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Consolidated Edison Company of New York, Inc.

SCHEDULE
FOR
GAS SERVICE

Applicable in
Company's Entire Territory in
the Boroughs of Manhattan, The Bronx and
Queens, City of New York;
and in the County of Westchester

(Subsequent Changes Will be Effective as Shown on Individual Leaves)

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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Service Classification No. 12 - Dual-Fuel Sales Service (DFSS)

Service Classification No. 20 - Transportation Receipt Service (TRS)

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General Information - Continued
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APPLICABLE TO (Territory or Area)	FOR (Service classified according to use or uses as shown on service classification leaves)	NUMBER Service Classification	Leaf
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Addendums as listed below:

Individually Negotiated Contracts

Uniform Business Practices (“UBP”), as adopted by the New York State Public Service Commission in Case 98-M-1343.

Uniform Business Practices – Distributed Energy Resource Suppliers (“UBP-DERS”), as adopted by the New York State Public Service Commission in Case 15-M-0180.

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GENERAL INFORMATION

The headings used throughout this Tariff are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the Tariff's provisions.

I. Territory to Which the Rate Schedule Applies

That portion of the City of New York comprising the Boroughs of Manhattan and The Bronx, and the First and Third Wards of the Borough of Queens, and the territory within the following municipalities, in the County of Westchester:

City of Mount Vernon
City of New Rochelle
City of Peekskill
City of Rye
City of White Plains
City of Yonkers
Town of Bedford
Town of Cortlandt
Town of Eastchester
Town of Greenburgh
Town of Harrison
Town of Mamaroneck
Town of Mount Pleasant
Town of New Castle
Town of North Castle
Town of Ossining
Town of Pelham
Town of Rye
Town of Scarsdale
Town of Somers
Town of Yorktown

Village of Ardsley
Village of Briarcliff Manor
Village of Bronxville
Village of Buchanan
Village of Croton
Village of Dobbs Ferry
Village of Elmsford
Village of Hastings
Village of Irvington
Village of Larchmont
Village of Mamaroneck
Village of Mount Kisco
Village of North Tarrytown
Village of Ossining
Village of Pelham
Village of Pelham Manor
Village of Pleasantville
Village of Port Chester
Village of Rye Brook
Village of Scarsdale
Village of Tarrytown
Village of Tuckahoe

(General Information - Continued on Leaf No. 10.0)

GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule

Abbreviations:

cu ft	cubic feet
Btu	British thermal unit(s)
Therm	100,000 Btu
Public Service Commission	Commission
Service Classification	SC
Federal Energy Regulatory Commission	FERC
AMI meter	Advanced Metering Infrastructure equipped meter
AMR meter	Automated Meter Reading equipped meter

Definitions:

- **"Access Controller"** is a party known to the Company to be in control of access to the metering equipment of a Customer, and to have an active account of its own with the Company.
- **"Actual Reading"** is one obtained by the Company from the meter, a remote registration device attached thereto, or a remote reading.

(General Information - Continued on Leaf No. 11)

GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

- **"Adjusted Gas Revenue"** means the revenue realized from the base rates applicable to Service Classification Nos. 1, 2, 3, and 13, and from the corresponding firm transportation rates applicable to Service Classification No. 9, excluding the charges for the first three therms (minimum charge).

- **"Arrears"** are charges for which payment has not been made more than 20 calendar days after payment was due.

- **"Authorities"** includes the Public Service Commission of the State of New York, the municipal authorities and any other agencies legally authorized to regulate or inspect the Customer's installation or equipment.

- **"Backbill"** is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the Customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or Customer readings (commonly called a catch-up bill) which exceeds by 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

- **"Business Day"** is any Monday through Friday when the Company's service centers are open.

- **"Business District"** is an area that is predominantly commercial, including the following:
  a. Shopping Malls/Centers and
  b. Streets where ≥ 50% of the buildings are stores, shops, factories, plants and/or office buildings, but
  c. Excluding all residential premises

- **"Company"** or **"Con Edison"**, means Consolidated Edison Company of New York, Inc.

- **"Company Deficiency"** means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of the Public Service Commission, the Company's tariff, or the Company's written business procedures.

(General Information - Continued on Leaf No. 12)

GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

- **"Critical Care Customer"** refers to any Interruptible or Off-Peak Firm customer premise that provides life-saving or life-sustaining service, including the delivery of newborns, (i.e., hospitals providing critical care, nursing homes, assisted living facilities, rehabilitation centers, correctional facilities, homeless shelters, public schools providing emergency shelter or refuge during a declared emergency, or other designated areas of refuge, identified on an annual basis by local or state governmental agency), where public safety could be affected by a need to relocate the occupants. All other Customers will be considered Non-Critical Care.

- **"Customer"** includes both a present consumer of and an applicant for the Company's service.

- **"Deferred Payment Agreement"** is a written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a Company representative and the Customer, and each must receive a copy, before it becomes enforceable by either party.

- **"Delinquent Non-Residential Customer"** is a Customer who has made a late payment on two or more occasions within the previous 12 month period.

- The **"GTOP"** or **"Sales and Transportation Operating Procedures"** provides Customers taking service under SC 9 and SC 12 and Sellers taking service under SC 20 with additional details about their rights and responsibilities under those service classifications.

- **"Interval Meter"** means a meter with communications capability that records gas usage in increments of 60 minutes or less and includes meters installed under the Company's AMI program.

- **"Interval Metering"** means the measurement of a Customer's Gas usage by means of an Interval Meter.

- **"Late Payment"** means any payment made more than 20 calendar days after the date payment was due. Payment is due whenever specified by the Company on its bill, provided such date does not occur before personal service of the bill or 3 calendar days after the mailing of the bill.

- **"Levelized Payment Plan"** is a billing plan designed to reduce fluctuations in a Customer's bill payments due to varying, but predictable, patterns of consumption.

- **"Local RNG Production"** refers to Renewable Natural Gas production facilities interconnected directly to the Company's gas distribution facilities in accordance with the Company's RNG Interconnection Procedures, as specified in the Gas Sales and Transportation Operating Procedures. The gas quality requirements and operating procedures applicable to Local RNG Production are provided in the Gas Sales and Transportation Operating Procedures. Any and all costs necessary to interconnect local RNG supplies shall be funded by developers rather than customers.

(General Information - Continued on Leaf No. 13)

GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

- **"Main"** means a pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

- **"New Customer"** is a Customer who was not the last previous Customer at the premises to be served, regardless of whether such Customer previously was or is still a Customer of the Company at a different location.

- **"Non-Business District"** is an area that is predominantly residential or is not otherwise designated as a Business District.

- **"Non-Residential Applicant"** is any person, corporation or other entity who has requested service under this Rate Schedule who is not a residential applicant.

- **"Non-Residential Customer"** is any person, corporation or other entity supplied with service under this Rate Schedule and pursuant to an accepted application for service who is not a residential Customer.

- **"Payment"** is considered to be made on the date when it is received by the Company or one of its authorized agents.

- **"Point of Service Termination"** means the point at which the Company terminates its service pipe and the Customer begins his/her piping.

- **"Public Right-of-Way"** means the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.

- **"Rate Schedule"**, also sometimes referred to as the "Tariff", means the Company's Schedule for Gas Service as filed with the New York Public Service Commission.

(General Information - Continued on Leaf No. 14)

GENERAL INFORMATION - Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule - Continued

- **"Residential Applicant"** is any person who requests gas service at a premises to be used as his or her residence or the residence of a third party on whose behalf that person is requesting service where:

  (a) the Company's effective tariff specifies a residential rate for such service;

  (b) such service will primarily be used for the user's residential purposes, the applicant has so notified the Company, and the applicant will be receiving service under a rate not normally used for residential service; or

  (c) the Company knows or reasonably should have known that any such service will be provided through a single meter to both units of a two-family dwelling.

- **"Residential Customer"** or **"Current Residential Customer"** refer to any person who, pursuant to an application for service made by such person or a third party on his or her behalf, is supplied directly by the Company with gas service at a premises used in whole or in part as his or her residence where:

  (a) the Company's effective tariff specifies a residential rate;

  (b) service is primarily used for his or her residential purposes, the Customer has so notified the Company, and the Customer is receiving service under a rate not normally used for residential service; or

  (c) the Company knows or reasonably should have known that any such service is provided through a single meter to both units of a two-family dwelling.

(General Information - Continued on Leaf No. 15)

Effective date postponed to 12/01/2019. See Supplement No. 90.

GENERAL INFORMATION – Continued

II. Definitions and Abbreviations of Terms Used in this Rate Schedule – Continued

- **"Rules"**, **"Regulations"**, **"Rules and Regulations of the Public Service Commission"**, or any combination thereof, refer to the rules and regulations duly adopted by the Public Service Commission for publication in Title 16 of the State of New York Official Compilation of Codes, Rules and Regulations (NYCRR), and to any lawful orders of the Public Service Commission.

- **"Seasonal Customer"** is a Customer who applies for and receives service periodically each year, intermittently during the year, or at other irregular intervals.

- **"Service"** or **"Gas Service"** means the supply of gas provided by the Company.

- **"Service Line"** means a piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a Customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outlet of the meter if the piping continues into the structure above ground, and at the outside of the building foundation wall if the piping returns underground before entering the structure.

- **"Short-Term or Temporary Customer"** is:
  (a) a non-residential Customer who requests or receives service for a period of time up to two years; or
  (b) a residential Customer who requests or receives service for a period of time up to one year.

- **"Tampered Equipment"** means any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of the Company's service, or to unauthorized connection occurring after the Company has physically disconnected service.

- **"Uniform Business Practices"** and the abbreviation **"UBP"** refer to the Uniform Business Practices applicable to retail access adopted by the Public Service Commission in Case 98-M-1343, as may be amended from time to time by the commission, and set forth in Addendum-UBP to this rate schedule.

- **"Uniform Business Practices – Distributed Energy Resource Suppliers" ("UBP-DERS")** means the Uniform Business Practice rules adopted by the Commission in Case 15-M-0180, as may be amended from time to time by the Commission, and as set out in Addendum-UBP-DERS to this Rate Schedule. The UBP-DERS is applicable to all Distributed Energy Resource ("DER") suppliers that participate in a Commission-authorized and/or Company or Distributed System Platform-operated program or market with respect to transactions between the DER supplier and the customer of a distribution utility in New York State.

- **"Winter Period"** or **"Heating Season"** means the period commencing at 10:00 AM on November 1 and ending at 10:00 AM on the following April 1 (i.e, November 1 and ending the following March 31).

(General Information - Continued on Leaf No. 16)

Effective date postponed to 12/01/2019. See Supplement No. 90.

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

1. How to Obtain Service

(A) Applications:

(1) An application for gas service by the owner or occupant of a building or premises may be made at any service center of the Company or to a duly authorized representative of the Company. An application for gas service may be made by telephone, by mail, or by calling in person at any service center of the Company, except that a written application from a non-residential applicant may be required at any time at the request of the Company. The Company may require an applicant to provide reasonable proof of the applicant's identity as a condition of service. The Company may require an applicant for residential service to complete a written application and provide documentation in accordance with Public Service Commission regulations under the following conditions:

(a) there are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or

(b) there is evidence of meter tampering or theft of service; or

(c) the meter has advanced and there is no Customer of record; or

(d) the application is made by a third party on behalf of the person(s) who would receive service. Written applications shall be upon the appropriate form set forth in this Rate Schedule.

All applications, including oral applications for service, and the furnishing of service thereunder, and applications for extensions of gas mains or connections thereto, are subject in all respects to the lawful orders of the Public Service Commission, and to the provisions of the Rate Schedule of the Company on file with the Commission and any subsequently effective revisions thereof.

Upon the acceptance by the Company of a Customer's application for service and in each case upon the Customer's compliance with all applicable rules, regulations, terms and conditions as required for the availability and beginning of service under the Service Classification applied for, the Company will duly supply service as may be required for the building or premises for which service is requested. Unless the applicant specifies a later time, the Company shall provide service within five business days of receipt of a completed application from a residential applicant or within ten business days after receipt of a completed application from a non-residential applicant, except as provided in the Public Service Commission's rules. An application or agreement for service or for extension of gas mains or connection thereto shall not be modified or affected by any promise, agreement or representation, orally or in writing, by any agent or employee of the Company, except as expressly provided in this Rate Schedule.

(General Information - Continued on Leaf No. 17)

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

1. How to Obtain Service - Continued

(A) Applications - Continued

(1.1) Customer Consent to Contact

By accepting gas service from the Company pursuant to the terms of this Rate Schedule, and by providing the Company a wireless telephone number, the customer hereby expressly consents to receive autodialed and prerecorded/automated calls and texts (collectively, "calls") closely related to utility service, unless the customer opts out as described below. Such calls shall be limited to calls that warn/inform the customer about planned or unplanned service outages; provide updates about service outages or service restoration; request confirmation of service restoration or information about lack of service; provide notification of meter work, or other field work that affects the customer's utility service; advise customer of possible eligibility for subsidized or lower-cost services due to certain qualifiers such as, e.g., age, low income or disability; or relate to handling, servicing, and billing for the customer's account. Calls may include contact from companies working on the Company's behalf to service the customer's account. Message and Data rates may apply. The customer may stop these types of messages by replying STOP in response to a text message, or by contacting the Company to request removal of their phone number using the following:

- Call Customer Service at 1-800-752-6633
- via email to customerservice@coned.com
- via regular mail to the following address: Con Edison Attn: Customer Service, Cooper Station P.O. Box 138, New York, NY 10276-0138

(General Information - Continued on Leaf No. 18)

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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

1. How to Obtain Service - Continued

(A) Applications - Continued

(2) Denial of Application:

(a) The Company shall not deny an application for service except in a written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application.

(b) The written notice of denial shall:

(i) state the reason(s) for the denial;

(ii) specify what the applicant must do to qualify for service; and

(iii) advise the applicant of the right to an investigation and review of the denial by the Public Service Commission or its authorized designee if the applicant considers the denial to be without justification, and identify the appropriate address and telephone number of the Commission.

(c) The Company shall advise any applicant who submits an incomplete application, in writing and within three business days after receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

(General Information - Continued on Leaf No. 19.0)

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

1. How to Obtain Service - Continued

(B) Residential Security Deposits:

(1) Definition:

The term "Delinquent" for purposes of assessment of a deposit from a residential Customer shall mean a Customer who:

(a) accumulates two consecutive months of arrears and fails to pay one-half of the total arrears within at least 20 days of the date payment is due provided that the Company requests such deposit within two months of such failure to pay; or

(b) had service terminated for non-payment during the preceding six months.

(2) The Company may require a security deposit from seasonal, short-term, and delinquent Customers and applicants and from new residential Customers and applicants who do not provide proof of their identity upon application for service. The Company may withhold or discontinue service for failure to pay a required deposit.

