

PSC NO: 9 GAS
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
INITIAL EFFECTIVE DATE: 03/01/99
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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(A) Measurement of Gas Service and Shared Meter Service - Continued

In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers service used outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A Customer may request a copy of the entire rules governing shared meters from the Company.

(B) Testing of Meters:

At such times as the Company may deem proper, or as the Public Service Commission may require, the Company will test its meters and measuring devices in accordance with the standards and bases prescribed by the Public Service Commission.

(C) Access to Premises:

- (1) The Customer shall not permit access by anyone, except authorized employees of the Company, to the meters, equipment or any other property of the Company, and shall not interfere or permit interference with the same; and the Customer shall be responsible for their safe keeping on the Customer's premises. The Company's duly authorized representatives shall have the right of access to the premises of the Customer and to all of the Company's property thereon at all reasonable times for the purposes of reading and testing meters, inspecting equipment used in connection with its service, installing, inspecting, maintaining and replacing, where necessary, its load testing equipment, removing its property, or any other proper purpose except as provided below.

(General Information - Continued on Leaf No. 48.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(C) Access to Premises - Continued

(2) Inspection and Examination of Company Apparatus:

A duly authorized representative of the Company may enter Customer premises at all reasonable times upon exhibiting proper identification and written authority for the purpose of inspecting and examining the meters, pipes, fittings, wires and other apparatus for regulating, supplying and/or ascertaining the quantity supplied. However, that in non-emergency situations, entry to the premises of residential Customers shall be limited to non-holiday workdays between 8 A.M. and 6 P.M., or at such other reasonable times as may be requested by a residential Customer; or between 8 A.M. and 9 P.M. on any day when there is evidence of meter tampering or theft of service. However, when an emergency may threaten the health and safety of a person, the surrounding area, or the Company's distribution system, or when authorized by a court order, entry by authorized Company representatives shall be permitted at any time for purposes of the inspection and examination permitted under this paragraph. A Customer who at any time, directly or indirectly prevents or hinders the inspection or examination provided under this provision, at any reasonable time, may be billed a \$100 penalty charge for each such offense. In addition, the Company shall have all other remedies against such Customer as are provided under this tariff or at law.

Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection of Company apparatus supplying a non-residential Customer as soon as reasonably possible and within 60 calendar days of the following:

(General Information - Continued on Leaf No. 49.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(C) Access to Premises - Continued

(2) Inspection and Examination of Company Apparatus - Continued

- (a) a request contained in a service application pursuant to the rules of the Public Service Commission;
- (b) a reasonable Customer request;
- (c) the issuance of a field inspection order in accordance with an automatic Company bill review program;
- (d) notification from any reasonable source that service may not be correctly metered;
- (e) a directive by the Commission or its authorized designee.

(D) Meter Reading and Billing Period:

Thirty days is considered a month for billing purposes. Unless otherwise specified in this Rate Schedule, rates and charges are stated on a monthly basis. In the ordinary course of business, meters are scheduled by the Company to be read and bills are rendered monthly (approximately 30 days) or bi-monthly (approximately 60 days). The Company prepares such schedules in advance. Where meters are scheduled to be read bi-monthly, the Company may render an interim, averaged bill for the first month (approximately 30 days) of the bi-monthly period. The Company reserves the right to read meters and render bills at any other interval of time.

(General Information - Continued on Leaf No. 50.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(D) Meter Reading and Billing Period - Continued

The Company shall attempt to obtain an actual meter reading for each scheduled meter reading for each Customer account by a visit to the Customer's premises. In the case of non-residential Customers the visit shall be between 8 A.M. and 5 P.M. on a business day.

Where the Company has billed a non-residential Customer's account based on the readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent reading attempt and, until successful, try to gain access to and read the meter.

(E) Proration of Monthly Rates and Charges:

Where the Company renders a bill for other than a 30 day period, the rates and charges will be prorated on the basis of the number of elapsed days divided by 30; except that a Customer who terminates service less than 30 days after the commencement of service, will be billed for a month.

