participant prior to employment with the Employer, and information received by the Participant from sources other than the Company, CEI or their respective Affiliates, without obligation of confidentiality.

(c) Nothing in this Plan, however, shall prohibit a Participant from using or disclosing "confidential information, knowledge or data" to the extent required by law. If a Participant is required by applicable law or permitted by applicable whistleblower and related laws, to disclose any "confidential information, knowledge or data", the Participant shall, to the extent allowed by applicable law, (i) provide the Company with prompt notice before such disclosure so that the Company may attempt to obtain a protective order or other assurance that confidential treatment will be accorded such information and (ii) cooperate with the Company in attempting to obtain such order or assurance.

8.2 **Non-Competition.** During a Participant's employment with the Employer and any of its successors, and for a period of 12 months after the Transaction, without the Company's prior written consent, the Participant shall not, directly or indirectly, on Participant's behalf or for or on behalf of any other person, firm, corporation, or entity, conduct, manage, operate, engage in, provide services to, participate in, control or have an ownership interest in or seek employment, be employed by, work for, or in any way affiliated with any business, firm, sole proprietorship, corporation, partnership, limited liability company, joint venture or other entity, enterprise or association that is engaged, in any geographic location where the Company, Con Edison Transmission, Inc., or any of their respective

Subsidiaries and successors thereto operate, in any business which competes, directly or indirectly, with any business of the Company, Con Edison Transmission, Inc., or any of their respective Subsidiaries and successors thereto with respect to the business of developing, building, owning or operating solar, wind or battery storage projects (including utility scale or behind the meter), or electric or gas transmission projects or providing energy management services; provided, however, that the foregoing shall not prohibit a Participant from owning stock as a passive investor (and not as a director, employee, consultant, agent or independent contractor) in any publicly owned corporation so long as the Participant's ownership in such corporation, directly or indirectly, is less than two percent (2%) of the voting stock of such corporation.

8.3 Non-Solicitation.

(a) During a Participant's employment with the Employer and any of its successors, and for a period of 12 months after the Transaction, the Participant shall not, without the Company's prior written consent, solicit for employment, whether directly or indirectly, any person who (i) at the time is employed by the Company or any Affiliate, or (ii) was employed by the Company or any Affiliate within six months prior to such solicitation.

(b) During a Participant's employment with the Employer and any of its successors, and for a period of 12 months after the Transaction, without the Company's prior written consent, the Participant shall not, either directly or indirectly, solicit the business of individuals or other entities that are customers, clients, or vendors of the Company, any of its Affiliates or successors thereto, or their respective prospective customers, clients or vendors, in each case, in a manner that results in, or is reasonably likely to result in, material harm to the Company or any of its Affiliates.

8.4 Non-Disparagement. During a Participant's employment with the Employer and thereafter (including following termination of the Participant's employment for any reason), the Participant shall not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage or be damaging to CEI, the Company, any of their respective Affiliates and any successors thereto, or their respective officers, directors, employees, advisors, businesses or reputations. The Company and CEI shall instruct their respective officers and directors to not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage or be damaging to the Participant or the Participant's reputation. Notwithstanding the foregoing, nothing in the Plan shall preclude a Participant, or any officer or director of the Company or CEI from making truthful statements or disclosures that are required by applicable law, regulation or legal process.

8.5 Enforcement. By signing the Participation Agreement, each Participant has agreed that the Company, CEI, and their respective Affiliates and successors would be irreparably harmed in the event of a violation or breach of Article VIII hereof. Accordingly, the Company, CEI, and their respective Affiliates and successors shall be entitled to injunctive relief to prevent violations and breaches of Article VIII hereof and to enforce specifically Article VIII hereof, in addition to any other remedy to which they may be entitled, at law or in equity or pursuant to this Plan. Nothing in Section 9.2 of this Plan or any other provision of this Plan shall in any way abrogate the rights of the Company, CEI and any of their respective Affiliates to enforce by injunction or otherwise in any court of competent

jurisdiction or before an arbitrator the due and proper performance and observation of the several agreements and covenants contained in this Article VIII. This Article VIII shall survive the termination of this Plan in accordance with its terms.

ARTICLE IX.

MISCELLANEOUS

9.1 **Rights of Participants; No Right to Employment.** Nothing herein contained shall be held or construed to create any liability or obligation upon the Employer to retain any Participant in its service, give any Participant or any other employee any right with respect to continuance of employment, limit in any way the right of the Company or any of its Affiliates to terminate any Participant's employment at any time, or affect a Participant's status as an "at-will" employee of the Employer. All Participants shall remain subject to discharge or discipline to the same extent as if this Plan had not been put into effect.

9.2 **Governing Law; Jurisdiction.** This Plan shall be governed by the laws of the State of New York (without reference to rules relating to conflicts of law). Subject to Sections 8.5 and 9.8 hereof, all claims with respect to the Plan, including without limitation eligibility, participation, contributions, benefits or other aspects of the operation of the Plan, shall be settled by arbitration in New York City, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association. To the maximum extent permitted by applicable law, any award entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrator shall have no authority to modify any provision of this Plan or to award a remedy for a dispute involving this Plan other than a benefit specifically provided under or by virtue of the Plan. Each party shall be responsible for its own expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) and shall share the fees of the American Arbitration Association.

