



**APPLICATION FOR SC 9 INTERRUPTIBLE OR OFF-PEAK FIRM
TRANSPORTATION AND SALES SERVICE FOR EXISTING CUSTOMERS
TRANSFERRING FROM OTHER GAS SERVICE CLASSIFICATIONS**

Welcome! This is your application to Consolidated Edison Company of New York Inc. ("Con Edison" or "the Company") for Transportation Service under Service Classification ("SC") No. 9 of our Schedule for Gas Service.

A. CURRENT ACCOUNT INFORMATION

Current Account No.: _____
(Your account number appears on your Con Edison Bill)

Account Name: *List the name(s) of the person(s) and/or business who owns or leases the premises where service is supplied.*

Account Address: *Please enter the address where you receive gas service.*

Phone No.: _____ Fax No.: _____

B. OPERATIONS INFORMATION

List the name, address and telephone number of the person whom Con Edison should contact in the event of a service curtailment:

Name of Operations Manager or Authorized Representative: _____

Address: _____

Telephone Numbers:

During Business Hours: *(specify)* _____ Fax No.: _____

All other hours: _____ Fax No.: _____
including weekends and holidays *(specify)*.

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C. SELLER INFORMATION

Please provide below the name of your natural gas supplier ("Seller") and Agent who will perform your nominating and scheduling responsibilities with pipelines. Your Seller and Agent may be the same party. You must also complete the Agency Agreement Form on page 4.

Seller Name: _____

Agent Name: _____

D. BALANCING OPTION SELECTION

(Required for an Interruptible or Off-Peak Firm Customer who *does not* have a Seller under SC 20)

Indicate below by an "X" the type of Balancing Service you select.

Daily Balancing Monthly Balancing Group Balancing

Each month a Customer may change the balancing option on written notice given to the Company in accordance with Con Edison's operating procedures.

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E. TERM OF SERVICE *(To be completed by Off-Peak Firm Customers only)*

It is important that you make the next selection carefully because the initial term of service you elect will determine the rates you are charged. (Contact the Con Edison Representative at the phone number listed on your monthly bill.)

- One Year (MINIMUM) Two Years Three Years Other *(Specify)* _____

F. ADDITIONAL INFORMATION

The term of this agreement is for one year from the date of commencement of service with automatic renewal for successive annual terms thereafter, unless otherwise specified in Part E above and in accordance with Con Edison's Schedule for Gas Service.

If the Customer foresees a significant change in the quantity or schedule of gas use over the term of service as compared with the preceding twelve month period, the Customer should notify Con Edison in writing or contact the Company Representative at the phone number listed on your monthly bill.

Customer warrants that, at the time gas is delivered to Con Edison for transportation, the Customer will have good and merchantable title to all such gas free and clear of all liens, encumbrances and claims whatsoever. The Customer shall indemnify Con Edison and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to Con Edison for transportation.

This application and the furnishing of, and payment for, gas service hereunder are subject in all respects to the provisions of the Company's Schedule for Gas Service, now on file with the Public Service Commission, and its Operating Procedures and any amendments thereof, and to the rules, regulations, terms and conditions therein set forth, applicable to the particular service to be supplied hereunder.

G. SIGNATURE

To the best of my knowledge, the information provided here is accurate and no attempt has been made to misrepresent the facts.

Full Name of Customer: _____

Signature of Customer or Authorized Representative or Agent: _____

Mailing Address: _____

Date: _____

(FOR COMPANY USE ONLY)

Received By: _____ Date: _____

Approved By: _____ Date: _____

Service Commencement Date: _____



Gas Supply - Transportation Services
 Consolidated Edison Company of New York, Inc.
 4 Irving Place, New York, New York 10003
 Room 2315-S
 Phone: (212) 460-6250; Fax: (212) 529-1452

SC 9 AGENCY AGREEMENT

This confirms that I, _____
 (“Customer”)

have authorized _____,
 (“Agent”)

who is qualified as an authorized Seller, to act as my Agent in performing the following functions for the account(s) listed below: (1) arrange gas transportation services from Con Edison; (2) nominate, schedule, and perform other gas control functions in connection with Con Edison’s gas transportation services; (3) execute all associated agreements, forms and other documents required to arrange for gas transportation services from Con Edison, (4) request information about my credit from Con Edison; (5) select among the various service options available to me; and/or (6) pay the pipeline for all applicable charges associated with the use of released capacity to serve my account(s);

all in accordance with the requirements prescribed by Con Edison’s Gas Tariff and Statement of Operating Procedures (as amended from time to time).

Con Edison should consider the nominating, scheduling, and other gas control functions performed by Agent as those of Customer. Customer will indemnify Con Edison and hold it harmless from any liability (including reasonable legal fees and expenses) that Con Edison incurs as a result of Agent’s negligence or willful misconduct in its performance of agency functions on Customer’s behalf.

Customer Information

Con Edison Account No.: _____

Service Address: _____

Agent shall be responsible for maintaining this agreement on file and may be required to furnish a copy to Con Edison upon request, at any time, during the term of such agreement. Agent shall be deemed to be acting on my behalf, so long as Agent continues to qualify as a Seller under Con Edison’s Tariff or until I notify Con Edison that Agent is no longer my agent.

Very truly yours,

Date: _____ Customer Signature _____