(F) Backbills:

The Company shall not backbill a non-residential Customer:

- (1) more than 6 months after the Company actually became aware of the circumstances, error, or condition that caused the underbilling, unless a court extends the time to render a backbill;

(General Information - Continued on Leaf No. 51.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(F) Backbills - Continued

- (2) for service rendered more than 12 months before the Company actually became aware of the circumstances, error, or condition that when the failure was due to Company deficiency caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect;
- (3) for service rendered more than 24 months before the Company actually became aware of the circumstances, error, or condition that caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonable should have known that the original billing was incorrect.

Backbilling for residential and non-residential Customers is subject to the rules of the Public Service Commission.

(G) Estimated Bills:

The Company may render an estimated bill for a regular cycle billing period only when:

- (1) the Company has failed to obtain access to the meter(s);

(General Information - Continued on Leaf No. 52.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(G) Estimated Bills - Continued

- (2) circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the Customer in writing of the specific circumstances and the Customer's obligation to have the circumstances corrected;
- (3) the Company has good cause for believing that an actual or Customer reading obtained is likely to be erroneous, provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;
- (4) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
- (5) an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;
- (6) an estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;

(General Information - Continued on Leaf No. 53.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(G) Estimated Bills - Continued

- (7) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
- (8) an unmetered condition was in existence during the period.

(H) No Access Procedure - Non-Residential Accounts:

- (1) The Company shall provide no access notices for non-residential accounts when the bill has been estimated pursuant to General Rule III 8 (G) (1) or (2) commencing with: the fourth consecutive estimated bill or the tenth consecutive bill based on a remote registration device or a Customer reading.
- (2) The no access notices and charges shall be directed only to the access controller. In any case where the access controller is not the Customer of the subject account, a copy of these no access notices shall also be sent to the Customer at the same time.
- (3) The series of no access notices shall be as follows:
 - (a) The first notice shall advise the access controller that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date a no access charge not to exceed \$100 per

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(H) No Access Procedure - Non-Residential Accounts - Continued

(3) The series of no access notices shall be as follows - Continued

(a) - Continued

building will be added to the access controller's next bill and to every bill thereafter until access to the Customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the Customer's meter if the access controller calls a specified telephone number.

(b) The second notice shall advise the access controller of the no access charge that has been added to the access controller's bill and that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, another charge will be added to the access controller's next bill. The notice shall further explain that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court order to gain access to the Customer's meter will follow. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the Customer's meter if the access controller calls a specified number.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(H) No Access Procedure - Non-Residential Accounts - Continued

(3) The series of no access notices shall be as follows - Continued

- (c) The third and each successive notice shall advise the access controller of the no access charge that has been added to the access controller's bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the Customer's meter.

(I) No Access Procedure - Residential Accounts:

- (1) After the Company has rendered a maximum of four consecutive estimated monthly bills or two consecutive bi-monthly bills to a residential Customer, the Company shall seek to obtain an actual meter reading for the next billing period by various means including but not limited to requesting the Customer to use a dial card. The Company may also notify the Customer that the Company will arrange a special appointment for a meter reading. In the case of a Customer residing in a multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, in which the meter is not located in the Customer's apartment the Company shall notify the Customer's landlord, or the landlord's managing agent, or the building superintendent, that such a special appointment may be arranged to obtain an actual meter reading. If the Company's records do not contain the address of the person, the Customer's landlord, the building agent or the building superintendent, the Company shall request such information from the Customer.