9.3 **Withholding.** The Employer shall have the right to make such provisions as it deems necessary or appropriate to satisfy any obligations it may have to withhold federal, state or local income or other taxes incurred by reason of payments pursuant to this Plan.

9.4 **Section 409A.** It is intended that the provisions of the Plan shall comply with or be exempt from Code Section 409A, and all provisions of the Plan (or of any award of compensation, including equity compensation or benefits) shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding the foregoing, none of the Company, CEI, or any of their Affiliates shall have any liability with regard to any failure to comply with Code Section 409A and Participants shall be solely responsible for the tax consequences with respect to all amounts payable under this Plan. A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits, which are subject to Code Section 409A, upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A (and the guidance issued thereunder) and, for purposes of any such provision of the Plan, references to a "resignation," "termination," "termination of employment," "retirement" or like terms shall mean

separation from service. For purposes of Code Section 409A, the Participant's right to receive any installment payments pursuant to the Plan shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under the Plan specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. For purposes of Code Section 409A, any expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year, the reimbursement of an eligible expense shall be made no later than the end of the calendar year after the calendar year in which such expense was incurred and the right to reimbursement shall not be subject to liquidation or exchange for any other benefit. Notwithstanding anything herein to the contrary, if a Participant is a "Specified Employee" for purposes of Code Section 409A, determined under the Employer's established methodology for determining specified employees, on the date on which such Participant incurs a separation from service, to the extent that any payment hereunder is deemed to be a "deferral of compensation" within the meaning of Code Section 409A, such payment shall not be paid or commence to be paid on any date prior to the fifteenth business day after the date that is six months following the Participant's separation from service, provided, however, that a payment delayed pursuant to this clause shall commence earlier in the event of a Participant's death prior to the end of the six-month period. With respect to any payment that constitutes a "deferral of compensation" within the meaning of Code Section 409A, in no event shall the timing of a Participant's execution of a release of claims, directly or indirectly, result in the Participant designating the calendar year of payment, and if a payment that is subject to execution of a release of claims could be made in more than one taxable year, such payment shall be made in the later taxable year.

9.5 **Section 280G.** Anything in this Plan to the contrary notwithstanding, in the event that it shall be determined that any payment or distribution by the Company to or for the benefit of a Participant, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise (the "**Payment**"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, and that such Participant would receive a greater net after-tax amount if the Payment to the Participant were reduced to avoid the taxation of excess parachute payments under Section 4999 of the Code, the aggregate present value of amounts payable or distributable to or for the benefit of the Participant pursuant to this Plan (such payments or distributions, "**Plan Payments**") shall be reduced (but not below zero) to the Reduced Amount. The "**Reduced Amount**" shall be an amount expressed in present value which maximizes the aggregate present value of Plan Payments without causing any Payment to be subject to the taxation under Section 4999 of the Code. For purposes of this Section 9.5, present value shall be determined in accordance with Section 280G (d)(4) of the Code.

9.6 **Severability and Judicial Modification.** Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Plan is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, (a) each of CEI, the Company, and their respective successors, and each Participant hereunder agree that such provision(s) should be modified by the court and, to the maximum extent permissible under the applicable law, enforced; and (b) any invalidity, illegality, or unenforceability of a particular provision will not affect any other provision of this Plan.

9.7 **Assignment and Alienation.** The benefits payable to a Participant under this Plan shall not be subject to alienation, transfer, assignment, garnishment, execution or levy of any kind, except for assignments or transfers incident to the laws of descent and distribution upon the death of a Participant. The terms of this Plan shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of the Company's assets, any corporate successor to the Company or any assignee thereof.

9.8 **Confidentiality.**

(a) Each Participant shall keep the terms and conditions of this Plan and their Participation Agreement strictly confidential and shall not disclose such terms and conditions to any other person or entity, excluding the Participant's immediate family and the individuals identified in Section 9.8(c)(ii) below, provided that each such person shall first agree to be bound by the confidentiality provisions hereof, and any breach of the confidentiality provisions hereof by such person shall be deemed to be a breach by the Participant. By signing the Participation Agreement, each Participant has agreed that the Company, CEI, and their respective Affiliates and successors would be irreparably harmed in the event of a violation or breach of this Section 9.8. Accordingly, the Company, CEI, and their respective Affiliates and successors shall be entitled to seek injunctive relief to prevent violations and breaches of this Section 9.8 and to enforce specifically this Section 9.8, in addition to any other remedy to which they may be entitled, at law or in equity or pursuant to this Plan.