(General Information - Continued on Leaf No. 20.0)

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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

1. How to Obtain Service - Continued

(B) Residential Security Deposits - Continued

(3) The deposit required from gas space heating applicants or Customers may be two times the estimated average monthly bill for the heating season. The deposits required from others may be two times the estimated average monthly bill for a calendar year.

(4) If the Company intends to required a deposit from a delinquent Customer with two consecutive months of arrears, it shall provide the Customer written notice, at least 20 days before it may assess a deposit, that the failure to make timely payment will permit the Company to require a deposit from the Customer. The Company shall permit a delinquent Customer to pay the deposit in installments over a period not to exceed twelve months.

(5) The Company shall not demand or hold a deposit from:

(a) any residential Customer who is 62 years of age or older unless the Customer has had service terminated by the Company for non-payment of bills within the preceding six months; or

(b) any Customer who is known by the Company to be a recipient of public assistance, supplemental security income, or additional state payments.

(General Information - Continued on Leaf No. 21.0)

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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

1. How to Obtain Service - Continued

(B) Residential Security Deposits - Continued

(6) The Company will annually review residential accounts which are secured by deposits and refund or credit the deposit to the account of a residential Customer who has not been delinquent in the payment of bills during the past year. Deposits will be credited with simple interest at the rate prescribed from time to time by the Public Service Commission. A deposit plus accrued interest may be credited to the Customer's account only to the extent of current charges and the charges of the next succeeding monthly bill, and any balance will then be paid to the depositor. Simple interest shall be paid to the Customer upon the return of the deposit, or where the deposit has been held for a period of one year, simple interest shall be credited to the Customer on the first bill rendered for service after one year. Deposits that are not refunded after one year will be reviewed for refund annually thereafter in accordance with the foregoing criteria.

(C) Non-Residential Security Deposits:

(1) Customers Subject to Deposit Requests:

The Company may require the payment of a security deposit from an applicant or a new Customer. The Company may require the payment of a security deposit from an existing Customer:

(a) who is delinquent;

(b) as to whom the Company has reliable evidence that the Customer's financial condition is such that it is likely that the Customer may default in the future;

(General Information - Continued on Leaf No. 22.0)

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

1. How to Obtain Service - Continued

(C) Non-Residential Security Deposits - Continued

(1) Customers Subject to Deposit Requests - Continued

(c) who has filed for reorganization or bankruptcy; or

(d) who has been rendered a backbill within the last twelve months for previously unbilled charges for service through tampered equipment.

Customers required to pay deposits under clauses (a) or (b) of this paragraph shall have the opportunity to pay in three installments, 50 percent down and two equal monthly payments of the balance.

Security deposit requirements for Marketers and Direct Customers taking service under SC 20 are subject to the security deposit requirements specified in SC No. 20 of this Rate Schedule and the UBP

(2) Deposit Calculation:

The amount of a deposit shall not exceed twice the Customer's average monthly usage, except in case of a Customer whose usage varies widely, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.

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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

1. How to Obtain Service - Continued

(C) Non-Residential Security Deposits - Continued

(3) Deposit Review:

The Company shall, not later than the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every Customer from whom it holds a deposit to assure that the deposit conforms to the limitations contained in the previous paragraph. If a deposit review shows that the deposit held is at least 25 percent more or less than the amount that may be required, the Company may, if the deposit is less, require the payment of a corresponding additional deposit from the Customer, and shall, if the deposit is more, refund the excess deposit to the Customer. Upon a Customer's request for a downward revision of the deposit, substantiated by the Customer's billing history and a permanent documented change in load and consumption, the Company shall refund any portion of the deposit found to be excessive.

(4) Deposit Alternatives:

The Company shall accept deposit alternatives which provide a level of security equivalent to cash.

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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

1. How to Obtain Service - Continued

(C) Non-Residential Security Deposits - Continued

(5) Interest:

Cash deposits shall accrue interest at a rate prescribed by the Public Service Commission. Interest shall be paid upon the return of the deposit or, where the deposit has been held for a year or more, credited to the Customer no later than the first bill after the next first day of October and annually thereafter. Interest shall be applied until the day a deposit is applied as a credit or refunded.

(6) Deposit Return:

The Company shall return a deposit or portion thereof plus applicable interest, within 30 calendar days after:

(a) the account is closed;

(b) the issuance date of the first cycle bill after a three year period during which all bills were timely paid, if there is no other basis for requesting a deposit under paragraph (C) (1) of this section; or

(c) a deposit review shows that a deposit reduction is warranted.

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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

1. How to Obtain Service - Continued

(C) Non-Residential Security Deposits - Continued

(6) Deposit Return - Continued

A deposit or portion thereof subject to return under the previous paragraph:

(a) shall be credited to the account it secured in the amount of any outstanding charges;

(b) may be credited to the account it secured in the amount of the next projected cycle bill; or

(c) may be credited to any other account of the Customer not secured by a deposit, in the amount of the arrears on the balance.

A refund check shall be issued to the Customer for any remaining balance.

(7) Further Information on Non-Residential Customer Deposits:

A request for a deposit or a deposit increase shall be in writing. The Company shall issue a receipt to every Customer from whom a deposit is obtained. The rights and responsibilities of the Company and its Customers regarding deposits are subject to the rules of the Public Service Commission.

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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

1. How to Obtain Service - Continued

(D) Permits:

The Company will make, or cause to be made, application for any necessary street permits for installing its service facilities and shall not be required to furnish gas service until a reasonable time after such permits are granted. The Customer shall obtain, or cause to be obtained by the contractor or representative, and present to the Company for registration, all easements, rights-of-way, permits (excepting street permits), consents and certificates necessary to give the Company or its representatives access to the installation and equipment and to enable its service pipe to be connected therewith, or for other purposes in connection with the supply of gas service. No application will be deemed to be complete until all permits (excepting street permits), easements, rights-of-way, consents and certificates have been obtained by the Customer and presented to the Company for registration.

(E) Temporary Service:

Where the use of service will be temporary, the Customer will be required to pay in advance to the Company the estimated non-recoverable cost of the Company's service installation and removal (including any street reinforcement and extension required), as determined by the Company and endorsed on the agreement for service. The Customer shall not be relieved of his obligation to fulfill the term and minimum charge provisions of his agreement for service.

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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

1. How to Obtain Service - Continued

(E) Temporary Service - Continued

Temporary service for the purposes hereof shall include, but shall not be limited to, use of service to non-permanent structures; or to construction sites, fairs, celebrations and other temporary activities; or under circumstances where the Company has reason to believe that the facilities installed by the Company to provide service may not be used for permanent supply.

The Customer's payment hereunder shall be refundable to him if circumstances change after the Customer commences to take service, and the Company has reasonable assurance that the use of the service will not be temporary and that the Company's facilities will be used for permanent supply.

In instances where service will be used for less than 60 days for any purpose or the service installation presents difficulties as to metering, the Company may estimate the amount of the charges for such service according to the Service Classification applied for and specify, by endorsement upon the agreement for service, such amount as the charges for the service.

(F) Emergency Limitation Upon Service:

The Company's offers or supply of gas service, including extensions of mains and of service pipes, are each subject to and modified by the provisions, conditions and limitations from time to time imposed by governmental emergency statutes or by orders, rules, regulations or ordinances promulgated thereunder and are contingent upon the Company's ability to obtain and use the necessary equipment, materials, facilities and labor.

(General Information - Continued on Leaf No. 28.0)

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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

2. Characteristics of Service

(A) General:

The rates and Service Classifications set forth in this Rate Schedule apply only to the supply and use of gas service of such characteristics as are regularly supplied by this Company in the locality in which the building or premises supplied, or for which service is requested, are situated. The characteristics of service are set forth under the individual Service Classifications.

The Company reserves the right to change its system, the kind of gas supplied, and its method of operation from time to time, pursuant to law and the provisions of its Rate Schedule as in its judgment, is necessary or advisable for economical and proper service to the public, subject to the lawful jurisdiction of the Public Service Commission.

3. Installation of Mains and Services

(A) Provision for Gas Service:

When an application for gas service is made to the Company by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company will render the service requested in accordance with the provisions of General Rule III 3 (B) provided that the applicant shall first have:

(1) Assured the Company that he/she will be a reasonably permanent Customer;

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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

3. Installation of Mains and Services - Continued

(A) Provision for Gas Service - Continued

(2) Agreed in writing to pay to the Company:

(a) the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on the Customer's property that exceeds the portion which the Company is required to install without charge;

(b) any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without charge; and

(c) the rates charged to like Customers; and

(3) Furnished reasonable security as to the performance of the Customer's agreement, if required to do so by the Company.

(B) Company Cost Responsibilities:

The Company will furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which will be paid by the Company include the following:

(General Information - Continued on Leaf No. 30.0)

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

3. Installation of Mains and Services - Continued

(B) Company Cost Responsibilities - Continued

(1) The amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation;

(2) Firm Residential Applicant - Non-Heating:

The material and installation costs relating to up to 100 feet of any combination of main and service line measured from the centerline of the public right-of-way (or the main if it is closer to the Customer and development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of-way;

(3) Firm Residential Applicant – Heating:

(a) The material and installation costs relating to up to 100 feet of main and appurtenant facilities and up to 100 feet of service line measured from the centerline of the public right-of-way (or the main if it is closer to the Customer and development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities; but not less than the length of service line necessary to reach the edge of the public right-of-way;

(General Information - Continued on Leaf No. 31)

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

3. Installation of Mains and Services - Continued

(B) Company Cost Responsibilities – Continued

(3) Firm Residential Applicant - Heating – Continued

(b) For a residential structure containing five or more attached dwelling units, where each dwelling unit is individually metered for gas service for heating, the material and installation costs relating to:

(i) 100 feet of main and appurtenant facilities multiplied by the total number of units in the multiple dwelling or the main and appurtenant facilities necessary to provide service to such structures (whichever is less); and

(ii) 100 feet of service line for each applicant, service connections and appurtenant facilities or the length of service line necessary to provide gas service for heating to such applicant (whichever is less);

Options (a) and (b) above for residential heating service may not be combined.

(4) Firm Non-Residential Applicant:

If an applicant which will be a firm, non dual-fuel Customer requests service other than residential service, the material and installation costs relating to:

(a) up to 100 feet of main and appurtenant facilities; and

(b) any service line, service connections and appurtenant facilities located in the public right-of-way;

(5) Firm Dual-Fuel Applicant:

The material and installation costs relating to any main reinforcements and appurtenant facilities, except as discussed in Section III.3. (C) (2) below.

(General Information - Continued on Leaf No. 32)

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

3. Installation of Mains and Services - Continued

(B) Company Cost Responsibilities - Continued

(6) If due to unusual circumstances the actual cost per foot of a particular installation is greater than two times the Company's average cost per foot of new installations for service for the twelve months ended September 30 of the previous year, it may apply to the Commission for relief from so much of General Rule III. 3. (B) as it deems necessary in order to provide the service.

(C) Charges for Additional Facilities:

(1) If, in order to provide service to an applicant, the Company must install mains and appurtenant facilities in addition to those required to be provided without charge under General Rule III. 3. (B), the Company shall impose a surcharge subject to the following provisions:

(a) the surcharge relating to mains and appurtenant facilities including return, depreciation, taxes and maintenance shall not exceed 20 percent per year of the actual reasonable cost of such facilities that exceeds the portion which the Company is required to install without charge to an applicant, if the Company lays a main of 4 inches or less in nominal diameter (in the case of low pressure distribution), or of 2 inches or less in nominal diameter (in the case of high pressure distribution). If the Company lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the

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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

3. Installation of Mains and Services - Continued

(C) Charges for Additional Facilities - Continued

(1) - Continued

(a) - Continued

surcharge shall not exceed 20 percent per year of the estimated reasonable cost of a 4-inch main (in the case of low pressure distribution), or a 2-inch main (in the case of high pressure distribution) unless the estimated consumption of the proposed Customer requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20 percent per year of the actual reasonable cost of such main. The surcharge shall commence when gas service is first available to an applicant and shall be paid ratably for each billing period;

(b) the surcharge shall be reduced by 50 percent of adjusted gas revenues, but the credit shall not exceed the amount of the surcharge as determined above;

(c) whenever more than one Customer is connected to a main extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year a greater percentage from all Customers served from the main extension than that applicable to such extension. The surcharge shall also be reasonably allocated among the Customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each Customer served from such facilities;

(General Information - Continued on Leaf No. 34.0)

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

3. Installation of Mains and Services - Continued

(C) Charges for Additional Facilities - Continued

(1) - Continued

(d) each surcharge shall cease:

(i) whenever the length of a main extension required to be provided without charge to all Customers served from such extension shall equal or exceed the total length of such extension;

(ii) whenever the total adjusted gas revenue from all Customers served from a main extension shall equal or exceed 40 percent of the cost of such extension in excess of that required to be provided without charge, in each of any two consecutive calendar years; or

(iii) after a period of ten years following its commencement;

(e) should the adjusted gas revenue from all Customers served from a main extension exceed the carrying cost of the entire extension, any surcharges or upfront contributions paid by such Customers during the preceding five years shall be refunded to such Customers;

(General Information - Continued on Leaf No. 35)

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

3. Installation of Mains and Services - Continued

(C) Charges for Additional Facilities - Continued

(1) Continued

(f) no surcharge shall be imposed if the total adjusted gas revenue from all Customers served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each of any two consecutive calendar years.

(2) Any firm Customer who commences service on or after October 1, 2004, and who has or who later installs dual-fuel capability, shall reimburse the Company for all costs related to any main reinforcements and appurtenant facilities incurred by the Company on behalf of the Customer, if for any annual period during the first 5 years of service, the Customer's actual usage is less than 50% of the Customer's Annual Allocation, as determined in accordance with the Company's Sales and Transportation Operating Procedures. Reimbursement shall be through a main reinforcement surcharge (MRS), which is subject to the following provisions:

(a) the MRS shall be calculated to recover the actual cost of the main reinforcement and appurtenant facilities, including return, depreciation, taxes and maintenance, and shall be reduced by 50% of any adjusted gas revenue collected from the Customer prior to commencement of the MRS during the first 5 years of service.

(b) the MRS shall commence in the next monthly billing period following the period in which it was determined that the Customer was subject to the MRS.

(c) the amount of the MRS collected in any annual period following its commencement shall not exceed 20% of the amount calculated in subsection (2) (a) above.

(d) the MRS shall be reduced by 50% of adjusted gas revenues collected from the Customer during each month of the Surcharge, but the reduction shall not exceed the monthly amount of the MRS.

(e) each main reinforcement surcharge shall cease:

(i) whenever cumulative adjusted gas revenues collected equal or exceed the cost being recovered through the MRS, or

(ii) after a period of ten years following its commencement,

whichever shall occur first.