(General Information - Continued on Leaf No. 56.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(I) No Access Procedure - Residential Accounts - Continued

- (2) After the Company has rendered a maximum of six consecutive estimated monthly bills or three consecutive bi-monthly bills and has received no response to its request for a special appointment, the Company shall send a second letter to the Customer and the person who controls access to the meter, offering a special appointment to obtain a meter reading and may advise the recipient(s) that failure to make such appointment shall result in an additional charge of twenty-five dollars applicable to the next bill rendered to the person who controls and refuses access to the meter. If a suitable response to this second letter is not received within 14 calendar days of the date of its mailing, a special charge of twenty-five dollars may be added to the next bill of the person who controls access to the meter.
- (3) If the Company has not received a reply to its second special appointment letter within two months of mailing, the Company may notify the Customer or the person who controls access to the meter, by certified mail, that in accordance with the Commission's directive, the Company may apply for a court order to gain access to the Company's meter or meters for the purpose of removing and replacing the meter or meters. It shall be the responsibility of the person who controls access to the meter to pay the court costs and the costs of removing and replacing the meter or meters.

In instances where access has been gained through the use of a court order but full service cannot be restored due to an inability to gain access to other areas of the premises to relight pilot lights

(General Information - Continued on Leaf No. 57.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(I) No Access Procedure - Residential Accounts - Continued

(3) - Continued

because those areas are inaccessible under the terms of the court order, the Company shall lock the meter and install a pilfer proof valve. In these instances where service cannot be resumed, the Company shall leave written notification indicating that the Customer shall notify the Company for immediate service reconnection. The Company shall attempt to notify the Customer that service has been discontinued and that it will promptly reconnect service when it can arrange a time convenient to the Customer. In cases where service is disconnected, the Company shall make every reasonable effort to notify the Customer at least once each week until service is reconnected.

During the period November 1 to April 15 inclusive, court orders obtained under these provisions of the Commission's meter access rules shall not be enforced on any residential account which serves a heating Customer if such enforcement would result in the termination of service or in an unsafe condition.

(4) The Company shall require the meters or remote registers to be installed outdoors whenever feasible in accordance with General Rule III 3 (B).

(General Information - Continued on Leaf No. 58.0)

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(I) No Access Procedure - Residential Accounts - Continued

(4) - Continued

The Company shall have the right to invoke paragraphs 1-3 of these rules whenever a Customer with a remote reading device has not provided access to the indoor meter for four consecutive monthly billing periods.

(J) Plural Meters - Billing of Charges:

Except where otherwise provided by an applicable Rider, the quantities of gas supplied through more than one meter will be billed as follows:

- (1) Where more than one meter has been installed because of conditions existing within the property line or in the premises supplied, and not for Company purposes, or where gas service supplied through excess distribution facilities is metered separately from other gas service supplied to the Customer, the quantity of gas registered by each meter will be computed and billed separately in accordance with the applicable Service Classification.
- (2) Where more than one meter is installed by the Company in an excepted case expressly provided for in General Rule III 5 (A) "Company's Installation" above, the quantity of gas registered by each meter will be added for billing purposes.

(General Information - Continued on Leaf No. 59.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(K) Billing of Changes in Rates:

The rates, charges and classifications of service set forth in this Rate Schedule or in amendments thereof by revised leaves hereafter duly filed and in effect shall, unless otherwise expressly stated therein, apply to service supplied to the Customer commencing with the first scheduled meter reading date on or after the effective date set forth in such Rate Schedule or revised leaves thereof.

(L) Payment of Bills and Charge for Late Payment:

Bills of the Company for service are due on presentation, if hand delivered, or three days after the mailing of the bill, and are payable by mail or at any business office of the Company or to any duly authorized collector of the Company.

A late payment charge at the rate of one and one-half percent (1½%) per monthly billing period will be applied the accounts of all Customers except that the following Customers shall not be subject to the charge: state agencies will be subject to interest charges in accordance with the provisions of State Finance Law Article XI-A (L.1984, Ch.153, effective July 1, 1984). The charge will be applied to all amounts billed, including arrears, and unpaid late payment charges which are not received by the Company within at least 20 days of the date payment is due. The charge will also be applied to amounts due by non-residential Customers under deferred payment agreements for arrears. The charge will not be supplied to backbills unless the backbill is for service to or through

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PSC NO: 9 GAS

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COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(L) Payment of Bills and Charge for Late Payment - Continued

tampered equipment, or the Company can demonstrate either that the unbilled service condition began since the Customer initiated service or that the Customer knew or reasonably should have known that the original billing was incorrect. In addition, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges.