(b) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Plan is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, each Participant has the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Each Participant also has the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(c) Nothing in this Plan shall prohibit a Participant from (i) disclosing information and documents when required by law, subpoena or court order (subject to the requirements of this Section 9.8), (ii) disclosing information and documents to the Participant's attorney, financial or tax adviser for the purpose of securing legal, financial or tax advice, (iii) disclosing the Participant's post-employment restrictions in this Plan in confidence to any potential new employer, or (iv) filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity, including but not limited to the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, Congress, or any agency Inspector General, or making other disclosures that are protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of federal, state or local law or regulation (provided, however, that the Participant may not disclose information of the Company, CEI or any of their respective Affiliates that is protected by the attorney-client privilege, except as otherwise required by law) and the Participant does not need

the authorization of the Company, CEI, or any of their respective Affiliates to make any such reports or disclosure and shall not be required to notify the Company, CEI, or any of their respective Affiliates that the Participant has made such reports or disclosures. Notwithstanding the foregoing, in the event that a Participant is subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to the Participant's employment by the Employer, to the maximum extent permitted by applicable law, the Participant shall give prompt notice of such request to a designated Employer representative and shall make no disclosure until the Employer has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure, unless the Participant is otherwise ordered by a court or governmental authority. Nothing in this Plan prevents a Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Participant has reason to believe is unlawful. This Section 9.8 shall survive the termination of this Plan.

9.9 **Entire Agreement.** This Plan, together with the applicable Participation Agreement and the general release attached hereto as Exhibit C, set forth the entire understanding between the Employer and the Participant with respect to the subject matter hereof and supersedes all prior or contemporaneous plans, agreements and understandings (whether oral or written) between the Employer and the Participants relating to such subject matter.

9.10 **Notices.** All notices and other communications required or permitted under this Plan or necessary or convenient in connection herewith (including, without limitation, any notice regarding a termination of a Participant's employment by the Employer without Cause) shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail to the last known address of the Company or the Participant, as the case may be, reflected upon Company records. Notices to the Company shall be addressed to:

To CEI:

Consolidated Edison, Inc.
4 Irving Place
New York, NY 10003
Attention: General Counsel

To Company (with a copy to CEI):

Con Edison Clean Energy Businesses, Inc.
100 Summit Lake Drive
Valhalla, New York 10595
Attention: General Counsel

To Participant:

The most recent address for the Participant in the records of the Employer.

Notwithstanding the foregoing, to the extent this Plan is assumed by any successor to the Company, any notice to such successor under this Plan shall be sent to the address designated by the successor, in writing, to the Participant.

* * *

Exhibit A

[list of Participants]

Exhibit B**Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives
Form of Participation Agreement**

Con Edison Clean Energy Businesses, Inc. (the "Company") and Consolidated Edison, Inc. ("CEI") are pleased to inform you, _____, that you have been selected to participate in the Company's Retention Bonus Plan for Key Executives, as may be amended from time to time to the extent permitted therein (the "Plan"). A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan.

In order to become a participant in the Plan (a "Participant" as described in the Plan), you must complete and sign this Participation Agreement and return it to [NAME] no later than [DATE].

The Plan describes in detail certain circumstances under which you may become eligible for a Retention Bonus (as defined in the Plan). Your Retention Bonus shall be equal to \$[●]. Additionally, the Plan describes in detail certain circumstances under which you may become eligible for a Non-Transaction Bonus (as defined in the Plan), which, if paid to you, will reduce other payments (on a dollar-for-dollar basis) to which you may become entitled under the terms of the Plan.

In order to receive and/or retain each portion of the Retention Bonus for which you otherwise become eligible under the Plan, you must sign and deliver to the Company a release of claims in accordance with Section 3.3 of the Plan, which must have become effective and irrevocable within the requisite period under the Plan, and you expressly agree to be bound by the confidentiality, non-competition, non-disparagement and non-solicitation provisions of the Plan as set forth in the Plan. Also, as explained in Section 9.5 of the Plan, for any Participant who is a U.S. taxpayer (whether by reason of being a U.S. citizen, U.S. resident or otherwise), your Payments (as defined in the Plan), if any may be reduced under certain circumstances, if necessary, to avoid your Payments from becoming subject to "golden parachute" excise taxes under the U.S. Internal Revenue Code.

By signing this Participation Agreement and being eligible to participate in the Plan, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan.

Your signature below confirms that: (1) you have received a copy of the Plan; (2) you have carefully read this Participation Agreement and the Plan; (3) you agree to be bound by the restrictive covenants set forth in Article VIII and Section 9.8 of the Plan; (4) you agree and acknowledge that the Company, CEI, and their respective Affiliates and successors shall be entitled to seek injunctive relief to prevent violations and breaches of Article VIII and Section 9.8 and to enforce specifically Article VIII and Section 9.8; and (5) you agree to settle all disputes relating to the Plan and your rights thereunder by binding arbitration as set forth in Section 9.2 of the Plan.

[Signature Page Follows]

CON EDISON CLEAN ENERGY BUSINESSES, INC.

Signature

Name

Title

[PARTICIPANT NAME]

Signature

Date

Acknowledged and Accepted by:

CONSOLIDATED EDISON, INC.