(3) A successor to a Customer connected to a gas main extension constructed under General Rule III. 3. (C) "Charges for Additional Facilities" shall, as a condition of receiving service, agree to pay to the Company the rates set forth in the Service Classification under which gas service is to be supplied to the Customer and in addition the amount of surcharge allocable to the Customer under the provisions of General Rule III. 3. (C).

(General Information - Continued on Leaf No. 36)

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

3. Installation of Mains and Services – Continued

(C) Charges for Additional Facilities - Continued

(4) If, in order to provide service to an applicant, the Company must install service lines, service connections and appurtenant facilities in addition to those required to be provided without charge under General Rule III. 3. (B), the Company may impose a charge for material and installation costs as set forth in General Rule IV 2 "Definition of Cost".

(5) The Company may, in its sole discretion, allow the applicant to contribute cash or equivalent trenching or other work in lieu of the surcharge in (C) (1), (2) or (3) and/or equivalent trenching or other work in lieu of the charges in (C) (4) provided that the in-lieu-of contribution alternative is requested by the applicant and that the applicant and the Company agree on the amount or value and all other terms and conditions of the in-lieu-of contribution.

(D) Furnishing of Rights-of-Way or Agreement to Pay Costs:

(1) Each applicant or Customer shall execute and deliver to the Company free from cost, satisfactory permanent easements or rights-of-way to permit the Company to provide service.

(2) The Company shall not be obliged to provide service to any applicant or Customer which has neither:

(a) delivered to the Company satisfactory permanent easements or rights-of-way; nor
(b) requested that the Company obtain such easements or rights-of-way, agreed to pay any costs which the Company incurs in obtaining them and (if required to do so by the Company) furnished reasonable security as to the performance of his/her agreement.

(E) Installation Before Service Required:

Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not immediately desire service, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but shall be entitled to a refund whenever gas service is begun for such part of the expense as the Company is herein before required to assume. The refund shall be the cost of the service lines and appurtenances, less depreciation at the rate of 3 percent per year.

(General Information - Continued on Leaf No. 37)

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

3. Installation of Mains and Services - Continued

(F) Inspection, Maintenance and Replacement of Facilities:

(1) The Company will inspect, test, operate, maintain, replace and reconstruct all mains, service lines, service connections and appurtenant facilities which it uses to supply gas to Customers;

(2) The Company will bear the cost of inspecting, testing and operating all facilities and of maintaining, replacing or reconstructing all main and appurtenant facilities, except as provided in General Rule III. 3 (C) above. It will bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve a Customer as if such Customer were an applicant for service, unless an act or omission of the Customer necessitates the replacement or reconstruction;

(3) If an act or omission of a Customer necessitates the replacement or reconstruction of such facilities, the Customer shall pay to the Company the cost of replacement or reconstruction.

(G) Service Lines and Metering:

When the Company is responsible for installing the entire service line for Residential Applicants under General Rule III 3 (B), the installation will be made as follows:

(1) Below grade from a main to the first accessible fitting inside the wall of a Customer's building when a meter is located within the building;

(General Information - Continued on Leaf No. 38)

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

3. Installation of Mains and Services - Continued

(G) Service Lines and Metering - Continued

(2) If a meter is located outside the building;

(a) the service line will be deemed to terminate at the outlet of the meter, if the piping continues into the structure above ground, and
(b) at the outside of the building foundation wall, if the piping returns underground before entering the structure.

(H) Emergency Electric Generators:

When a Customer requests gas service for the purpose of supplying an emergency electric generator for use only during an interruption of electricity service, and for testing purposes, the following conditions shall apply:

(1) Only sufficient emergency electric generating capacity shall be installed to provide the minimum needs for safety and health; and

(2) The Customer shall pay all costs associated with the installation including, if necessary, all costs for system reinforcement, mains and service lines.

In addition, commencing April 1, 2021, a Residential Customer with a maximum of four dwelling units and is located in an area that is subject to a moratorium on new gas connections, who desires to add an emergency generator, will be allowed to do so under the the following additional conditions:

(a) The Customer agrees to participate in a behavioral demand response program; or
(b) The Customer participates in an energy efficiency program, whose goal is to reduce the Customer's total gas consumption, offered by the Company or a third-party provider. If a third-party provider is chosen the Customer must provide proof to the Company that an energy efficiency program was implemented with such party.

Information about these options and programs can be found on the Con Edison website at https://www.coned.com.

(General Information - Continued on Leaf No. 38.1)

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

3. Installation of Mains and Services – Continued

(I) Form of Application:

For form of application for extension of gas main in excess of 100 feet or for connection thereto of an Additional Customer or a Successor Customer, see Leaf No. 210.

(General Information - Continued on Leaf No. 38.2)

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

3. Installation of Mains and Services – Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 38.3)

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

3. Installation of Mains and Services – Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 38.4)

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

3. Installation of Mains and Services – Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 39)

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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

4. Installation of Service Pipes

(A) General:

To avoid misunderstanding, the Customer shall consult the Company before starting work as to the exact location of the point of service termination.

Gas service will be supplied to each building or premises through a single service pipe, except where, for reasons of Company economy, conditions on the Company's distribution system, improvement of service conditions, or volume of the Customer's requirements, the Company elects to install more than one service pipe.

The Company reserves the right to determine the location of any service pipe.

(B) Point of Service Termination:

The point of service termination, that is the point at which the Company terminates its service pipe and the Customer begins its piping, shall be in accordance with General Rule III 3 (B). Where a basement wall or vault wall is located at such point, the Company will extend its service pipe through a sleeve provided and installed by the Customer in such wall to a point immediately inside the wall.

(General Information - Continued on Leaf No. 40.0)

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..TXT: PSC NO: 9 GAS LEAF: 40
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
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RECEIVED: 12/08/98 STATUS: Effective 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

4. Installation of Service Pipes - Continued

(B) Point of Service Termination - Continued

The Customer shall furnish, install and maintain, in accordance with the Company's specifications, all service piping beginning with the point of service termination, that is the point at which the Company terminates its service pipe and the Customer begins its piping, except as provided in General Rule III 3 (B).

(C) Change in Location of Existing Service Facilities:

Any change requested by the Customer in the point of service termination or location of the service pipe, provided such change is approved by the Company, will be made at the expense of the owner or occupant of the premises, who shall pay in advance the Company's estimated cost of such change.

(D) Excess Distribution Facilities (Applicable only to Customers supplied under Service Classification Nos. 1, 2, 3 and 9):

Upon written application of a Customer on the application form prescribed in this Schedule (see Leaf Nos. 212.0 - 215.0), and subject to the terms and conditions thereof and the provisions hereinafter set forth, the Company will provide at the Customer's expense distribution facilities for supply of service, in excess of those normally provided by the Company under the other provisions of this Schedule, or for the purpose of providing a service line in addition to that otherwise provided for supply to the Customer's premises. Such excess facilities will be provided only if, in the Company's judgment:

(1) the furnishing of such facilities will not adversely affect the development of the Company's system of distribution; and

(General Information - Continued on Leaf No. 41.0)

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

4. Installation of Service Pipes - Continued

(D) Excess Distribution Facilities (Applicable only to Customers supplied under Service Classification Nos. 1, 2, 3 and 9) - Continued

(2) such facilities will conform with the Company's practices as to construction and installation of distribution facilities; and

(3) the utilization of service by the Customer through such facilities will not constitute a present or potential cause of interference with the supply of service to other Customers. The provision of excess facilities hereunder shall be subject in all respects to the limitations upon characteristics of service elsewhere set forth in this Rate Schedule, and shall be subject to the other provisions of this Rate Schedule, except as may be expressly provided in this paragraph.

5. Service Equipment

(A) Company's Installation:

Gas will be supplied to each building or premises through a single meter, except where, for reasons of Company economy, conditions on the Company's distribution system, improvement of service conditions, or volume of the Customer's requirements, the Company elects to install more than one meter. Where a separate meter is installed in connection with the provision of excess distribution facilities, the quantity of gas registered by such meter will be computed separately and billed in accordance with General Rule III 8 (J) (1) "Plural Meters - Billing of Charges".

The Company will furnish, install, connect and maintain such meters, as are necessary for metering gas for Company billing purposes.

(General Information - Continued on Leaf No. 42)

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..TXT: PSC NO: 9 GAS LEAF: 42
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 05/30/01 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 00-G-1985 dated May 24, 2001
RECEIVED: 05/29/01 STATUS: Effective EFFECTIVE: 05/30/01

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

5. Service Equipment - Continued

(A) Company's Installation - Continued

The Company will furnish, install and maintain one or more gas pressure regulators, in accordance with General Rule III 3 (B), when they are deemed by the Company to be necessary for the supply of gas at proper pressure. Meters and gas pressure regulators furnished by the Company shall remain its property and may be removed by it at any time.

The Company will furnish and install but the Customer will maintain, the wiring and mounting devices for remote registers added to existing installations solely to provide ready access for meter readings and not in connection with other changes to the metering equipment.

Gas will be supplied in a new or completely renovated multiple dwelling, where there is no existing gas service to the premises, through a single meter for redistribution by the owner or landlord to the tenants for cooking only. If gas is provided for space heating under a firm service classification, the entire gas requirements for the building, including gas to be redistributed for cooking, may be provided through a single meter at the owner's request.

(B) Customer's Installation:

Wherever it is provided that the Customer shall perform any work or furnish or maintain any equipment or facilities, the Customer shall do the same or cause the same to be done at its expense, except that the Company will visit the Customer's premises without charge if a safety issue may exist. The Company will make the situation safe and will make minor screwdriver repairs, encompassing the provision of technical advice, minor adjustments and minor repairs, including the relighting of gas pilot lights, only when such work is performed incidental to other work being performed by the Company to ensure the safety and reliability of gas service. Screwdriver repairs will not include parts replacement, will be short in duration, and will not be solicited but performed only in response to safety-related calls.

(General Information - Continued on Leaf No. 43.0)

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

5. Service Equipment - Continued

(B) Customer's Installation - Continued

The Company will determine the location, and specify the type and manner of installation and connection of the service, gas detection equipment (natural gas detector), and metering equipment and will furnish this information to the Customer upon request. The Customer shall obtain this information as one of the first steps in planning the installation.

The Customer shall furnish and maintain a suitable space for the service, natural gas detection and metering equipment. Such space shall be readily accessible to authorized Company employees and shall otherwise conform to the Company's specifications for such space and to the requirements of the authorities having jurisdiction.

Gas will be supplied to all new or completely renovated one-, two-, and three-family homes through outdoor metering. All gas customers must have a natural gas detector installed by the Company or its representative, in addition to any other detection device required by local law or regulation.

Where electric supply is required for the operation or testing of metering equipment, the Customer shall furnish, install and maintain all necessary wiring and mounting devices, as applicable.

Where remote registers are required to provide ready access for meter reading the Company will furnish, and the Customer shall install and maintain, all necessary wiring and mounting devices.

The Customer shall furnish, install and maintain all piping and equipment including service cocks or valves, meter bars or other meter supports, meter cocks or valves, meter by-pass cocks or valves, meter piping, gas pressure regulator vent piping and vent pipe caps, and also any necessary cocks or valves associated with the gas pressure regulator, beginning with the point of service termination, except as provided for in General Rule III 6 (B). The Company will perform the necessary end connections. All such pipe shall be the property of the Customer. The Customer shall give immediate notice to the Company of any leakage of gas or damage to the pipe.

The Customer shall also install gas pressure regulators furnished by the Company when they are required for the supply of gas at proper pressure in accordance with General Rule III 3 (B).

All construction by the Customer from the point of service termination to the meter or meters shall be subject to approval by the Company

(C) Location of New Gas Meters and Relocation of Existing Gas Meters

(1) *For One- to Three-Family Homes:* Gas will be supplied to all new or completely renovated one-, two- and three-family homes through outdoor metering as discussed in Section (B) above.

- In addition, the Company will relocate and install gas meters outside of the Customer’s building when performing any planned service line replacements, service line repairs, or new service installations, for one to two family homes, that offer the Customer and the Company the opportunity to relocate gas meters outside, and where work can be feasibly performed.

(General Information - Continued on Leaf No. 44)

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

5. Service Equipment - Continued

(C) Location of New Gas Meters and Relocation of Existing Gas Meters - Continued

The Company may also relocate/elevate gas meters which are located in a flood plain.

The Company will make exceptions to the outdoor metering requirement associated with planned service line replacements, service line repairs or new service installations:

(i) where the Customer refuses to provide consent to such relocation;
(ii) where local building codes or regulations preclude outside meters;
(iii) for safety considerations;
(iv) where space constraints or physical barriers preclude relocation; and/or
(v) when work involved is an emergency service line repair/ replacement.

(2) *For All Other Buildings*: For all other buildings, both residential and non-residential, the Company will locate and install gas meters outside the Customer's building when installing a new service installation. The Company will relocate and install gas meters outside of the Customer's building when performing any planned service line replacement or under other circumstances that offer the Company and the Customer the opportunity to relocate the gas meter outside, such as a major property renovation.

The Company may also relocate/elevate gas meters which are located in a flood plain.

The Company will make exceptions to locating or relocating gas meters outside of the Customer's building:

(i) where the Customer refuses to provide consent to such relocation;
(ii) where local building codes or regulations preclude outside meters;
(iii) for safety considerations;
(iv) where space constraints or physical barriers preclude relocation; and/or
(v) when responding to an emergency.

(3) Customers that exercise an option to refuse an outdoor meter installation under exception (i) above

(i) will be asked to sign a form explaining the reason(s) for refusal, and acknowledging that they are aware of the benefits of having their meters outside; and
(ii) will be subject to a fee per building for costs related to survey/inspection of inside piping if Customer refusal is the sole reason for the meter remaining/being located inside and none of the other above stated exceptions applies. The survey/inspection fee payment is due at time of refusal as follows:
(a) For 1-3 family: $255
(b) For 4 family and greater: $475

(D) Seals:

The Company will seal all meters before installation. Meter equipment may be locked or sealed when service is shut off. No person, except a duly authorized employee of the Company, shall be permitted to break or replace a seal or lock, or to alter or change a meter or its connections or location, or to alter a gas pressure regulator.

(General Information - Continued on Leaf No. 45)

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..TXT: PSC NO: 9 GAS LEAF: 45
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
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RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

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

6. Customer's Piping and Equipment

(A) Adequacy and Safety of Installation:

The Company shall not be required to supply gas service until the Customer's installation shall have been approved by the authorities having jurisdiction over the same; and the Company further reserves the right to withhold its service, or discontinue its service, whenever such installation or part thereof is deemed by the Company to be unsafe, inadequate or unsuitable for receiving the Company's service, or to interfere with or impair the continuity or quality of the Company's service to the Customer or to others.