The late payment charge will be applied to the account of any such person or Customer in cases where the Company has underbilled, or failed to bill, because the person or Customer was receiving service through tampered equipment. The charge will apply to the amounts found to be due and owing for each monthly billing period, including all amounts due for preceding monthly billing periods and any late payment charges thereon. Notwithstanding any other provisions in this paragraph, the charge will not apply unless the Company can demonstrate either that the condition began on or after the date the Customer initiated service, or that the Customer actually knew, or reasonably should have known the original billing was incorrect.

Effective October 13, 1997, the Company shall waive the first late payment charge assessed on the account of a Customer, other than a multiple dwelling, who:

- (1) receives service under Service Classification No. 1 or 3, or
- (2) receives service under Service Classification No. 9 and would otherwise receive service under Service Classification No. 1 or 3.

The Company shall waive late payment charges on all bills issued on or after July 3, 2000 through August 30, 2000 for Customers who take electric service on the same account.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(L) Payment of Bills and Charge for Late Payment - Continued

Pursuant to Public Service Law Section 38, the Company shall offer any residential Customer, 62 years of age or older, a plan for payment on a quarterly basis of the charges for service rendered, provided that such Customer's average annual billing by the Company is not more than \$150.

(M) Interest On Customer Overpayments:

The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 277 subject to any applicable statute of limitations.

A Customer overpayment is defined as payment by the Customer to the Company in excess of the correct charge for gas service supplied to the Customer which was caused by billing by the Company that is erroneous due to the Company's own mistake.

The rate of interest on Customer overpayments shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded.

Refunds to Customers after August 24, 1992, shall be made according to the provisions of this section. The Company will not be required to pay interest on Customer overpayments that are refunded to Customers within 30 days after such overpayment is received by the Company.

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PSC NO: 9 GAS

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(N) Tampered Equipment:

Where the Company finds evidence of tampered Company gas apparatus, the Company will charge the Customer a fee of \$160, provided however, if the Customer takes both electric and gas service at the same location, and tampering is found simultaneously in both services, the fee associated with gas tampering will be reduced to \$115 and is in addition to the electric tampering fee.

In the event the Company finds evidence of tampered equipment at any premises, it may:

- (1) If the premises are occupied by only one Customer, upon thirty days notice to the Customer, seek permission from the Public Service Commission to relocate its meter to a secure location, including a location outside the building. In connection with the relocation of its meter, the Company, after a reasonable attempt to consult with the Customer, may determine the new location of the meter. It will then specify the type and manner of installation to the service terminating equipment and the metering equipment and present this information to the Customer. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of such relocation shall be divided equally between the Company and the account of the Customer.
- (2) If the premises are occupied by two or more Customers, send a first notice of the tampering to the Customer and the responsible party demanding that adequate security be provided so that tampering does not recur. The first notice shall list the actions that may be taken by the Company under paragraphs (a) and (b) hereof in the event that tampering recurs. If, at any time after thirty days and within one year of sending the first notice, the Company again finds evidence of tampered equipment and the responsible party has not taken reasonable steps to secure a common meter room, the Company shall:

(General Information - Continued on Leaf No. 63.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

INITIAL EFFECTIVE DATE: 03/01/99

STAMPS:

LEAF: 63.0

REVISION: 0

SUPERSEDING REVISION:

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EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(N) Tampered Equipment - Continued