Signature

Name

Title

Attachment: Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives

[Signature Page to the Participation Agreement]

Exhibit C

Form of Release

Dated [●]

Reference is made to the Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives (the **Plan**). Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. [PARTICIPANT] ("Participant" or "you") and the Company agree as follows to the terms as set forth in this General Release (the **General Release**). References in this General Release to the Company shall include the Company's Affiliates. This General Release is being delivered in accordance with the terms of the Plan, and for good and valuable consideration provided to the Participant under the Plan.

A. Release of Claims

In exchange for the consideration provided to you under the Plan to which you would not otherwise be entitled, you, on your behalf and behalf of anyone who could make a claim on your behalf (including but not limited to your heirs, executors, administrators, trustees, legal representatives, successors and assigns) hereby knowingly, voluntarily, irrevocably, unconditionally, and completely release, acquit, and forever discharge CEI, the Company, each of their respective Affiliates, and each of their respective current and former affiliates, predecessors, successors, parents, direct and indirect subsidiaries, and each of their respective past, present and future directors, officers, agents, representatives, administrators, servants, employees, attorneys, fiduciaries, stockholders, members, insurers and any of their successors and assigns in each case, in their capacity as such (each, a "**Released Party**," and collectively, the "**Released Parties**") of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities, and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts, omissions, or conduct existing or occurring at any time prior to and including the date you sign this General Release (the "**Released Claims**").

Without limiting the generality of the foregoing, the Released Claims include, but are not limited to, all: (i) claims and demands arising out of or in any way connected with your employment with the Employer; (ii) claims or demands related to your compensation and benefits from or with CEI, any of its Affiliates, and/or the Employer; (iii) rights or interests in, and claims and demands with respect to, any equity interests (including common shares) granted to you by CEI, any of its Affiliates, and/or the Employer; (iv) claims that were or could have been asserted by you or on your behalf under any federal, state, local, employment, services, or other law, statute, cause of action, regulation, ordinance, constitutional provision, executive order, or other source of law, including, without limitation, under any of the following laws, as amended from time to time: the Civil Rights Act of 1991; the Civil Rights Act of 1964; the Federal Age Discrimination in Employment Act of 1967 ("**ADEA**"); the Older Workers Benefit Protection Act; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act;

the Fair Labor Standards Act; the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act of 1974; the Equal Pay Act; the Lilly Ledbetter Fair Pay Act of 2009; the Genetic Information Nondiscrimination Act; the Fair Credit Reporting Act; New York State Human Rights Law; New York Executive Law; New York Civil Rights Law; New York City Human Rights Law; New York City Local Civil Rights Restoration Act of 2005; New York City Administrative Code; New York Minimum Wage Act; New York State Sick Leave Law; New York State Health and Essential Rights (HERO) Act; New York City Earned Safe and Sick Time Act; New York Worker Adjustment Retraining and Notification Act; New York Labor Law; New York Wage Theft Prevention Act; the New York Paid Family Leave Law; the New York laws for jury duty, voting, bone marrow and blood donation, and military family leave; the New York Fair Credit Reporting Act; and the retaliation provisions of the New York Workers' Compensation law; each as amended; (v) tort claims, including, without limitation, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; (vi) claims for breach of contract and breach of the implied covenant of good faith and fair dealing, including without limitation, claims relating to or arising under the Plan; and (vii) all other municipal, federal, state, and local law claims, including all claims for wrongful discharge, employment discrimination or harassment on any basis, retaliation, wages and compensation, leave of absence, failure to accommodate, defamation, breach of express or implied contract, fraud, malicious prosecution, invasion of privacy, false imprisonment, and emotional distress; and any and all claims under any other federal or state statute or regulation, or any local ordinance, law or regulation, or any claim that was or could have been asserted under common law; and any other federal, state or local civil, labor, pension, wage-hour or human rights law, federal or state public policy, contract or tort law; any claim arising under federal or state common law, including, but not limited to, constructive or wrongful discharge or intentional or negligent infliction of emotional distress; and any claim for costs or attorney's fees. In the event of any complaint, charge, proceeding, or other claim (collectively, "**Claims**") filed with any court, other tribunal, or governmental, or regulatory entity that involves or is based upon any Released Claim, you hereby waive and agree not to accept any money or other personal relief on account of any such Claims for any actual or alleged personal injury or damages to you.

Excluded from the Released Claims are all: (i) claims that by law cannot be waived in a private agreement between an employer and employee (including any rights you may have to seek unemployment or workers' compensation benefits to the extent such claims are not waivable as a matter of law with this General Release); (ii) claims relating to any right you have to the payment of compensation under the Plan; (iii) claims for accrued and unpaid wages for the pay period in which this General Release is signed and for unreimbursed business expenses in accordance with the applicable expense reimbursement policy; (iv) claims for accrued, vested benefits pursuant to the terms and conditions of any applicable benefit or compensation plans; and (v) claims to indemnification under any applicable law, any agreement between you and CEI, the Company or any of their respective Affiliates, the governing and/or organizational documents of CEI, the Company or any of their respective Affiliates, or any director and officer insurance, it being understood and agreed that this General Release does not create or expand upon any such rights to indemnification.