(B) Repairs - Leakage of Gas:

All repairs to the Customer's piping and equipment shall be made by the Customer, and the Customer shall maintain the piping and equipment in the condition required by the authorities having jurisdiction and by the Company. The Company will replace or repair the service line on private property to the building upon receiving notice of any leakage, damage or escape of gas. The Company will bear the cost for this service in accordance with General Rule III 3 (F), "Inspection, Maintenance and Replacement of Facilities." The Customer shall give immediate notice to the Company of any leakage, damage or escape of gas.

(C) Back-Pressure and Suction:

When the nature of the Customer's utilization equipment is such that it may induce back-pressure or suction in the piping system carrying the Company's gas, suitable protective devices, subject to inspection and approval by the Company, shall be furnished, installed and maintained by the Customer to protect the Customer's and the Company's facilities therefrom.

(General Information - Continued on Leaf No. 46.0)

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..TXT: PSC NO: 9 GAS LEAF: 46
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
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GENERAL INFORMATION - Continued

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

7. Changes in Customer's Requirements

The capacity of the Company's facilities supplying service to an individual Customer is designed to provide adequate service to the installation existing at the time service was connected so that any material increase in load may result in poor quality of service, interruption of service or damage to the Company's facilities. The Customer shall give the Company reasonable advance notice of intention materially to increase the load so that adequate facilities may be provided.

When there is a change in the Customer's requirements for gas supply or a change by the Customer from one Service Classification to another, or when the Customer includes in the requirements any service theretofore supplied to the Customer or to others under another agreement or agreements for service, the Customer shall make such changes and alterations in the piping, service equipment, meter equipment and appurtenances and other parts of the Customer installation as may be necessary to enable the Company to furnish safe and adequate service and to measure the gas thereafter to be supplied through a single meter or through the number of meters which the Company may elect to install in an excepted case expressly provided for in General Rule III 5 (A) "Company's Installation." Such changes and alterations shall be governed by the requirements applying to new installations.

8. Metering and Billing

(A) Measurement of Gas Service and Shared Meter Conditions:

Bills will be based upon the registration of the Company's meters except as otherwise provided in this Rate Schedule. The rates contained in the individual service classifications for gas service are based upon gas delivered under conditions generally applicable to low pressure service. Bills for gas delivered to Customers taking gas service at a higher pressure will be computed upon the metered volume corrected to standard conditions of 14.73 pounds per square inch using pressure-temperature volume correcting integrating devices, or by applying fixed factor billing to the uncorrected metered volume.(See General Rule. III 8 (T)).

(General Information - Continued on Leaf No. 47.0)

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..TXT: PSC NO: 9 GAS LEAF: 47
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 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

(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)

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. Inspections and examinations also include performing leakage surveys and atmospheric corrosion inspections. 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 for under this provision, at any reasonable time, may be billed a $100 penalty charge per premises in a Non-Business District or a residential premises in a Business District and a $500 penalty charge per non-residential premises in a Business District for each such offense. Such offenses include a Customer or access controller missing two or more appointments to allow a duly authorized representative of the Company to gain access to the premises or denying the Company access to the premises to perform a leakage survey and/or atmospheric corrosion inspection. After the second attempt to perform a survey and/or inspection, the $100 penalty or $500 penalty may be charged to a Customer at the Company’s discretion for every billing period until access is gained. Additionally, customers will bear all costs associated with legal action, including payments to law enforcement personnel, to gain access to the Company’s gas meter. 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)

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..TXT: PSC NO: 9 GAS LEAF: 49
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. 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

(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)

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 remote reading or 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) Billing of Changes in Rates and Proration of Monthly Rates and Charges for Firm Service Customers:

Unless otherwise specified under this Rate Schedule, the following provisions will apply to billing of changes in rates and proration of monthly rates and charges:

1. Rates and charges shall apply to service rendered on and after the effective date of those rates and charges. The rates and charges will be prorated when there is a change in rates and charges on the basis of the number of days of service rendered before the effective date and on and after the effective date related to the total number of days in the billing period.

2. Monthly rates and charges will be prorated when the Company renders a bill for other than a 30-day period on the basis of the number of elapsed days divided by 30; except that:

   (i) a Customer who terminates service less than 30 days after the commencement of service will be billed for 30 days;
   (ii) rates and charges assessed per bill or per calendar month will not be prorated; and
   (iii) rates and charges assessed per therm will not be prorated.

3. In addition, for delivery charges billed through rate blocks, therm usage within the first and each succeeding rate block will be prorated on the basis of the number of elapsed days divided by 30 before any remaining usage is allocated to the succeeding rate blocks.

(General Information - Continued on Leaf No. 51)

Effective date postponed to 01/01/2016. See Supplement No. 68.

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:

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;

(2) for service rendered more than 12 months before the Company actually became aware of the circumstances, error, or condition that caused the underbilling when the failure to bill was due to Company deficiency, 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 reasonably 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)

..DID: 6511
..TXT: PSC NO: 9 GAS LEAF: 52
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
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RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6512
..TXT: PSC NO: 9 GAS LEAF: 53
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 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

(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

(General Information - Continued on Leaf No. 54.0)

..DID: 6513
..TXT: PSC NO: 9 GAS LEAF: 54
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 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

(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.

(General Information - Continued on Leaf No. 55.0)

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 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)

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 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)

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 to be installed outdoors whenever feasible in accordance with General Rule III 3 (B).

(General Information - Continued on Leaf No. 58)

..DID: 6505
..TXT: PSC NO: 9 GAS LEAF: 58
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

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 may be applied to 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

(General Information - Continued on Leaf No. 60.0)

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 ("SC") No. 1 or SC No. 3 Rate I, or

(2) receives service under SC No. 9 and would otherwise receive service under SC No. 1 or SC No. 3 Rate I.

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.

(General Information - Continued on Leaf No. 61.0)

..DID: 6508
..TXT: PSC NO: 9 GAS LEAF: 61
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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.

(General Information - Continued on Leaf No. 62.0)

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 $250, 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 $150 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)

..DID: 6498
..TXT: PSC NO: 9 GAS LEAF: 63
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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)

..DID: 6460
..TXT: PSC NO: 9 GAS LEAF: 64
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6500
..TXT: PSC NO: 9 GAS LEAF: 65
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6501
..TXT: PSC NO: 9 GAS LEAF: 66
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6502
..TXT: PSC NO: 9 GAS LEAF: 67
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

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 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)

Effective date postponed to 07/01/2014. See Supplement No. 59.

..DID: 6492
..TXT: PSC NO: 9 GAS LEAF: 69
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6461
..TXT: PSC NO: 9 GAS LEAF: 70
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6493
..TXT: PSC NO: 9 GAS LEAF: 71
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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 downpayment, the Company shall have the right to terminate service.

(General Information - Continued on Leaf No. 72.0)

..DID: 6494
..TXT: PSC NO: 9 GAS LEAF: 72
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

..DID: 6495
..TXT: PSC NO: 9 GAS LEAF: 73
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(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)

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)

..DID: 6486
..TXT: PSC NO: 9 GAS LEAF: 75
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

(T) Fixed Factor Billing - Continued

(1) - Continued

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

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

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

Fpv is the supercompressibility factor based on 0.6 specific gravity hydrocarbon gas @ 60EF 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 ±1.0% of the pressure absolute.

(General Information - Continued on Leaf No. 76.0)

PSC NO: 9 GAS LEAF: 76
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 1
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

(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)

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

(1) 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 Customer or corresponding SC No. 9 Rate (A)(1) Customer who is not enrolled in the Low Income Program under Rider E, shall be $65.00 each time. The charge for re-establishment of gas service to all other gas Customers excluding Low Income Customers shall be $245.00 each time, except as noted below.

The charge for re-establishment of gas service to Low Income Customers under Rider E shall be waived.

(2) 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 due to the Customer's failure to allow the Company to complete a safety inspection. The charge for re-establishment of service to an SC No. 1 or SC No. 3 Rate I Customer, or corresponding SC No. 9 Rate (A)(1) or (A)(6) Customer, shall be $130.00 each time. The charge for re-establishment of gas service to all other gas Customers shall be $495.00 each time.

(3) Street reconnections shall be performed at cost and recover, where applicable the costs of labor, material, corporate overhead and taxes.

(General Information - Continued on Leaf No. 76.2)

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

(W) AMR/AMI Meter Opt-Out and Refusal to Permit Installation of an AMR/AMI Meter

(1) For purposes of this General Rule only, a Customer refuses to permit the Company to install an AMI meter when the Company and/or its duly authorized representative(s) has made at least five attempts to install a meter and (1) the Customer does not grant the Company or its duly authorized representative access to the Customer's premises to install or replace a meter, (2) the Company is unable to safely access the location where a meter is to be installed or replaced due to an obstruction on the Customer's property, or (3) a defect or condition in the Customer's installation or equipment prevents the Company from installing or replacing a meter. The Company and/or its duly authorized representative(s) are not required to make five attempts to install an AMI meter if a Customer provides verbal and/or written notice to the Company and/or its duly authorized representative(s) prior to the completion of the five meter installation attempts that the Customer will not allow the installation of an AMI meter.

(2) Residential customers who have, or are scheduled to have, automated meters installed by the Company on their premises may elect to opt out of an AMR meter or AMI meter and, thereby, have their meters read manually, by completing an automated-meter opt-out form. Information on how to opt out of AMR/AMI metering, including forms, can be found on the Company's website at: http://www.coned.com/en/our-energy-future/our-energy-vision/where-we-are-going/smart-meters.

Customers who opt out of AMR or AMI metering will be subject to the following provisions:

(a) Notice

The Company has a plan to replace non-AMI meters, including AMR meters, with AMI meters throughout its service area. At least 30 days in advance of the planned AMI meter installation at the Customer's premises, the Company will notify the Customer in writing of the forthcoming meter installation and ability to opt out. Customers who opt out of AMI metering prior to the planned installation will not be subject to a meter change-out fee.

In the event the Company replaces a non-AMI meter with an AMI meter and does not provide at least 30 days' advance notice (e.g., replacement of a broken meter), the Company will notify the Customer in writing of the AMI meter installation and ability to opt out. Customers who opt out of AMI metering within 30 days of such notice will not be subject to a meter change-out fee.

(b) Meter Change Out Fee

A meter change out fee of $93.81 per meter will apply for a Customer who requests removal of the remote communications capability of an AMR or AMI meter, except as described in "Notice" above.

(General Information - Continued on Leaf No. 76.3)

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

(W) AMR/AMI Meter Opt-Out and Refusal to Permit Installation of an AMR/AMI Meter - Continued

(2) - Continued

(c) Manual Meter Reading Fee
If the Customer opts out of AMR or AMI metering or refuses to permit the Company to install an AMI meter, the Company will attempt to read the meter manually bi-monthly and render bills monthly, as described in General Information Section III.8.D. The monthly bills will contain an incremental charge, per gas account or combined electric and gas account, for on-site cycle meter readings at half the charge specified in General Information Section IV.3.(b). If the Company is scheduled to manually read a meter of a Customer that opted out of AMR or AMI, but does not attempt to read the meter, the incremental charge will be waived. In addition, the Company shall have all other remedies against such a Customer as are provided under this tariff or at law, as applicable.

(d) Access to Premises
If a Customer opts out of AMR or AMI metering, as applicable, or refuses to permit installation of such metering, and, thereafter, the Company has no access to the meter on four consecutive bi-monthly cycle reading dates, the Customer or access controller will be required to provide the Company with access to install, or re-install, an AMR or AMI meter at the Company's discretion. As an alternative, where practicable, a Customer, at Customer expense, can furnish, install, and maintain the facilities necessary to accept outdoor metering.

Customers who opt out of AMR or AMI metering may elect to participate in AMI metering at a later date as described on the following website:
http://www.coned.com/en/our-energy-future/our-energy-vision/where-we-are-going/smart-meters

(3) If a Non-residential Customer refuses to permit the Company to install an AMI meter, the Company will attempt to read the meter manually monthly and render bills monthly, as described in General Information Section III.8.D. The monthly bills will contain an incremental charge, per gas account or combined electric and gas account, at the charge specified in General Information Section IV.3.(b). If the Company is scheduled to manually read a meter of a Customer, but does not attempt to read the meter, the incremental charge will be waived. In addition, the Company shall have all other remedies against such a Customer as are provided under this tariff or at law, as applicable.

(General Information - Continued on Leaf No. 77)

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

(X) Electric and Gas Bill Relief Program:

(1) Phase 1 Arrears Reduction Program
Subject to the Commission's order issued June 16, 2022, in Cases 14-M-0565 et al., SC No.1, SC No. 3 and SC No. 9 (A)(1), (A)(6) and (A)(7) Customers who received benefits from the Company's Low Income Program described in Rider E, New York State's Emergency Rental Assistance Program, or the Home Energy Assistance Program - Regular Arrears Supplement will receive a one-time bill credit under the Electric and Gas Bill Relief Program for any arrears balances from bills for service through May 1, 2022.

(2) Phase 2 Arrears Reduction Program
Subject to the conditions in the Commission's order issued January 19, 2023, in Cases 14-M-0565 et al. ("Phase 2 Order"), residential or small-commercial Customers (as defined in the Phase 2 Order) who have eligible arrears and did not receive a bill credit under the Phase 1 Electric and Gas Bill Relief Program will receive a one-time bill credit under the Electric and Gas Bill Relief Program towards arrears balances from bills for service through May 1, 2022.

(Y) Compensation to Customers Experiencing Widespread Prolonged Outages

(1) Definitions Applicable Under this General Information Section Only

"Proof of Loss" is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide, in addition to an itemized list of the perishable food and/or prescription medicine, for which the Customer claims reimbursement. The Customer may also be required to provide, in addition to proof of loss, proof of the use of a gas- powered refrigerator or freezer. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the reimbursement amount of an impacted Customer's food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant. An itemized list of spoiled food or prescription medicine is not itself a Proof of Loss.

(General Information - Continued on Leaf No. 77.1)

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

(Y) Compensation to Customers Experiencing Widespread Prolonged Outages -Continued

"Residential Customer" means a residential firm service Customer receiving service under SC Nos. 1 and 3.

"Small Business Customer" means a non-residential firm service Customer receiving service under SC No. 2 that has actual annual gas consumption that does not exceed 750 dekatherms per year, or, for customers with less than one year of actual meter readings, average actual monthly usage that when multiplied by 12 does not exceed 750 dekatherms. Only Customers receiving firm service are eligible to be "Small Business Customers."

"Widespread Prolonged Outage" means an event that causes an outage for at least 1,500 Customers at the same time and having one or more Customers who remain without service for 72 consecutive hours or more, due to Company owned equipment unable to provide service, unless the Company is denied access to inspect or relight those Customers' services prior to the 72-hour mark.