(2) - Continued

- (a) Send a second notice of the tampering to the Customer and the responsible party stating that starting with the date the second notice is sent and thereafter for the period in which tampering persists, the Company will add to the hall, basement, boiler, or elevator account or any other account under which service is supplied to a common facility, charges, which the Company may estimate, for the gas used on the premises but not metered as a result of tampering. Such charges shall be separately calculated and itemized for each unmetered account. The second notice shall also list the other actions that may be taken by the Company under paragraph (b) hereof.
- (b) If thirty days or more after sending the second notice, the Company again finds evidence of tampered equipment and the responsible party has not taken reasonable steps to secure a common meter room, the Company may as a condition of continued service with the assistance of the responsible party as hereinafter specified and after obtaining permission from the Public Service Commission, relocate all or part of its metering equipment to a place which is more secure, including a place outside the building. In connection with the relocation of its meters the Company, after a reasonable attempt to consult with the

(General Information - Continued on Leaf No. 64.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

INITIAL EFFECTIVE DATE: 03/01/99

STAMPS:

LEAF: 64.0

REVISION: 0

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(N) Tampered Equipment - Continued

(b) - Continued

responsible party may determine the new location of the meters. It will then specify the type and manner of installation and connection to the service terminating equipment and present this information to the responsible party. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility.

(O) Inability to Obtain Access to Terminate Service:

In the event that the Company has sent a Customer notice of its intention to terminate service for non-payment, or the Company is seeking to terminate service to a meter for which there is no Customer of record, and thereafter the Company is unable to disconnect service because a Company representative has attempted to gain access to the meter and has been affirmatively denied access:

- (1) The Company shall send a notice to the Customer or occupant and the responsible party, requesting access to the meter at one of several appointed times within thirty days. The notice shall include a Company phone number and address to be used to advise the Company as to the time selected.

(General Information - Continued on Leaf No. 65.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(O) Inability to Obtain Access to Terminate Service - Continued

- (2) If the Company, acting with diligence, is thereafter unable to gain access to the meter, it may add a charge to the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, equal to its estimate of the gas used on the premises starting after the thirty-day period provided for in paragraph (1) hereof, and continuing for the period in which the condition persists. Such charge shall be separately calculated and itemized for each account included in the estimate. The estimated charge will be adjusted after the meter is read to reflect actual usage. Also, the Company may seek permission from the Public Service Commission to relocate all or part of its metering equipment to a location outside the building. In connection with the relocation of its meters the Company, after a reasonable attempt to consult with the responsible party, may determine the new location of the meters. It will then specify the type and manner of installation and connection to the service terminating equipment and metering equipment and present this information to the responsible party. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any such relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, and if there is no common facility it shall be divided equally between the Company and the account of the owner or occupant.

(General Information - Continued on Leaf No. 66.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
INITIAL EFFECTIVE DATE: 03/01/99
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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(O) Inability to Obtain Access to Terminate Service - Continued

- (3) The Company's procedures for termination of service when there is no Customer of record shall not be inconsistent with the procedures applicable under the Public Service Commission's rules for termination of service when there is no Customer of record.

(P) Applicability of Charges and Terminology:

- (1) The charges provided for in paragraphs (N) and (O) hereof shall in all respects be treated in the same manner as other charges for service, and failure to pay them shall constitute grounds for discontinuance of service.
- (2) As used herein:

Responsible party means the Customer for the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, or the Customer of record, where the meter is located inside the apartment. Where one tenant rents or leases the entire premises and in turn sublets, the sublessor shall be deemed the responsible party and the Rate Schedule shall apply as described in paragraph (N) (2).

(General Information - Continued on Leaf No. 67.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(P) Applicability of Charges and Terminology - Continued

(2) - Continued

Notices by the Company shall be sent by certified mail or mailgram. All time periods related to notices in these provisions shall be measured from the date the notice is sent. Each notice, other than that requesting access to read the meter, must advise the Customer or responsible party of the right to appeal the Company's application of the provisions of this Rate Schedule to the Consumer Services Division. The notice shall contain an address and telephone number of the Consumer Services Division office and shall expressly invite the Customer to contact that office in cases of dispute concerning liability under the Rate Schedule.