Moreover, this General Release does not prohibit you from engaging in a Protected Activity. **'Protected Activity'** means (i) confidentially or otherwise filing a charge, complaint, or report with, or otherwise communicating with, cooperating with, or participating in, any investigation or proceeding (including those relating to alleged or suspected criminal conduct or unlawful employment practices) that may be conducted by any federal, state, or local government agency or commission or regulatory entity, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board, provided that, to the maximum extent permitted by law, you hereby waive any and all right to, and agree that you will not accept, any monetary recovery or any other relief of any type from any of Released Parties which you might obtain as a result of, or in any way arising out of, such filing or participation that involves, concerns, grows out of or in any way relates to any of the Released Claims (other than claims filed by you with the Securities and Exchange Commission); (ii) testifying in an administrative, legislative, or judicial proceeding regarding alleged criminal conduct or unlawful employment practices (including sexual harassment) when you have been required or requested to attend a proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature or if otherwise required to do so under applicable law; (iii) disclosure of factual information relating to unlawful employment practices, including claims of sexual assault, sexual harassment, harassment or discrimination based on sex, failure to prevent harassment or discrimination based on sex, or retaliation against a person for reporting an act of harassment or discrimination based on sex, as those claims are defined under applicable law, to the extent the claims are filed in a civil or administrative action, and to the extent such disclosures are protected by law; and (iv) exercising any protected right to communicate about working conditions. You understand that in connection with Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company or any of its past or present Affiliates.

You understand that the claims you are releasing in this General Release include claims that you do not know exist. Nevertheless, by executing this General Release, you are evidencing your intention to fully, finally, and forever release all such matters and all actual and potential claims arising out of or relating thereto that do now exist, may exist, or heretofore have existed against the Released Parties or any of them at any time prior to or on the date you sign this General Release.

B. Acknowledgements

By signing this General Release, you represent and warrant that: (a) you have not filed or initiated, and will not file or initiate, legal or other proceedings against any of the Released Parties with respect to the Released Claims (provided, however, that you need not disclose to the Company, and the foregoing representation and warranty does not apply to, Protected Activity), including but not limited to any charges, complaints, grievances, arbitrations, lawsuits, or claims against any of the Released Parties, with any local, state or federal agency, or court from the beginning of time to the date you sign this General Release; (b) no such proceedings have been initiated against any of the Released Parties on your behalf; (c) you are the sole owner of the Released Claims; (d) no Released Claim has been transferred or assigned or caused to be

transferred or assigned to any other person, firm, or other legal entity; and (e) you have the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this General Release.

Nothing in this General Release is intended to or shall be construed as an admission by the Company or any other Released Party that any of them violated any law, breached any obligation, or otherwise engaged in any improper or illegal conduct with respect to you or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct.

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND EFFECT OF THIS GENERAL RELEASE; HAVE REVIEWED THIS GENERAL RELEASE AND THE AGREEMENT WITH AN ATTORNEY OF YOUR CHOOSING AND HAVE HAD A SUFFICIENT PERIOD OF TIME IN WHICH TO CONSIDER WHETHER TO SIGN THIS GENERAL RELEASE; AND RELEASE AND WAIVE CLAIMS UNDER THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH YOU ALREADY ARE ENTITLED.

You hereby agree and acknowledge that you have read this General Release in its entirety, and that this General Release is a general release of all known and unknown rights and claims, including, without limitation, of rights and claims arising under ADEA. You further acknowledge and agree that:

- i. this General Release does not release, waive or discharge any rights or claims that may arise for actions or omissions after the date of this General Release;
- ii. you are entering into this General Release and releasing, waiving and discharging rights or claims only in exchange for consideration which you are not already entitled to receive;
- iii. you have been advised, and are being advised by this General Release, to consult with an attorney before executing this General Release, and you have consulted or had opportunity to consult with counsel of your choice concerning the terms and conditions of this General Release;
- iv. you have been advised, and are being advised by this General Release, that you have [twenty-one (21)]/[forty-five (45)] days within which to consider this General Release, and you hereby acknowledge that in the event that you execute this General Release prior to the expiration of the [twenty-one (21)]/[forty-five (45)] day period, you waive the balance of said period and acknowledge that your waiver of such period is knowing, voluntary and has not been induced by the Company or any Released Party through fraud, misrepresentation, or threat;
- v. you are aware that this General Release shall become null and void if you revoke your agreement to this General Release within seven (7) days following the date of execution of this General Release. You may revoke this General Release at any

time during such seven (7)-day period by delivering (or causing to be delivered) to [●] at the [Company], written notice of your revocation of this General Release no later than [5:00 p.m. Eastern Time] on the seventh (7th) full day following [DATE THE RELEASE IS PRESENTED TO PARTICIPANT]; and

- vi. nothing in this General Release prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

All issues and questions concerning the construction, validity, enforcement, and interpretation of this General Release shall be governed by, and construed in accordance with, the laws of the state of New York, without giving effect to any choice-of-law or conflict-of-law rules or provisions.