(2) In the event that a Residential or a Small Business Customer experiences a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:

a. Provide a bill credit of $25 on the balance of such a Residential Customer's account for each full 24-hour period of service outage that occurs for such Customers after the first 72 consecutive hours of such Widespread Prolonged Outage. (i.e., $25 after at least 96 hours, a second $25 after at least 120 hours, and an additional $25 after every 24-hour period thereafter.)

b. Provide monetary reimbursement for any food spoiled due to lack of refrigeration as set forth below.

i. Residential Customers shall provide the Company an itemized list of all food spoiled and, if required, Proof of Loss of food spoiled, within 14 days from when the Widespread Prolonged Outage has lasted 72 consecutive hours. The amount of the reimbursement shall not exceed a total of $235 for Customers who provide an itemized list without Proof of Loss. The amount of the reimbursement for customers who provide an itemized list and Proof of Loss shall not exceed $540.

ii. Small Business Customers shall provide the Company with an itemized list of all food spoiled and Proof of Loss for all food spoiled within 14 days from when the Widespread Prolonged Outage has lasted 72 consecutive hours. The amount of the reimbursement shall not exceed $540.

(General Information - Continued on Leaf No. 78.2)

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

(Y) Compensation to Customers Experiencing Widespread Prolonged Outages -Continued

iii. For both Residential and Small Business Customers, the Company shall reimburse the Customer within 30 days of the receipt of the itemized list and Proof of Loss, if any; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request.

c. Provide monetary reimbursement for prescription medication spoiled due to lack of refrigeration. Residential Customers shall provide the Company with an itemized list and Proof of Loss of prescription medication due to lack of refrigeration within 14 days from when the Widespread Prolonged Outage has lasted 72 consecutive hours. The Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

Customers may submit claims to the Company under General Information Section III. 8. (Y) (2) by electronic means, online, a telephone call from the Customer to the Company, or mail.

If an electric outage prevents a Customer from using their gas-powered equipment, the Customer will receive reimbursement only from the electric utility and not the gas utility, because there is no gas outage that can be resolved by the gas utility.

(Z) Charge for Replacing a Damaged Meter

If the access controller to a Company-owned meter did not exercise reasonable care or the meter was damaged due to tampering, the access controller will be charged for the removal and replacement of the meter including any equipment that was damaged. The charge for the removal and replacement shall be at cost and shall be assessed on the account of the access controller even if the damaged meter was for the account of another Customer, except that if the meter was damaged due to tampering, the charge shall be assessed on the account of the Customer who benefited from such tampering.

(General Information - Continued on Leaf No. 78)

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

9. Notices

(A) Notices to and from the Company:

Any notice to the Company under any agreement, other than an oral agreement under Service Classification No. 1, shall be delivered to it in writing and not otherwise. Bills shall be deemed presented and other notices duly given (except a notice of discontinuance of service for non-payment of bills) if delivered to the Customer personally or if mailed to the Customer at the premises supplied, or at the last known address of the Customer, or if left at either of such places, or if delivered or mailed to the agent or representative of the Customer, or if left at the last known address of such agent or representative. A notice of discontinuance of service for non-payment of bills shall be given as required by law.

Notices to and from the Company to an SC No. 20 Marketer and Direct Customers shall also be subject to the provisions set forth in the UBP and the Company's Sales and Transportation Operating Procedures.

(B) Notice of Change in Ownership or Occupancy of Premises:

Immediately upon the sale, lease or any other change in occupancy of the premises or any portion thereof supplied under an agreement for service, the Customer shall give written notice to the Company of such change together with the name and address, if known, of the successor in occupancy of such premises or portion thereof; provided, however, that such notice may be given orally by a Customer for residential service under Service Classification No. 1, unless such Customer is a party to a service classification rider agreement, or an agreement for extension of gas mains or connection thereto.

10. Limitations as to Availability of Service Classifications

(A) Customer's Eligibility for Service:

Upon request by the Company, the Customer shall furnish satisfactory proof of eligibility to be supplied under the Service Classification and Rider, if any, for which application is made or under which service is supplied, and that all the gas supplied will be or is being used by the Customer according to the conditions of the application or agreement for service. Upon any change in such use contrary to such conditions the Customer shall forthwith notify the Company thereof in writing. In the event that the Customer's use of service is contrary to the provisions of the Service Classification or Rider, or both, under which the Customer is being served, the Customer's agreement shall be deemed to be terminated or to be modified as may be required to conform to the appropriate provisions of the Rate Schedule and the Customer will be billed accordingly and, upon request by the Company, the Customer shall make a new application for service in accordance with General Rule III 1 (A) "Applications" appropriate to the service for which the Customer is eligible under the provisions of this Rate Schedule.

(General Information - Continued on Leaf No. 79)

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

10. Limitations as to Availability of Service Classifications - Continued

(B) Redistribution of Gas Service:

Gas will not be supplied to any Customer except for the Customer's own use or for the use of the Customer's tenants in the building or premises supplied with gas under the service agreement between the Company and the Customer. A Customer shall not submeter, resell or otherwise dispose of any gas supplied to the Customer under any Service Classification; except that a Customer of the Company may redistribute (provided no specific charge is made therefor) or submeter (provided gas charges do not exceed those charged by the Company under the rates and charges set forth in this Gas Rate Schedule for similar service) such gas to the Customer's tenants in the premises supplied when the Customer is supplied under a Service Classification which does not prohibit such redistribution, or submetering and except that a Customer of the Company may submeter such gas to the Customer's non-residential tenants or occupants in the premises supplied upon a waiver of the prohibition of submetering granted by the Public Service Commission in accordance with the Order in Case 96-G-0454, issued September 19, 1997.

(C) Riders:

The inclusion of any Rider as a part of any application or agreement for service under any Service Classification shall not prejudice or affect the Company's right to refuse to supply gas thereunder for submetering, resale, or other disposition contrary to any provision thereof, and shall not require the Company to supply service for a purpose or use to which such Service Classification is not applicable.

11. Liability

(A) Continuity of Supply:

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor. Notwithstanding other limitations of liability contained in this Tariff, the Company will compensate Customers following widespread prolonged outages as described in General Information Section III. 8. (Y).

The Company may, without liability therefor, interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system if, in its sole judgment, such action will prevent or alleviate the emergency condition.

(General Information - Continued on Leaf No. 80)

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

11. Liability – Continued

(B) Customer's Equipment:

Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

(C) Company Equipment and Use of Service:

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, wires, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

(D) Selection of Service Classification:

The Company will endeavor to assist a Customer in the selection of the Service Classification which may be most favorable to the Customer's requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the Customer.

(E) Customer Data Sets for Integrated Energy Data Resource ("IEDR"):

The Company has provided non-anonymized and non-aggregated Customer specific data to the State's Integrated Energy Data Resource ("IEDR") pursuant to the New York Public Service Commission's *Order Addressing Integrated Energy Data Resource Matters* issued on October 13, 2023 in Case 20-M-0082. If such data is improperly released from the IEDR as the result of a cyber-related incident, or inadvertently disclosed by the IEDR administrator or its agents or contractors due to an operational error, the Company will not be liable for such release or disclosure. Consistent with the Commission's policies regarding data ownership, the Customer (not the Company), is the owner of the Customer's data.

(General Information - Continued on Leaf No. 81)

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

12. Termination of Service

(A) Grounds for Termination, Withholding or Suspension of Service:

For purposes of this section, termination of service shall mean the physical disconnection of the Customer's service including suspension of service to an SC No. 9 transportation Customer at the request of an SC No. 20 Marketer.

The Company may terminate service to a Customer after sending a final notice of termination and fulfilling all other requirements of the applicable rules of the Public Service Commission:

(1) if the Customer fails to pay amounts due under a deferred payment agreement;

(2) if the Customer fails to pay a lawfully required security deposit;

(3) in the case of a non-residential Customer, if the Customer fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering service or removal or securing of the Company's property; provided that the Company has met applicable requirements of the Public Service Commission's rules for obtaining access to the premises or property, the Customer has not advised the Company that the Customer does not control access, and the Customer has advised the Company of who does control access;

(4) if the Customer fails to pay lawfully billed tariff charges, provided that unless otherwise permitted under the Public Service Commission's regulations, bills to non-residential Customers shall be restricted to service used within 6 years of the date of the bill first containing these charges, and bills to residential Customers shall be restricted to service rendered within the preceding 12 months;

(5) if a Customer or access controller, either residential or non-residential, fails to pay the $100 charge or the $500 charge for denying the Company access to the premises, as described in General Information Section III 8 (C) (2), or pays such charges but continues to prevent access to the premises for the Company to complete a survey and/or inspection;

(6) if a Customer or access controller fails to provide access as long as: (1) the Company had scheduled an actual appointment for an inspection; (2) the Company had directly contacted the customer(s) prior to arriving to perform an inspection; and (3) the Company kept an inspection appointment(s) and it was the customer, not the Company, who failed to keep the appointment(s) or;

(General Information - Continued on Leaf No. 82)

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

12. Termination of Service – Continued

(A) Grounds for Termination, Withholding or Suspension of Service – Continued

(7) the applicant's or Customer's installation, or part thereof, is deemed to be unsafe, inadequate or unsuitable for receiving the Company's service; or if the applicant or Customer fails to comply substantially with any applicable provision of this Rate Schedule, or with any lawful and applicable rule, regulation, order or directive of the Public Service Commission or other authorities having jurisdiction.

Upon termination of service by the Company for any of the above reasons, or upon discontinuance of service by the Customer prior to the end of the term of an agreement for service, there shall become forthwith due and payable to the Company, as stipulated damages and not as a penalty, a sum equal to the minimum charge guaranteed under such agreement for the remainder of the term thereof.

In the event that service to a particular premises is terminated by the Company or by the Customer prior to the expiration of the annual term of an agreement for service, and service is supplied to another Customer at the same premises during all or part of the remainder of such term, the Company will offset against the minimum charge or charges payable by the former Customer for the remainder of such term,

(1) under a monthly minimum agreement, the amount billed by the Company, to and paid by, the latter Customer for service supplied during each corresponding monthly billing period, and
(2) under an annual minimum agreement, the amounts billed by the Company to, and paid by, the latter Customer for service supplied during the remainder of such term.

The Company will suspend delivery service to an SC No. 9 transportation customer that is a residential customer or a two-family dwelling receiving Consolidated Bills, or a multiple dwelling, upon request of an SC No. 20 Marketer, in accordance with the UBP and the Home Energy Fair Practices Act (Public Service Law, Article 2), and regulations adopted thereunder. If the Company has purchased a Marketer’s receivables for a residential Customer, the Company may disconnect its delivery service to the Customer and the Marketer’s commodity service in accordance with applicable provisions of law if the Customer fails to make full payment of all amounts due on the consolidated billing, including the amount of the Marketer receivable. If the Company has purchased a Marketer’s receivables for a non-residential Customer, the Company may disconnect its

(General Information - Continued on Leaf No. 83)

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

12. Termination of Service – Continued

(A) Grounds for Termination, Withholding or Suspension of Service – Continued

(7) Continued

delivery service and the Marketer commodity service, in accordance with Commission regulations on termination of non-residential service, provided the Customer has failed to make full payment of all amounts due on the consolidated billing and the Marketer has furnished an affidavit to the Company that the Marketer has notified its non-residential Customer that Con Edison is permitted to disconnect service under such circumstances. The Company will terminate service to an SC No. 20 Marketer in accordance with the UBP.

(B) Notice, Days and Hours: A final notice of termination of service shall be sent to:

(1) Residential Customers in accordance with applicable Public Service Commission rules.

(2) Non-residential Customers no less than 20 days after the date payment was due, or the date given in a written notice to cure a tariff violation as provided in applicable Public Service Commission rules, or where the reason for the notice is failure to provide access, except that a final notice of termination for non-payment may be sent on or after the date payment was due in cases involving failure to pay for unmetered service supplied through tampered equipment, failure to pay an installment amount due under a deferred payment agreement, or if the Company has accepted a written waiver of the Customer's right to a 20 day notice, in lieu of a deposit, all as more fully described in, and in accordance with, the Public Service Commission's rules. Service may not be terminated until at least 5 days after personal service or 8 days after the mailing of a final notice of termination of service. Service may be terminated between 8 A.M. and 6 P.M. Monday through Friday, except on public holidays as defined in the General Construction Law, days on which the service centers of the Company are closed for business, and days on which the Public Service Commission is closed. However, on days preceding days on which service may not be terminated, termination may only occur after 3 P.M. if the Customer or any person in charge of the premises is informed prior to termination in a personal contact that termination is about to occur, and the Company is prepared to accept a check for any payment required to avoid termination.

(3) Either a residential or non-residential Customer at least 15 days prior to the disconnection date shown on the actual notice, a copy of which the Company will provide to the Office of Consumer Services, who fails to pay the $100 or the $500 charge for denying access to perform a leakage survey and/or atmospheric corrosion inspection, as described in General Information III 8(C)(2), or has paid the $100 or the $500 charge but the Customer or access controller continues to prevent access to the premises for the Company to complete the survey and/or inspection. The actual notices of termination are provided in this section.

(General Information - Continued on Leaf No. 83.1)

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

12. Termination of Service – Continued

Termination Notices for Leakage Survey and/or Atmospheric Corrosion Inspection

Residential Notice:

THIS IS A FINAL TERMINATION NOTICE
PLEASE REFER TO THIS NOTICE WHEN CONTACTING US TO PROVIDE ACCESS.
IMPORTANT TURN OFF SERVICE NOTICE.

Your gas service is scheduled to be shut off on or after 15 days from the date of this notice, because as of [today's date], you have failed to provide access to Consolidated Edison for the purpose of inspecting and examining the meters, pipes and fittings within your premises. As described to you in our previous letter, New York State gas distribution companies are required under state and federal gas safety regulations to have gas equipment inspected up to the outlet of the meter. Consolidated Edison is committed to working with customers such that their natural gas service stays connected, therefore, we are providing notice that your service may be disconnected because Consolidated Edison has been unable to perform a safety inspection of your premises due to lack of access.

To schedule an appointment for a gas service line inspection, customers may:

- **Call Con Edison** at **1-800-643-1289** on weekdays between **7:00 a.m. and 3:30 p.m.**
- **Email**: gasinspections@coned.com
- **Schedule online**: Visit https://www.coned.com/en/safety/energy-safety/gas-safety/gas-service-line-inspections-faqs/schedule-your-gas-service-line-inspection

If you do not provide access for this inspection and your building's gas service is terminated, you will bear sole responsibility for the entire cost of the reconnection.

Summary of Your Rights and Responsibilities

Service Termination:
Your service will not be turned off before the scheduled disconnection date. We also cannot disconnect on Fridays, Saturdays, Sundays, holidays, the day before a holiday, during evening hours or during a two-week period around Christmas and New Year's.

Restoring Service:
If your service is turned off, we will turn it back on once you provide access to Consolidated Edison, required inspections are performed and any necessary repairs are completed.