Taking reasonable steps to secure a common meter room is not limited to, but includes, installation of a steel security fireproof door, and a lock. In establishments containing large entrance ways, installation of cinder blocks to constrict the entrance way and/or installation of accordion steel gates, or suitable alternatives, will be required.

(Q) Levelized Payment Plans:

The Company shall offer a levelized payment plan to its Customers at least annually, except that the Company is under no obligation to, but may, offer such a plan to the following non-residential Customers:

(General Information - Continued on Leaf No. 68.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(Q) Levelized Payment Plans - Continued

- (1) those with less than 12 months of billing history at the premises or seasonal, short-term or temporary Customers;
- (2) those in arrears or those who for any reason ceased being billed on a previous levelized payment plan before the end of the plan year in the past 24 months; or
- (3) interruptible, temperature controlled or dual fuel Customers, or those whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty;

The Company may only remove a non-residential Customer from its levelized payment plan if the Customer becomes ineligible under subparagraph (1), (2), or (3) of this paragraph. However, if delinquency is the cause of the ineligibility, the Company must first give the Customer the opportunity to become current in payment, provided that such an opportunity need be given only once in any 12 month period.

Each levelized bill shall clearly identify consumption and the amount that would be due without levelized billing.

(General Information - Continued on Leaf No. 69.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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REVISION: 0

SUPERSEDING REVISION:

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(R) Deferred Payment Agreements:

The Company will offer any eligible Customer or applicant a deferred payment agreement as required by 16 NYCRR Section 11.10 for residential Customers and 16 NYCRR Section 13.5 for non-residential Customers which sets forth in detail the procedures summarized here. The agreement offer will be made to residential Customers in duplicate on the forms set forth on Leaves 220.0 to 223.0 of this tariff and to non-residential Customers on the form set forth on Leaves 216.0 to 219.0.

(1) Residential Customers:

Eligibility:

All residential Customers and applicants are eligible for an agreement unless the Customer has broken an existing payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission determines that the Customer or applicant has the resources to pay the bill.

Written Offers:

A specific written offer will be made to eligible Customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a Customer has broken an agreement that was for a shorter period than the standard agreement.

(General Information - Continued on Leaf No. 70.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(R) Deferred Payment Agreements - Continued

(1) Residential Customers - Continued

Negotiating Agreements:

Before making a written offer, the Company will make a reasonable effort to contact eligible Customers or applicants in order to negotiate agreement terms that are fair and equitable considering the Customer's financial circumstances. The Company may, at its discretion, require the Customer to complete a form showing his or her assets, income and expenses and provide reasonable substantiation of such information, and if it does so, it shall treat all such information confidentially. The Company also may postpone a scheduled termination for up to 10 days for the purpose of negotiating an agreement.

The Standard Agreement:

If the Company and the Customer or applicant are unable to agree upon specific terms, the Company will offer an agreement with the following terms:

(General Information - Continued on Leaf No. 71.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(R) Deferred Payment Agreements - Continued

(1) Residential Customers - Continued

The Standard Agreement - Continued

- (a) a down payment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount;
- (b) and monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

Entering the Agreement:

The copy of the written agreement must be signed by the Customer and returned to the Company along with any required down payment in order to be valid and enforceable. In the case of Customers who are subject to a final notice of termination, the signed agreement must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid termination. If the agreement is not signed and returned as required along with any required down payment, the Company shall have the right to terminate service.

(General Information - Continued on Leaf No. 72.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
INITIAL EFFECTIVE DATE: 03/01/99
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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(R) Deferred Payment Agreements - Continued

(1) Residential Customers - Continued

Renegotiating Agreements:

If a Customer or applicant demonstrates that its financial circumstances have changed significantly because of circumstances beyond the Customer's control, the Company will amend the terms of the agreement to reflect such changes.