IN WITNESS WHEREOF, I hereby execute this General Release knowingly, voluntarily and fully intending to be bound hereby.

_____, 202__

[PARTICIPANT]

Signature

**CON EDISON CLEAN ENERGY BUSINESSES, INC. RETENTION BONUS PLAN FOR KEY EXECUTIVES
PARTICIPATION AGREEMENT**

Con Edison Clean Energy Businesses, Inc. (the “Company”) and Consolidated Edison, Inc. (“CEI”) are pleased to inform you, Mark Noyes, that you have been selected to participate in the Company’s Retention Bonus Plan for Key Executives, as may be amended from time to time to the extent permitted therein (the “Plan”). A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan.

In order to become a participant in the Plan (a Participant” as described in the Plan), you must complete and sign this Participation Agreement and return it to Mary Kelly no later than 5pm (EST) on Monday, July 11, 2022.

The Plan describes in detail certain circumstances under which you may become eligible for a Retention Bonus (as defined in the Plan). Your Retention Bonus shall be equal to \$1,500,000.00. Additionally, the Plan describes in detail certain circumstances under which you may become eligible for a Non-Transaction Bonus (as defined in the Plan), which, if paid to you, will reduce other payments (on a dollar-for-dollar basis) to which you may become entitled under the terms of the Plan.

In order to receive and/or retain each portion of the Retention Bonus for which you otherwise become eligible under the Plan, you must sign and deliver to the Company a release of claims in accordance with Section 3.3 of the Plan, which must have become effective and irrevocable within the requisite period under the Plan, and you expressly agree to be bound by the confidentiality, non-competition, non-disparagement and non-solicitation provisions of the Plan as set forth in the Plan. Also, as explained in Section 9.5 of the Plan, for any Participant who is a U.S. taxpayer (whether by reason of being a U.S. citizen, U.S. resident or otherwise), your Payments (as defined in the Plan), if any may be reduced under certain circumstances, if necessary, to avoid your Payments from becoming subject to “golden parachute” excise taxes under the U.S. Internal Revenue Code.

By signing this Participation Agreement and being eligible to participate in the Plan, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan.

Your signature below confirms that: (1) you have received a copy of the Plan; (2) you have carefully read this Participation Agreement and the Plan; (3) you agree to be bound by the restrictive covenants set forth in Article VIII and Section 9.8 of the Plan; (4) you agree and acknowledge that the Company, CEI, and their respective Affiliates and successors shall be entitled to seek injunctive relief to prevent violations and breaches of Article VIII and Section 9.8 and to enforce specifically Article VIII and Section 9.8; and (5) you agree to settle all disputes relating to the Plan and your rights thereunder by binding arbitration as set forth in Section 9.2 of the Plan.

[Signature Page Follows]

CON EDISON CLEAN ENERGY BUSINESSES, INC.

/s/ Robert Hoglund
Signature

Robert Hoglund
Name

Chairman
Title

MARK NOYES

/s/ Mark Noyes
Signature

7/11/22
Date

Acknowledged and Accepted by:

CONSOLIDATED EDISON, INC.

/s/ Mary Kelly
Signature

Mary Kelly
Name

SVP, Corporate Shared Services
Title

Attachment: Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives

[Signature Page to the Participation Agreement]



Exhibit 10.1.6

July 6, 2022

Mr. Mark Noyes
c/o Consolidated Edison, Inc.
4 Irving Place
New York, New York 10003

Dear Mark:

As you know, Consolidated Edison, Inc. (“**CEI**”) is in the process of exploring strategic alternatives, including a potential sale of Con Edison Clean Energy Businesses, Inc. (the “**Company**”).

Reference is hereby made to the Con Edison Clean Energy Businesses, Inc. Retention Bonus Plan for Key Executives (the “**Retention Plan**”), in which you participate. Terms capitalized but not defined herein shall have the meaning given to them in the Retention Plan.

Given your position as the President and Chief Executive Officer of the Company, you are key to the Company, and in our view your presence and participation is important to the sale process. CEI and the Company have therefore put in place incentives to encourage your active participation and cooperation in aiding CEI to complete the Transaction and, as described in more detail in this letter agreement (the “**Agreement**”), to remain employed with the Company (or, if applicable, its successor) through and following the Transaction. This letter is intended to address incentives that are in addition to those provided under the Retention Plan, which are described more fully below. Notwithstanding anything to the contrary, your right to receive the payments and/or benefits pursuant to this Agreement is subject to, and conditioned upon, your timely execution and delivery to the Company of a Participation Agreement (as defined in the Retention Plan).