PSC HELPLINE:
If your service has been, or is about to be, shut off you can also call the PSC's toll-free HELPLINE, 1-800-342-3377, for help. It is staffed from 8:30 a.m. to 4:00 p.m. on business days.

(General Information - Continued on Leaf No. 83.2)

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

12. Termination of Service – Continued

Residential Notice - Continued

Consolidated Edison Emergency Hotline:
If your service has been, or is about to be, shut off you can also call Consolidated Edison toll-free Hotline, 1-800-75-CONED, for help. The Hotline is available 24 Hours a day.

Special Protections (applies to residential customers only):
Contact us immediately if any of the following apply:
• **Medical emergencies--** If a medical doctor certifies that a medical emergency exists or that you require life support equipment, we must continue service for at least 30 days.
• **Elderly, blind or disabled**—If everyone in your household is 62 or older, 18 or younger, or blind or disabled we will contact the Department of Social Services and continue service for 15 business days while your situation is reviewed.

Non - Residential Notice:

THIS IS A FINAL TERMINATION NOTICE.
PLEASE REFER TO THIS NOTICE WHEN CONTACTING US TO PROVIDE ACCESS.
IMPORTANT TURN OFF SERVICE NOTICE.

Your gas service is scheduled to be shut off on or after 15 days from the date of this notice, because as of [todays date], you have failed to provide access to Consolidated Edison for the purpose of inspecting and examining the meters, pipes and fittings within your premises. As described to you in our previous letter, New York State gas distribution companies are required under state and federal gas safety regulations to have gas equipment inspected up to the outlet of the meter. Consolidated Edison is committed to working with customers to such that their natural gas service stays connected, therefore, we are providing notice that your service may be disconnected because Consolidated Edison has been unable to perform a safety inspection of your premises due to lack of access.

To schedule an appointment for a gas service line inspection, customers may:
- **Call Con Edison** at **1-800-643-1289** on weekdays between **7:00 a.m. and 3:30 p.m.**
- **Email**: gasinspections@coned.com
- **Schedule online**: Visit https://www.coned.com/en/safety/energy-safety/gas-safety/gas-service-line-inspections-faqs/schedule-your-gas-service-line-inspection

If you do not provide access for this inspection and your building's gas service is terminated, you will bear sole responsibility for the entire cost of the reconnection.

(General Information - Continued on Leaf No. 83.2.1)

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

12. Termination of Service – Continued

Non-Residential Notice – Continued

Summary of Your Rights and Responsibilities

Service Termination:
Your service will not be turned off before the scheduled disconnection date. We also cannot disconnect on Fridays, Saturdays, Sundays, holidays, the day before a holiday, during evening hours or during a two-week period around Christmas and New Year's.

Restoring Service:
If your service is turned off, we will turn it back on once you provide access to Consolidated Edison, required inspections are performed and any necessary repairs are completed.

PSC HELPLINE:
If your service has been, or is about to be, shut off you can also call the PSC's toll-free HELPLINE, 1-800-342-3377, for help. It is staffed from 8:30 a.m. to 4:00 p.m. on business days.

Consolidated Edison Emergency Hotline:
If your service has been, or is about to be, shut off you can also call Consolidated Edison toll-free Hotline, 1-800-75-CONED, for help. The Hotline is available 24 Hours a day.

Special Protections (applies to residential customers only):
Contact us immediately if any of the following apply:

• **Medical emergencies**-- If a medical doctor certifies that a medical emergency exists or that you require life support equipment, we must continue service for at least 30 days.

• **Elderly, blind or disabled**—If everyone in your household is 62 or older, 18 or younger, or blind or disabled we will contact the Department of Social Services and continue service for 15 business days while your situation is reviewed.

(General Information - Continued on Leaf No. 84)

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

12. Termination of Service - Continued

(C) Termination Without Normal Notice:

The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to non-residential Customers whose service will be interrupted for any of the reasons shown below. Notwithstanding any other provision of this tariff, the Company may withhold, suspend, curtail or disconnect service to a building, unit or piece of equipment, at any time, only when:

(l) an emergency may threaten the health or safety of a person, the surrounding area, or the Company's transmission or distribution systems;

(2) there is a need to make permanent or temporary repairs, changes or improvements in any part of the system;

(3) there is a governmental order or directive requiring the Company to do so; or

(4) it finds service being supplied through tampered equipment, provided that the Company has complied with the Public Service Commission's rules for the termination of service under these circumstances.

(D) Further Information Relating to Termination of Service:

The Company's procedure for termination of service are subject to the rules of the Public Service Commission for termination of service in Title l6 of the Code of Rules and Regulations of the State of New York (NYCRR). Among other matters these rules deal with the time and form of notice, physical termination of service, multiple and two-family dwelling, persons receiving welfare assistance and special procedures for medical emergencies, the elderly, blind or disabled and during cold weather.

Dring the Cold Weather Period (November 1-April 15) except where otherwise noted:

1) Customers can utilize a HEAP Payment for service restoration when service is turned off for non-payment during the Cold Weather Period.
2) The Company will grant a payment agreement upon a customer’s request, utilizing the HEAP payment as the down payment.
3) The Company will not terminate service to residential customers on days when the forecasted high temperature, factoring in wind chill, will not exceed 32 degrees, regardless of whether or not the day falls within the Cold Weather Period.
4) The Company will not terminate service of known elderly, blind and disabled customers during the Cold Weather Period.

(General Information - Continued on Leaf No. 85)

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

13. Attachments of New Gas Customers and Supplying of Gas to Existing Customers

Acceptance of service applications and providing new or additional service will be contingent upon the following:

(1) The Company has an adequate supply of gas to meet the requirements of such applicants; and

(2) All applications must be in writing in accordance with the terms and conditions of this Rate Schedule and the Company's Sales and Transportation Operating Procedures and must be accompanied by a statement indicating the intended use of the gas.

14. Gas Service Curtailments

(A) If the Company in its judgment finds that it is unable to satisfy the full requirements of its Customers (including intra-Company transfer requirements) and finds it necessary to curtail sales and/or transportation service, the Company may curtail service to a Customer or give oral, written or electronic notice of curtailment. If notice of curtailment is given, a Customer must curtail its use of service pursuant to the notice.

(B) If notified of a curtailment, Energy Service Companies (ESCOs) and Direct Customers (DCs) are still required to deliver their Maximum Daily Transportation Quantity ("MDTQ"), including Local RNG Production to the Citygate as directed by the Company, unless an upstream force majeure interruption or curtailment prevents the ESCO or DC from securing and delivering its MDTQ to the Citygate. ESCOs and DCs will be compensated for the cost of the diverted gas as discussed in Section E.

(General Information - Continued on Leaf No. 86)

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

14. Gas Service Curtailments - Continued

(C) Curtailments and notices of curtailment of sales or transportation services resulting from a gas supply deficiency will normally be made in the following order of priority with higher-numbered priorities being curtailed before lower-numbered priorities, and with human needs customers (as defined in the Definitions section of the SC - 9 tariff) having the highest priority.

(1) Residential sales and transportation service requirements in firm service Classifications, including human needs requirements.

(2) Industrial and commercial sales and transportation service requirements in firm service classifications.

(3) Plant protection requirements for Customers curtailed in Categories 4 through 8 below.

(4) Process and feedstock requirements.

(5) Industrial and commercial requirements for space heating (other than boiler fuel use).

(6) Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other nonprocess purposes. Also included is the Company's boiler ignition gas requirements.

(7) Firm requirements to Customers whose facilities are capable of using an alternate fuel or energy source to supply the energy requirements of the premises otherwise supplied by gas.

(8) Interruptible and off-peak firm service requirements under Service Classification Nos. 12 and 9.

Within all categories, curtailment of residential Customers in each category would begin only after full curtailment of all commercial and industrial Customers in that category.

Except for Category 8, curtailment of all other categories will be on a pro rata basis to the extent operationally feasible except for residential sales and transportation.

(General Information - Continued on Leaf No. 87)

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

14. Gas Service Curtailments - Continued

(C) - Continued

Within Category 8, Interruptible Service Classification 12 Customers and equivalent Service Classification 9 Customers shall generally be curtailed in reverse order of their revenue contribution and after factoring in the human needs criterion.

(D) The following provisions shall govern curtailments and notices of curtailment of sales and transportation services resulting from a deficiency of capacity in gas transmission lines that are owned by the Company or that the Company has a contractual right to use (other than interstate pipeline transmission lines).

(1) In the event of a transportation-capacity deficiency, curtailments and notices of curtailments will normally be made according to the following priorities to the extent permitted by operating feasibility, with Priority (2) being curtailed before Priority (1):

(a) **Priority 1:** All firm sales and firm transportation services to Customers with dual-fuel or alternate energy facilities and off-peak firm sales and transportation services, firm and off-peak firm intra-Company transfers; and non-tariff firm and off-peak firm sales and transportation services;

(b) **Priority 2:** Interruptible sales and transportation services; interruptible intra-Company transfers; non-tariff interruptible sales and transportation with plant protection requirements assigned the highest priority.

(General Information - Continued on Leaf No. 88)

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

14. Gas Service Curtailments - Continued

(D) - Continued

(2) The Company will have sufficient capacity at all times to serve requirements in Priority 1, absent the occurrence of an emergency or a cause beyond its control in accordance with General Rule III -11. In the event that the Company does not have capacity sufficient to serve all of its Priority 1 requirements, the Company will allocate the available capacity among the affected Customers in the manner which, in the Company's judgment, best protects the health, safety, and property of its Customers, with human needs Customers having the highest priority.

(3) Prior to the start of each month, Customers in Priority 2 will be ranked in order of their applicable local transportation margins. Priority 2 Customers requesting service during a service month will be ranked at the end of the margin-based queue for the month on a first-come, first-served basis. On each day during the month, gas transportation capacity will be allocated to Priority 2 Customers according to that queue, starting with the Customer paying the highest margin. If there is not sufficient capacity to serve all requirements of Customers within Priority 2 that are paying the same local transportation margin, the capacity available for such customers will be prorated among them in proportion to their nominated service level for the month at the receipt point in question.

(4) If an Interruptible Transportation Customer requires, for physical rather than economic reasons, transportation capacity that would be used for service to higher ranking sales Customers, and if the Company can render the affected sales service through alternate arrangements, such capacity may be allocated to the Interruptible Transportation Customer, provided that the allocation does not adversely affect sales services, and provided that the Customer shall reimburse the Company for any incremental operating and gas purchase costs.

(General Information - Continued on Leaf No. 89.)

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

14. Gas Service Curtailments - Continued

(E) In the event gas supply intended for lower priority customers is diverted from ESCOs and DCs to serve higher priority Customers pursuant to provisions (C) and (D) of this Section, the ESCO or DC from whom gas is diverted will be compensated for the volume diverted at the market price of gas during the curtailment. The market price of gas is defined as a weighted average price equal to the product of the percentage weightings and the "Midpoint" gas price for Transco Zone 6 – N.Y., Texas Eastern Transmission (Tetco M3), and Iroquois Gas Transmission System (Z2) for the applicable diverted gas flow day as published by Platts in the Gas Daily Price Guide. If the ESCO/DC can demonstrate to the Company's satisfaction that its contract calls for a higher price the Company will reimburse the ESCO/DC at the contract price. To the extent that the Company diverts natural gas produced by Local RNG Production, the Company shall not be responsible for compensating the ESCO for the value of renewable attributes. Such attributes shall be retained by the ESCO. The ESCO/DC shall be responsible for providing the Company with adequate support of the higher contract price. Customers of ESCOs who are affected by a curtailment must seek compensation directly from their ESCO. When gas is diverted to serve firm sales or firm transportation service classifications, payments made by the Company will be recovered through the Monthly Rate Adjustments applicable to firm sales and firm transportation customers in accordance with General Information Special Adjustments IX.15. (Curtailment Cost Recovery Charge).

(F) Curtailment Guidelines

The following guidelines will inform the Company in its application of the curtailment requirements:

(a) As circumstances permit, the Company shall first seek voluntary curtailments to alleviate an emergency situation. Then, the Company shall implement a curtailment after all mutual aid, contractual and other non-contractual supply tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition options have been utilized.

(General Information - Continued on Leaf No. 90)

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

14. Gas Service Curtailments - Continued

(F) Curtailment Guidelines-Continued

(b) Curtailments shall be limited in scope and duration as necessary to alleviate an emergency situation, and, to the extent possible, shall be localized.

(c) Economic considerations shall not be the basis for a curtailment.

(d) In the event that the Company declares a curtailment, as well as when the situation returns to normal, the Company shall notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service.

(e) The Company shall provide periodic updates to ESCOs and curtailed customers so that they can plan accordingly.

Failure of the Company to adhere to one or more of the above criteria is not a basis for ESCOs or Direct Customers not to comply with requirements of the curtailment but may provide the basis for a complaint to the Commission regarding the Company's behavior.

If, during a curtailment period, the Company becomes aware of ESCOs or Direct Customers that are not responding to the required actions, it shall make all reasonable efforts to inform the non-responding ESCOs and Direct Customers that the required actions are not being taken. Lack of notice shall not relieve any ESCO or Direct Customer of its obligations.

15. Minimum Insulation Standards

Eligibility of any "new dwelling" for gas service, and eligibility of any existing dwelling for gas service for conversion to space heating are governed by, among other provisions, the requirements set forth in the State of New York Official Compilation of Rules and Regulations of 16 NYCRR 233, which provide in relevant part as follows:

(General Information - Continued on Leaf No. 91)

..DID: 6476
..TXT: PSC NO: 9 GAS LEAF: 91
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(A) Definitions applicable to New Dwellings and to Existing Dwellings Converting to Gas Space Heating:

(1) The term "Dwelling" shall mean a building designed or used as the living unit for one or more families. For the purposes of this standard, mobile homes shall not be considered dwellings.

(2) The term "Historical Building" shall mean any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

(B) For New Dwellings:

(1) Applicability and Compliance:

(a) All new dwellings in the State of New York for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings within the State for which construction was begun on or after January 1, 1979, will not be eligible for gas service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:

(General Information - Continued on Leaf No. 92.0)

..DID: 6477
..TXT: PSC NO: 9 GAS LEAF: 92
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(1) Applicability and Compliance - Continued

(a) - Continued

(i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or

(ii) An affirmation is given by the contractor or builder on a certificate of compliance that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or

(iii) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

(b) For any dwelling constructed after April 1, 1977, but before January 1, 1979, gas service will not be provided without compliance with the Minimum Insulation Standards as set forth by the Commission in Opinion 77-10 (Case 26286, November 2, 1977) as amended.

(General Information - Continued on Leaf No. 93.0)

..DID: 6478
..TXT: PSC NO: 9 GAS LEAF: 93
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards-Continued

(B) For New Dwellings - Continued

(2) Waivers:

For any dwelling subject to the requirements of paragraph (b) of Subdivision B (1) a waiver from these requirements may be granted by:

(a) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculations shall be certified by a licensed engineer architect.