Broken Agreements:

If a Customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final notice of termination. If a Customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR Section 11.4 of the Regulations and General Rule III 12, "Termination of Service", of this tariff.

(2) Non-Residential Customers:

The offer of a deferred payment agreement to an eligible non-residential Customer shall be in writing and shall be made at least five days before the termination of service for non-payment, or eight days if mailed. The offer may require the Customer to make a downpayment of up to 30 percent of the

(General Information - Continued on Leaf No. 73.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

INITIAL EFFECTIVE DATE: 03/01/99

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REVISION: 0

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(R) Deferred Payment Agreements - Continued

(2) Non-Residential Customers - Continued

arrears on which a termination notice is based or twice the Customer's average monthly usage, whichever is greater, plus any charges billed after issuance of the termination notice which are in arrears when the agreement is made. In the event of a field visit to physically terminate service the downpayment amount may be increased to the greater of 50 percent of the arrears or four times the average monthly usage, plus the charges in arrears as previously defined. The agreement may also require the payment of late payment charges, as well as the balance due in monthly installments of no higher than the cost of the Customer's average monthly usage or one-sixth of the balance, whichever is greater. Deferred payment agreements shall be offered to non-residential Customers when a backbill exceeds the cost of twice the Customer's average monthly usage or \$100, whichever is greater, provided however, that the Company shall not be required to offer an agreement when the Customer knew or reasonably should have known, that the original billing was incorrect. These agreements may require the Customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the Customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater.

(S) Heating Value Adjustment:

(1) Billing Zones:

The Company's service territory will be divided into billing zones. The heating value of gas deliveries within each established zones will be relatively uniform. (See Leaf No. 184.0 for Billing Zones.)

(General Information - Continued on Leaf No. 74.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

LEAF: 74

COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/08

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STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(S) Heating Value Adjustment - Continued

(2) Therm Factor:

- (a) Development - The volume and heating value of daily gas deliveries from each of the Company's suppliers and of gas from any other sources will be compiled and a therm factor will be established for each zone.
- (b) Billing Application - The Customer's metered gas consumption in Ccf will be multiplied by the applicable therm factor to determine the Customer's usage in therms. The metered consumption in Ccf, the therm factor and the equivalent consumption in therms will be indicated on the Customer's bill.

(T) Fixed Factor Billing:

For Customers receiving gas at pressures higher than the Company's normal delivery pressure, the Company may use a fixed factor method of determining actual usage in lieu of the installation of pressure-temperature volume correcting integrating devices. The fixed factor method permits the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of a gas meter which is maintained at a constant pressure.

- (1) In instances where the fixed factor method is used, the amount of gas determined from the meter reading shall be multiplied by a factor derived from the following formula:

$$\frac{(Pb + Pm)(Fpv)^2}{PB} = \text{Billing Multiplier}$$

(General Information - Continued on Leaf No. 75.0)

Issued By: Robert N. Hoglund, Senior Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
INITIAL EFFECTIVE DATE: 03/01/99
STAMPS:

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GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(T) Fixed Factor Billing - Continued

(1) - Continued

where P_b is the average barometric pressure (14.73), calculated for the Company's service area, measured in pounds per square inch absolute;

P_m is the delivery or metering pressure measured in pounds per square inch gauge;

P_B is the base pressure (14.95) measured in pounds per square inch absolute; and

F_{pv} is the supercompressibility factor based on 0.6 specific gravity hydrocarbon gas @ 60°F temperature.

(2) Where the average barometric pressure varies by more than 0.10 psia within the Company's franchise system, the average barometric pressure for that geographic location shall be calculated based on that location's elevation above sea level.

(3) At each installation where fixed factor billing is used:

(a) The outlet set pressure to the Customer's meter will be maintained under operating conditions at $\pm 1.0\%$ of the pressure absolute.