Long Term Incentives: With respect to each of your outstanding awards (“**LTIP Awards**”) under the Consolidated Edison, Inc. Long Term Incentive Plan (the “**CEI LTIP**”), the consummation of the Transaction shall be deemed to be a “Retirement” (as used in the award agreements thereunder) entitling you to pro-rated vesting of your awards thereunder, as of the closing date of the Transaction, and any amount not vested on such date shall be forfeited in its entirety, in each case, subject to the terms and conditions of the CEI LTIP and the award agreements evidencing the LTIP Awards. With respect to each applicable Performance Period (as defined in the CEI LTIP) in which the Transaction occurs: (i) the achievement of the Performance Targets (as defined in the CEI LTIP) shall be deemed to be equal to the greater of (A) 100% of target level of performance and (B) actual

performance through the date of the consummation of the Transaction; and (ii) the determination of the achievement of the applicable Performance Targets for each such Performance Period shall be made without taking into account the impact of the Transaction on the achievement of such Performance Targets. The foregoing shall be deemed to be an amendment of each award agreement evidencing the LTIP Awards.

Annual Incentives: With respect to your participation in the Consolidated Edison, Inc. Executive Incentive Plan (the **CEI EIP**”), the consummation of the Transaction shall entitle you to a prorated payout (determined as of the date of the Transaction) with respect to the calendar year in which the Transaction occurs, subject to the terms and conditions of the CEI EIP, and with respect to such calendar year: (i) the achievement of the Performance Goals (as defined in the CEI EIP) shall be deemed to be equal to the greater of (A) 100% of target level of performance and (B) actual performance through the date of the consummation of the Transaction; and (ii) the determination of the achievement of the applicable Performance Goals shall be made without taking into account the impact of the Transaction on the achievement of such Performance Goals.

Notwithstanding anything herein to the contrary, payments under the CEI LTIP and the CEI EIP shall be paid at the time provided in the applicable plan document(s) and/or award agreements thereunder, unless CEI determines to make any such payment(s) at an earlier date, in each case, solely to the extent permitted by Code Section 409A, to the extent applicable. Except as expressly stated herein, all other provisions of the CEI LTIP and CEI EIP plan documents and award agreements thereunder shall apply in full force and effect.

Severance Benefits: Effective on and following the Transaction, the Company shall provide you with the payments and benefits that you would otherwise be entitled to under the Severance Program for Officers of Consolidated Edison, Inc. and its Subsidiaries, as in effect on the date hereof (the “**CEI Severance Plan**”) as if you remained a Participant in the CEI Severance Plan and subject to the terms and conditions of the CEI Severance Plan, including without limitation, a requirement to execute a release of claims, with the modifications described below. Notwithstanding anything to the contrary and for the avoidance of doubt, the Transaction will not constitute your “Termination of Employment” or your “Termination upon a Change of Control” under the CEI Severance Plan or this Agreement, and you shall not be entitled to

any payments or benefits under the CEI Severance Plan solely as a result of the Transaction or otherwise.

1. "Cause" shall have the meaning given such term in the Retention Plan;
2. "Change of Control" shall mean "Transaction", as the term is defined in the Retention Plan;
3. "Employer" shall have the meaning given such term in the Retention Plan;
4. "Good Reason" shall have the meaning given such term in the Retention Plan;
5. The pro-rated annual bonus component of severance relating to the year of termination under Section III.A.1.a of the CEI Severance Plan shall be based on the greater of (x) the target amount and (y) actual performance through the termination date; and
6. References to "Termination Date" in Section III.A.1.a.(2) shall mean the date of the Transaction.

You hereby agree and acknowledge that (1) effective on and following the Transaction, you shall cease to participate in the CEI Severance Plan and shall have no rights thereunder, (2) you shall not be entitled to any payments or benefits under the CEI Severance Plan in connection with the Transaction or otherwise, and (3) except as expressly provided in this Agreement, effective on and following the Transaction, you shall not be entitled to any further accruals of benefits or contributions under any plan or arrangement sponsored by or contributed to by CEI.

Notwithstanding anything to the contrary and for the avoidance of doubt, nothing in this Agreement is intended to result in duplication of payments and/or benefits provided to you.

For purposes of this Agreement, the Company shall include any and all successors and assignees, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Company and such successors and assignees shall perform the Company's obligations under this Agreement, in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. In such event, the term "Company", as used in this Agreement, shall mean the Company, as hereinbefore defined and any successor or assignee to the business or assets which by reason hereof becomes bound by the terms and provisions of this Agreement.

This Agreement shall be governed by the laws of the State of New York (without reference to rules relating to conflicts of law).

Please indicate your agreement to the terms and conditions of this Agreement by signing the signature page.

* * *

[Signature Page Follows]

CON EDISON CLEAN ENERGY BUSINESSES, INC.

/s/ Robert Hoglund
Signature

Robert Hoglund
Name

Chairman
Title

**Solely with respect to CEI's obligations under the CEI LTIP
and CEI EIP:**

CONSOLIDATED EDISON, INC.