(b) The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).

(c) The Public Service Commission for just cause, in unusual circumstances, if the applicant for gas service has been denied a waiver pursuant to paragraphs (a) or (b) of Subdivision B (2).

A copy of each variance granted or denied by the Company shall be made available to the Commission, and each applicant denied a variance shall be promptly informed by the Company of the right to appeal to the Commission.

(General Information - Continued on Leaf No. 94.0)

..DID: 6473
..TXT: PSC NO: 9 GAS LEAF: 94
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(3) Certificate of Compliance:

(a) A Certificate of Compliance shall be used in all areas of the State where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

(b) Each Certificate of Compliance shall be signed by the builder or contractor and the owner shall receive a copy of such certificate.

(4) Compliance Procedures:

(a) In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning noncompliance with Subdivision B (1), the Company will perform an on-site inspection to determine conformance with standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection will be provided in writing to the owner (and tenant when applicable) of the building.

(b) Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular contractor wherein a dwelling constructed by such contractor or builder was found to be in noncompliance with the applicable standards, the Company shall refuse to provide gas

(General Information - Continued on Leaf No. 95.0)

..DID: 6469
..TXT: PSC NO: 9 GAS LEAF: 95
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(4) Compliance Procedures - Continued

(b) - Continued

service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the future construction work of a past noncomplying contractor or builder until such time as the Company is satisfied that the applicable standards are being met.

(5) Penalties for Non-compliance:

(a) In the event the Company finds that any dwelling fails to comply with Subdivision B (1) (a) or (b) the Company shall impose a 25 percent surcharge on any bill for gas service to the Customer until such violations are corrected.

(b) The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.

(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.

(General Information - Continued on Leaf No. 96.0)

..DID: 6470
..TXT: PSC NO: 9 GAS LEAF: 96
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(B) For New Dwellings - Continued

(5) Penalties for Noncompliance - Continued

(c) In the event the owner is not billed for the provisions of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any gas service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

(C) For Existing Dwellings Converting to Gas Space Heating:

(1) Applicability and Compliance:

An existing dwelling will not be supplied gas service for the purpose of converting to gas space heating unless:

(General Information - Continued on Leaf No. 97.0)

..DID: 6453
..TXT: PSC NO: 9 GAS LEAF: 97
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Gas Space Heating - Continued

(1) Applicability and Compliance - Continued

(a) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater;

(b) The dwelling has storm windows, or thermal windows with multiple glazing; and

(c) The entrances have storm doors or thermal doors.

(2) Waiver:

(a) The Company may waive the requirements in Subdivision C (1) above where:

(i) The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building).

(ii) The dwelling is a historical building, or

(iii) Other measures have been taken so that the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of Subdivision C (1). Such a heat loss calculation must be certified by a licensed architect or engineer.

(General Information - Continued on Leaf No. 98.0)

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

15. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Gas Space Heating - Continued

(2) Waiver - Continued

(b) In the case of a dwelling having a flat roof, compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

(c) In the case of a dwelling having six or more stories, storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weather-stripped. This certification shall be made in writing to the Commission. A storm window will not be required on any window opening onto a fire escape.

(d) Copies of waivers granted or denied by the Company shall be made available to the Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Commission.

(e) The Commission may grant a waiver of the requirements of Subdivision C (1) for just cause after an applicant for gas service has been denied a waiver by the Company.

(General Information - Continued on Leaf No. 99)

Effective date postponed to 07/01/2014. See Supplement No. 59.

..DID: 6472
..TXT: PSC NO: 9 GAS LEAF: 99
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Gas Space Heating - Continued

(3) Certificate of Compliance:

(a) A dwelling's compliance with Subdivision C (1) shall be certified either by

(i) the owner;

(ii) a contractor of the owner's choice who has inspected the building; or

(iii) a Company representative who has inspected the building at the owner's request.

(b) The Company will provide the Certificate of Compliance Form to the applicant at the time of application for service, so that the applicant will be apprised of the requirements for service and the methods by which compliance can be certified.

(4) Penalties for Noncompliance:

(a) The Company shall impose a 25 percent surcharge on any bill for gas service to any dwelling which has been converted to gas heat, and which does not comply with the standards set forth in Subdivision C (1).

(General Information - Continued on Leaf No. 100.0)

..DID: 6467
..TXT: PSC NO: 9 GAS LEAF: 100
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(C) For Existing Dwellings Converting to Gas Space Heating - Continued

(4) Penalties for Noncompliance - Continued

(b) The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.

(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance with 90 days.

(c) In the event the owner is not billed for the provision of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any gas service the surcharge will be imposed on the bill for service to the unit occupied by the owner.

(General Information - Continued on Leaf No. 101.0)

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

15. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Gas Space Heating:

(1) **Consolidated Edison Company of New York, Inc.**

CERTIFICATE OF COMPLIANCE
New Residential Construction

The undersigned certifies that the [ ] 1 or 2 family residence [ ] multi-family residence

at .....
(Location)

is or will be, not later than 30 days after time of occupancy, in compliance with one of the following statute provisions (check one):

[ ] Part 1: E101.6
[ ] Part 3 New York State Energy Conservation
[ ] Part 4 Construction Code
[ ] Part 5
[ ] Appendix A, Opinion 77-10, Minimum Insulation Standards, New York State Public Service Commission (applies only to buildings on which construction began between April 1, 1977 and January 1, 1979).

(General Information - Continued on Leaf No. 102.0)

..DID: 6464
..TXT: PSC NO: 9 GAS LEAF: 102
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Gas Space Heating - Continued

(1) - Continued

It is understood that gas service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the Company bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

The undersigned certified that a properly executed copy of this certificate will be delivered to the owner prior to closing and further attests that all statements and representations contained in this certificate are true and accurate.

Date Signature of Builder or Contractor

(General Information - Continued on Leaf No. 103.0)

..DID: 6465
..TXT: PSC NO: 9 GAS LEAF: 103
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Gas Space Heating - Continued

(2) **Consolidated Edison Company of New York, Inc.**

CERTIFICATE OF COMPLIANCE
Dwelling Converting to Gas Space Heating

One of the following certificates shall be completed and signed:

(a) I (Owner) am aware that the Minimum Insulation Standards for Dwellings Converting to Gas Space Heating require my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation. I certify that my building at (Location) meets those requirements, or that I have obtained a waiver; and I understand that should my building be found not in compliance, a 25 percent surcharge on my Company bill may be imposed or gas service may be discontinued.

(General Information - Continued on Leaf No. 104.0)

..DID: 6466
..TXT: PSC NO: 9 GAS LEAF: 104
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Gas Space Heating - Continued

(2) - Continued

(a) - Continued

The undersigned attests that all statements and representations contained in this certificate are true and accurate.

(Signature of Owner)

(Address)

(b) I have inspected the building at
(Location)

owned by (Owner) and certify that it meets the

requirements of the Minimum Insulation Standards for Dwellings Converting to Gas Space Heating.

(General Information - Continued on Leaf No. 105)

..DID: 6204
..TXT: PSC NO: 9 GAS LEAF: 105
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

15. Minimum Insulation Standards - Continued

(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing Dwellings Converting to Gas Space Heating - Continued

(2) - Continued

(b) - Continued

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner and further attests that all statements and representations contained in this certificate are true and accurate.

. . . .

..DID: 6205
..TXT: PSC NO: 9 GAS LEAF: 106
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective 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

16. Reconnection of Service

(A) Service Terminated for Other Than Emergency Reasons:

The Company shall reconnect service within 24 hours after either the Customer has satisfied or corrected all conditions for termination and reconnection, upon the lawful direction of the Commission or its designee or, in the case of a residential Customer, the Company has notice that a serious impairment to health of the Customer is likely to result if service is not reconnected. However, if circumstances beyond the Company's control prevent reconnection within the specified 24 hour period, service shall be reconnected within 24 hours after those circumstances cease to exist.

(B) Service Terminated in Emergency:

The Company shall act promptly to restore service as soon as possible after a termination of service for emergency reasons. However, as to non-residential Customers, service need not be restored if, at the time restoration is to occur, the Company has the right to terminate service for other than emergency reasons.

(C) Payment Prior to Reconnection of Service:

Prior to reconnection of service terminated solely for non-payment of bills, for any tariff charge, or for failure to pay a security deposit, the Company may require a non-residential Customer to pay any bill, tariff charge and security deposit due. The Company shall offer the Customer a deferred payment agreement in circumstances where such an agreement is required under the rules of the Public Service Commission.

(General Information - Continued on Leaf No. 107)

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

16. Reconnection of Service - Continued

(D) Where the Company fails to reconnect service to a residential Customer within 24 hours or neglects to do so without good cause the Company shall pay a penalty of up to $50.00 per day to the Customer in accordance with the Public Service Commission's regulations.

(General Information - Continued on Leaf No. 108)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No.109)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 110)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 111)

PSC NO: 9 GAS LEAF: 111
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 0
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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 112)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 113)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 114)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 115)

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

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 116)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge

1. Special Services at Cost

Upon the Customer's request, the Company will perform the following special services for a Customer and will charge the Customer upon the basis of cost to the Company as defined in Paragraph 2 "Definition of Cost":

(A) Change the point of service termination or location of the service pipe as set forth in General Rule III 4 (C);

(B) Relocate Company street facilities to accommodate Customers;

(C) Remove and relocate Company facilities when a street is to become private property;

(D) Make gas main extensions in private roads or streets of real estate developments under a refunding agreement based on use of service, provided that the Customer furnishes evidence of intent, satisfactory to the Company, that the Customer will cede or otherwise transfer said roads or streets for public street purposes to the municipal or other governmental authority having jurisdiction, subject to General Rule III 3 "Installation of Mains and Services";

(General Information - Continued on Leaf No. 117)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

1. Special Services at Cost - Continued

(E) Inspect or clear drips on the service pipe beyond the point of service termination;

(F) Install service lines, service connections, and appurtenant facilities in addition to those required under General Rule III 3 (C) (3).

(G) Change an existing customer's service configuration from multiple-meter to a single-meter configuration, including all costs associated with removing and upgrading meter(s).

(H) Provide a meter or auxiliary metering equipment not normally furnished by the Company and not required for billing the customer's service, including meter upgrades and furnishing of equipment that permits remote reading of the meter.

2. Definition of Cost

The cost to be charged for the furnishing of the special services listed in Paragraph 1. "Special Services at Cost", consists of the following elements of cost where applicable.

(A) Labor of the Company organization unit involved at average payroll rate plus related expenses and indirect costs. Overtime and Sunday rates will be charged where applicable;
(B) Material at the average actual storeroom price plus 20.3% for handling cost (Sales Taxes to be added where applicable);
(C) Use of transportation vehicles at rates covering operation, maintenance, carrying charges and taxes;
(D) Contract work and sundry vendors' bills at invoice cost, including any taxes contained therein;
(E) Use of large tools and equipment at rates covering operation, maintenance and carrying charges;
(F) Corporate overhead for the above five defined costs, (A through E) at (a) 8% for engineering and drafting, unless the labor cost for those services is separately stated or was already charged on a prior invoice, (b) 14% for construction management, if applicable, and (c) 3% for administration;
(G) Salvage credit at storeroom price of materials reduced by salvaging cost, or at junk value.

The above-described costs, where applicable, shall be increased to reflect the percentage Increase in Rates and Charges, as explained in General Information Section VIII and shown on the related Statement.

(General Information - Continued on Leaf No. 118)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

3. Special Services at Stipulated Rates

(a) Special Request for Billing and Credit Information

An SC No. 20 Marketer that is authorized by a Customer to receive usage and billing information may request and will be provided a statement of the account's usage and billing information as provided in the UBP, which states the period to be covered by the statement that will be provided without charge.

A Marketer which affirms electronically or in writing that it has received written authorization from a Customer to receive credit information may request and will be provided such information in accordance with the UBP, which states the period for which information will be provided without charge.

The Company will charge $15.00 per account per year of information when usage and billing information and/or credit information is requested beyond that provided at no charge.

The Company will not disclose Customer information to a Marketer if the Customer has given advance written notification to the Company that such information should not be disclosed.

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within ten days of receipt of the written request.

(b) Special Meter Reading Fees

A Customer or Customer's Marketer requesting a special meter reading will be charged a fee of $19.00 per Customer account per visit.

A special meter reading is a meter reading at the Customer's premises performed on a date that is different from the customer's regularly scheduled meter reading date. Special meter readings must be scheduled two business days before the special meter reading date.

The Company will complete a meter reading requested by a Residential Customer upon discontinuance of utility service in accordance with the provisions of Public Service Law §39.4, and such customer will be charged the $19.00 fee, subject to the following:

(1) Upon receipt of either oral or written notification from Residential Customer that the Customer will be discontinuing gas service, the Company shall notify such Customer of their right to an actual meter reading;

(General Information - Continued on Leaf No. 118.1)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

3. Special Services at Stipulated Rates - Continued

(b) Special Meter Reading Fees - Continued

(2) The Company shall attempt to read the meter within 48 hours of such request for termination on discontinuation of gas service to a Residential Customer, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading;

(3) The Company shall not be required to provide a meter reading during a holiday or non-work day, but shall instead provide such meter reading on the next workday;

(4) The Company shall only charge a Customer one special meter reading fee for reading both meters should the Customer request final meter readings for both electric and gas service; and

(5) The Company will not charge a meter reading fee to a Residential Customer where the Company has the ability to read the Customer's meter without sending personnel to the Customer's premises.

(c) Request for Aggregated Company Records

A building owner or its authorized agent may request that the Company provide aggregated information concerning a building's gas usage (i.e., for all units plus common areas) in therms covering up to the most recent two years from the date of the request.

All requests for Company records will be subject to the following terms and charges:

(1) Building-level Data will be provided solely in aggregate form, without revealing particularized or identifiable Customer information in accordance with the Commission's applicable aggregation privacy standard, with exceptions made for compliance with local laws. A building owner or agent of a building, not covered by the local law exemption, that does not pass the privacy screen of the aggregation privacy standard, can still obtain data for their building, if they submit letters of authorization from all account holders involved. A Request for information may be made by: the address served by the Company; the building identification number ("BIN") assigned to the building by the New York City Department of Buildings; or the borough, tax block and tax lot ("BBL") number assigned to the property by the New York City Department of Finance.

There is no charge for requests for information covering the lesser of 24 months or the months of data in the Company's database of current Customers, independent of the number of addresses or buildings associated with the BIN or BBL number. The charge is $102.50 per hour of Company labor (calculated in half-hour increments and rounded up to the nearest half-hour) for archived information.

(General Information - Continued on Leaf No. 118.1.1)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

3. Special Services at Stipulated Rates - Continued

(c) Request for Aggregated Company Records - Continued

(2) Tenant-level Data, provided for all directly-metered accounts in the building for which the Company has received written consent from the Customer authorizing the release of information to the building owner or its agent.