(General Information - Continued on Leaf No. 76.0)

Issued By: Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003

(Name of Officer, Title, Address)

GENERAL INFORMATION - Continued

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

8. Metering and Billing - Continued

(T) Fixed Factor Billing - Continued

(3) - Continued

- (b) Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw.
- (c) All regulators and pressure compensating indexes used in fixed factor measurement shall be clearly identified.
- (4) The Company shall, at each location, provide a means of verifying the outlet set pressure initially and at periodic intervals thereafter.
- (5) The Company shall maintain records of each fixed factor installation.
- (6) The Company shall maintain a file of regulator manufacturer's data sheets covering regulator(s) in fixed factor measurement service.
- (7) No fixed factor installation shall be made where the resulting measurement error is in conflict with the Public Service Commission's Rules and Regulations (16 NYCRR, Part 226.2).

(U) Dishonored Payment Charge

A charge of \$12.00 per instrument on gas-only accounts shall apply to an applicant or Customer making payment by a negotiable instrument that is subsequently dishonored.

(General Information - Continued on Leaf No. 76.1)

Issued By: Robert N. Hoglund, Senior Vice President & Chief Financial Officer, 4 Irving Place, New York, NY 10003

(Name of Officer, Title, Address)

PSC NO: 9 GAS

LEAF: 76.1

COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.**

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/10

SUPERSEDING REVISION: 2

STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

GENERAL INFORMATION - Continued

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

8. Metering and Billing – Continued

(V) Reconnection Charges

A reconnection charge shall apply when the Company sends an employee to the Customer's premises to re-establish service to a Customer whose service has been discontinued for non-payment of a deposit or for any of the rates and charges billed pursuant to the Company's Schedule for Gas Service. The charge for re-establishment of service to a Service Classification ("SC") No. 1 Rate I Customer or corresponding SC No. 9 Rate (A)(1) Customer shall be \$65.00 each time. The charge for re-establishment of gas service to all other gas Customers excluding SC No. 3 Rate II customers and corresponding SC No. 9 Rate (A)(6) customers, shall be \$245.00 each time, except as noted below.

For the period October 1, 2010 through September 30, 2013 (the term of the Gas Rate Plan in Case 09-G-0795), the charge for re-establishment of gas service to SC No. 1 Rate II and SC No. 3 Rate II (Low income) Customers or SC No. 9 Rate (A)(1) and (A)(6) Low Income Customers shall be waived for the first occurrence, unless the fee waiver program ends prior to September 30, 2013, as explained below. After the first occurrence, the reconnection charge for each low income customer being served under SC No. 1 or 3, Rate II or SC No. 9 Rate (A)(1) or (A)(6) shall be \$65.00 for each additional occurrence. The Company may grant reconnection fee waivers to individual customers more than once, on a case-by-case basis and for good cause shown, provided that the Company does not forecast that it will exceed a program target of \$225,000 over the term of the Gas Rate Plan. The fee waiver program will end once the cost of the program exceeds \$225,000 during the term of the Gas Rate Plan. If the Company forecasts, based on quarterly reported data from at least the first six months of the Gas Rate Plan, that the \$225,000 program target will be exceeded over the term of the Gas Rate Plan, the Company may, in accordance with the terms of the Gas Rate Plan, limit the reconnection fee waiver to no less than fifty percent of the total reconnection fee so that the estimated three-year cost of waived reconnection fees does not exceed \$225,000. Street reconnections shall be performed at cost and recover, where applicable the costs of labor, material, corporate overhead and taxes.

Any reconnection fees waived in a rate year will be recovered through the Low Income Reconciliation Adjustment component of the MRA over a twelve month period commencing the following October 1, including the rate year following the end of the Rate Plan period.

(General Information - Continued on Leaf No. 77)

Issued By: Robert N. Hoglund, Senior Vice President & Chief Financial Officer, 4 Irving Place, New York, NY 10003

(Name of Officer, Title, Address)