/s/ Mary Kelly
Signature

Mary Kelly
Name

SVP, Corporate Shared Services
Title

Description of Directors' Compensation

The following table shows, effective as of April 1, 2024, the annual retainer amounts and committee chair retainers (and for the Audit Committee, Member retainer) payable, in quarterly installments, to the members of the Board of Directors of Consolidated Edison, Inc. (the "Company") who were not employees of the Company or its subsidiaries:

	Amount
Annual Retainer	\$125,000
Lead Director Retainer	\$35,000
Chair of Audit Committee Retainer	\$30,000
Member of Audit Committee Retainer (excluding the Audit Committee Chair)	\$15,000
Chair of Corporate Governance and Nominating Committee Retainer	\$20,000
Chair of the Finance Committee Retainer	\$20,000
Chair of Management Development and Compensation Committee Retainer	\$20,000
Chair of the Safety, Environment, Operations and Sustainability Committee Retainer	\$20,000
Acting Committee Chair Fee (where the regular Chair is absent)	\$200
Annual equity award (deferred stock units)	\$170,000

Footnotes:

Non-employee Directors participate in the Company's Long Term Incentive Plan (the "LTIP"). Pursuant to the LTIP, each non-employee Director then serving is allocated an annual equity award of \$170,000 of deferred stock units on the first business day following the Annual Meeting. If a non-employee Director is first appointed to the Board after an annual meeting, his or her first annual equity award is prorated.

Settlement of the annual equity awards of stock units are automatically deferred until the Director's termination of service from the Board of Directors. Each non-employee Director may elect to receive some or all of his or her annual equity awards of stock units on another date or to further defer any other prior annual equity award of stock units, including any related dividend equivalents earned on such prior annual equity awards of stock units.

Each non-employee Director may also elect to defer all or a portion of his or her retainers into additional deferred stock units, which are deferred until the Director's termination of service.

Dividend equivalents are payable on deferred stock units in the amount and at the time that dividends are paid on Company Common Stock and are credited in the form of additional deferred stock units which are fully vested as of the date the dividends would have been paid to the Director or, at the Director's option, are paid in cash.

All payments on account of deferred stock units are made in shares of Company Common Stock. The LTIP provides that cash compensation deferred into stock units, annual equity awards, and dividend equivalents granted to non-employee Directors that are credited in the form of additional deferred stock

units, are fully vested, and payable in a single one-time payment of whole shares (rounded to the nearest whole share) within sixty days following separation from Board service unless the Director elected to defer distribution to another date.

The Company reimburses non-employee Directors for reasonable expenses incurred in attending in person Board and Committee meetings. No person who serves on both the Company's Board and on the Board of its subsidiary, Consolidated Edison Company of New York, Inc., and corresponding Committees, is paid additional compensation for concurrent service. Directors who are employees of the Company or its subsidiaries do not receive retainers or annual equity awards of deferred stock units for their service on the Board.

Members of the Board are also eligible to participate in the Company's Stock Purchase Plan ("Stock Purchase Plan").

Copies of the LTIP and the Company's Stock Purchase Plan, and amendments thereto, have been (or, as to amendments that may be adopted after the date of this description, will be) included as exhibits to the Company's Annual Report on Form 10-K or Quarterly Reports on Form 10-Q.

CERTIFICATIONS

I, Timothy P. Cawley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024 of Consolidated Edison, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ Timothy P. Cawley

Timothy P. Cawley

Chairman, President and Chief Executive Officer

CERTIFICATIONS

I, Robert Hoglund, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024 of Consolidated Edison, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ Robert Hoglund

Robert Hoglund

Senior Vice President and Chief Financial Officer

CERTIFICATIONS

I, Timothy P. Cawley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024 of Consolidated Edison Company of New York, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ Timothy P. Cawley

Timothy P. Cawley

Chairman and Chief Executive Officer

CERTIFICATIONS

I, Robert Hoglund, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024 of Consolidated Edison Company of New York, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ Robert Hoglund

Robert Hoglund

Senior Vice President and Chief Financial Officer

Certification Required Under Section 906 of the Sarbanes-Oxley Act of 2002

I, Timothy P. Cawley, the Chief Executive Officer of Consolidated Edison, Inc. (the "Company") certify that the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024, which this statement accompanies, (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Timothy P. Cawley

Timothy P. Cawley

Date: May 2, 2024

Certification Required Under Section 906 of the Sarbanes-Oxley Act of 2002

I, Robert Hoglund, the Chief Financial Officer of Consolidated Edison, Inc. (the "Company") certify that the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024, which this statement accompanies, (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert Hoglund

Robert Hoglund

Date: May 2, 2024

Certification Required Under Section 906 of the Sarbanes-Oxley Act of 2002

I, Timothy P. Cawley, the Chief Executive Officer of Consolidated Edison Company of New York, Inc. (the "Company") certify that the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024, which this statement accompanies, (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Timothy P. Cawley

Timothy P. Cawley

Date: May 2, 2024

Certification Required Under Section 906 of the Sarbanes-Oxley Act of 2002

I, Robert Hoglund, the Chief Financial Officer of Consolidated Edison Company of New York, Inc. (the "Company") certify that the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024, which this statement accompanies, (the "Form 10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert Hoglund

Robert Hoglund

Date: May 2, 2024