There is no charge for requests for information covering two years or less of data. There is a charge of $102.50 per hour of Company labor (calculated in half-hour increments and rounded up to the nearest half-hour) for data that exceeds a 24 month period.

(3) All requests for building-level or tenant-level data must be made in writing and must state the relationship of the requestor to the building and the reason the information is being requested. The Company will comply with requests within 15 business days or within a reasonable period thereafter if the Company receives multiple requests during such timeframe.

(4) If building-level or tenant-level data is requested for both gas and electricity in a building receiving the Company's gas and electricity service, half of the applicable charge will be allocated to the gas service and half to the electric service.

4. Community Choice Aggregation ("CCA") Program

A CCA Program allows municipalities (villages, towns and cities) to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.

(General Information - Continued on Leaf No. 118.2)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

4. Community Choice Aggregation ("CCA") Program - Continued

(a) In accordance with the Orders issued in Case 14-M-0224, before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO) must:

(1) sign a data security agreement acceptable to the Company, and
(2) have an approved implementation plan and certification of local authorization approved by the New York State Public Service Commission.

(b) Upon fulfilling the requirements in Rule (a), the Company will provide the following information to the municipality or their designee in accordance with the terms and fee(s) stated herein.

(1) Aggregated customer data, including the number of Customers by service class, and the volumetric gas consumption by month for the past 12 months by service class, and the distribution of the meter reading. This information will be provided to the municipality or CCA Administrator within twenty days of a request.

There is no charge for the above aggregated data in (1) as reflected on the Statement of CCA Data Access Fees.

(2) After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the Orders issued in Case 14-M-0224. The data should include:

i) Customer of record's name
ii) Mailing Address
iii) Primary Language (if available from the Company's billing system)
iv) Any customer-specific alternate billing name and address
v) Meter reading data (bill cycle and period code)
vi) Tax exempt status

(3) After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out of the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.

There are no charges for the above data described in (2) and (3) as reflected on the Statement of CCA Data Access Fees.

(General Information - Continued on Leaf No. 118.3)

GENERAL INFORMATION - Continued

IV. Special Services Performed by the Company for Customers at a Charge - Continued

4. Community Choice Aggregation ("CCA") Program - Continued

(b) - Continued

(4) Within five days of a request by the municipality or CCA Administrator the Company will transfer to the requestor the Customer data in (2) for newly eligible Customers that were not on a previous list of Customers eligible to opt-out. After the opt-out process has been completed for those customers, the Company will provide account numbers for Customers that did not opt-out as described in (3). These newly eligible Customer lists will be provided without charge. The Company will distinguish between new accounts and Customers that are now opt-out eligible for other reasons.

(c) For disputes arising in relation to a CCA, the Company, CCA Administrators, and ESCOs may utilize the dispute resolution process specified in the January 19, 2023, Order issued in Case No. 14-M-0224.

V. Provisions Hereof Subject to Termination, Change or Modification

This Rate Schedule and the Service Classification, rates, general information, rules, regulations, terms and conditions, characteristics of service, forms of application, riders, and other provisions, contained or referred to in this Rate Schedule and in any revised leaf thereof, including agreements for service, are subject to such termination, change or modification, at any time, as may be provided by the lawful orders of the Public Service Commission or in any Schedule or revised leaf subsequently issued and in effect according to law. The Company reserves the right, in any manner permitted by law and at any time, to terminate, change, or modify this Rate Schedule and any of the Service Classifications, rates, general information, rules, regulations, terms and conditions, characteristics of service, forms of application, riders, and other provisions, contained in this Rate Schedule and in any revised leaf thereof including agreements for service.

(General Information - Continued on Leaf No. 119)

..DID: 9488
..TXT: PSC NO: 9 GAS LEAF: 119
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/99 SUPERSEDING REVISION: 0
STAMPS:
Effective date postponed to 09/17/99. See Supplement No. 2
RECEIVED: 07/29/99 STATUS: Effective EFFECTIVE: 09/17/99

VI. Service Classification Riders (Available on Request)

RIDER A

Applicable to Service Classification Nos. 1, 2, 3, 9, 12, 13, 14, 19 and 20

(A) Continuance of Agreement for Service by Receiver, Trustee, or Like Officer of Court:

In consideration of Consolidated Edison Company of New York, Inc., continuing the agreement between it and . . . . . (Name of existing Customer)

for the furnishing of electric or gas service, or both, (as indicated on the Customer's agreement to which this Rider is appended) at . . . . . (Premises served under agreement)

with . . . . . (Name of Receiver, Trustee, or other like Officer of Court) as Receiver, Trustee, or other like Officer {in/of} . . . . . (Equity, bankruptcy, rent, etc.)

of . . . . . (Name of Customer) {I/we} hereby assume the obligations

(General Information - Continued on Leaf No. 120.0)

Effective date postponed to 09/17/99. See Supplement No. 2

..DID: 6283
..TXT: PSC NO: 9 GAS LEAF: 120
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER A - Continued

(A) Continuance of Agreement for Service by Receiver, Trustee, or Like Officer of Court - Continued

of the annexed agreement and agree to pay for such service used in said premises at the rate specified in said agreement until 5 days after written notice is given to the Company to discontinue such service in said premises.

(To be appended to original agreement for service)

Date . . . . . Signature . . . . . .
(of Receiver,Trustee or other like Officer of Court)

Mailing Address . . . . . .

Date . . . . . Reviewed by: . . . . . .

Date . . . . . Approved by: . . . . . .

(General Information - Continued on Leaf No. 121.0)

..DID: 9494
..TXT: PSC NO: 9 GAS LEAF: 121
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/99 SUPERSEDING REVISION: 0
STAMPS:
Effective date postponed to 09/17/99. See Supplement No. 2
RECEIVED: 07/29/99 STATUS: Effective EFFECTIVE: 09/17/99

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER B

Applicable to Service Classification Nos. 2, 3 and 9, to religious corporations or associations under Service Classification No. 1, and to veterans' organizations which were receiving service under this Rider when transferred to Service Classification No. 1, subject to the provisions thereof

(Available only in the City of New York)

Service under the provisions of this Rider is available only to a Customer who was taking service under a Rider B agreement on May 31, 1959, and only as to such buildings or parts of buildings which were included in said Customer's Rider agreement on such date.

(B) Conjunctional Billing:

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are exclusively used by the Customer as a unitary enterprise and are under a common ownership or leasehold for not less than a 5 year term, of public record in the name of the Customer, the quantities of gas supplied to such buildings or parts of buildings will be added for the purpose of determining the amount of the bill which such Customer shall receive for service, provided:

(1) The buildings or parts of buildings so supplied are adjoining; or

(2) The buildings or parts of buildings, separated by a City street, are situated upon parcels of land which occupy wholly or in part immediately opposite street frontages on the same street; or

(General Information - Continued on Leaf No. 122.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003**
(Name of Officer, Title, Address)

..DID: 6285
..TXT: PSC NO: 9 GAS LEAF: 122
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER B - Continued

(B) Conjunctional Billing - Continued

(3) The buildings or parts of buildings are situated upon the same parcel or contiguous parcels of land and are exclusively occupied and used by the Customer as a unitary enterprise at one location and under one management.

Each Customer hereunder shall furnish to the Company satisfactory proof that the buildings or parts of buildings in question conform to the above-stated conditions and to the other terms of the Service Classification to which this Rider is being applied, and that the use of gas within such buildings or parts of buildings conforms in all respects to the regulations contained in the Company's Rate Schedule. Upon any change in this relationship, or in such use, contrary to these conditions, the Customer agrees that he will forthwith notify the Company thereof in writing, and agree that his application and its acceptance for the Company shall become null and void.

Buildings or parts of buildings included in this Rider . . . . . .

. . . . . .

Date . . . . . Full name of Customer . . . . . .

By . . . . . .
(Signature and title of authorized representative or agent)

Date . . . . . Reviewed by: . . . . . .

Date . . . . . Approved by: . . . . . .

(General Information - Continued on Leaf No. 123.0)

..DID: 9495
..TXT: PSC NO: 9 GAS LEAF: 123
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/99 SUPERSEDING REVISION: 0
STAMPS:
Effective date postponed to 09/17/99. See Supplement No. 2
RECEIVED: 07/29/99 STATUS: Effective EFFECTIVE: 09/17/99

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER C

Applicable to Service Classification Nos. 2, 3 and 9, to religious corporations or associations under Service Classification No. 1, and to veterans'organizations which were receiving service under this Rider when transferred to Service Classification No. 1, subject to the provisions thereof

(Available only in the City of New York)

Service under the provisions of this Rider is available only to a Customer who was taking service under a Rider C agreement on May 31, 1959, and only as to such buildings or parts of buildings which were included in said Customer's Rider agreement on such date.

(C) Intercommunicating Buildings:

It is further understood and agreed that when the group of buildings or parts of buildings enumerated hereon are exclusively used by the Customer as a unitary enterprise and are under a common ownership or leasehold, of public record in the name of the Customer, and are inter-communicating by means of doors or passageways permitting persons to pass from one building to the other without going outside of either building, and also are operated as a single property, the quantities of gas supplied to such buildings or parts of buildings will be added for the purpose of determining the amount of the bill which such Customer shall receive for service.

The Customer will, on request, furnish to the Company satisfactory proof that the buildings or parts of buildings in question conform to the above-stated conditions and to the other terms of the Service Classification to which this Rider is being applied, and that the use of gas within such buildings or parts of buildings conforms in all respects to the regulations contained in the Company's Rate Schedule. Upon any change in this relationship, or in such use, contrary to these conditions, the Customers agree that he will forthwith notify the Company thereof in writing, and agree that his application and its acceptance for the Company shall become null and void.

(General Information - Continued on Leaf No. 124.0)

Effective date postponed to 09/17/99. See Supplement No. 2

..DID: 6456
..TXT: PSC NO: 9 GAS LEAF: 124
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER C - Continued

(C) Intercommunicating Buildings - Continued

Buildings or parts of buildings included in this Rider

Date Full name of Customer

By:
(Signature and title of authorized representative or agent)

Date Reviewed by:

Date Approved by:

(General Information - Continued on Leaf No. 125.0)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER D

Applicable to Service Classification Nos. 2 and 9
(Subject to the provisions thereof)

EXCELSIOR JOBS PROGRAM

To New and Existing Customers eligible for service under Service Classification (SC) No. 2, SC No. 9 Rate A(2) and SC No. 9 Rate A(4) of this Rate Schedule and who meet the eligibility requirements of this Rider. New and Existing Customers who qualify for tax credits pursuant to the Excelsior Jobs Program ("EJP") Act (L. 2011, c. 61) may receive EJP rates as described hereunder.

(A) Definitions

"Baseline Billing Determinants" shall be the usage established for Existing Customers based on the twelve monthly billing periods immediately preceding the Company's receipt of the Customer's Initial Certification. For SC No. 2 Rate II Customers the gas usage will be adjusted for normal weather conditions. The Company may estimate or adjust the Baseline Billing Determinants if sufficient billing information does not exist, or if the Company determines that the billing history does not reflect any changes in the customer's usage characteristics. The Baseline Billing Determinants that are established per month will remain fixed for the entire EJP term.

"Incremental Billing Determinants" shall mean: (a) an Existing Customer's monthly usage (weather adjusted usage for SC No. 2 Rate II customers) in excess of the Existing Customer's Baseline Billing Determinants, or (b) a New Customer's monthly usage. The Incremental Billing Determinants will be the basis for the usage subject to EJP rates under this Rider.

"Certificate of Eligibility" means the document, as defined in the EJP Act, issued by Empire State Development ("ESD") to a Customer or applicant that has been accepted into EJP for its location. Possession of a certificate of eligibility does not by itself guarantee eligibility to claim benefits under EJP.

"Certificate of Tax Credit" means the document, as defined in the EJP Act, issued to a participant by ESD that entitles a participant to claim a tax credit and reduced delivery rates for a twelve month period pursuant to the EJP Act.

"Existing Customer" means, for the purpose of this Rider, any customer who is not a New Customer.

(General Information - Continued on Leaf No. 126)

PSC NO: 9 GAS LEAF: 126
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 06/01/12 SUPERSEDING REVISION: 3
STAMPS: Issued in Compliance with Order in Case 11-M-0542 dated December 9, 2011

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER D - Continued
Applicable to Service Classification Nos. 2 and 9
(Subject to the provisions thereof)

EXCELSIOR JOBS PROGRAM – Continued

(A) Definitions – Continued

"New Customer" means, for the purpose of this Rider, a Customer who commenced receiving service at a premises within 12 months of receiving its Certificate of Eligibility and can demonstrate that:

(a) its activities are largely or entirely different in nature from that of the previous Customer at that location; or
(b) if the activities are not so different, the owner(s), operator(s) and manager(s) are substantially different; or
(c) business has not been conducted at the premises for at least two monthly billing periods prior to the customer's receipt of a Certificate of Eligibility.

(B) Eligibility

Initial Certification: To receive service under this Rider, the Customer must be directly metered by the Company and must provide a copy of its Certificate of Eligibility and applicable account information to the Company within 60 days of receiving a Certificate of Eligibility from ESD.

Annual Certification: After the initial Certification, the Customer will be eligible for service under this Rider for up to ten consecutive years (the "Term"), provided: (1) the Customer submits to the Company, each year, a copy of the Certificate of Tax Credit ("Tax Certificate") issued by ESD for the prior tax year, or (2) ESD certifies to the Company that ESD has issued a Tax Certificate to the Customer ("Tax Certification") for the prior tax year.

The delivery rate reductions specified hereunder will be applied for the 12 consecutive monthly billing periods commencing with the first monthly billing period having a "from" date on or after the Company's receipt of the initial Tax Certificate or Tax Certification. On the first anniversary of the commencement of delivery rate reductions, and each anniversary thereafter, delivery rate reductions will commence for another 12 monthly billing periods if the Company receives a new Tax Certificate or Tax Certification on or before the anniversary. If a new Tax Certificate or Tax Certification is not received by the anniversary and the Customer received delivery rate reductions in the billing period that ended on the anniversary, the Company will continue to apply the delivery rate reductions for up to an additional three monthly billing periods ("grace period") to

(General Information - Continued on Leaf No. 127)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER D - Continued

Applicable to Service Classification Nos. 2 and 9
(Subject to the provisions thereof)

EXCELSIOR JOBS PROGRAM – Continued

(B) Eligibility - Continued

allow time for the Company to receive either a new Tax Certificate or Tax Certification. If a new Tax Certificate or Tax Certification is received during the grace period, any rate reductions applied during the grace period will be counted toward the 12 monthly billing periods that commenced on the anniversary. If a new Tax Certificate or Tax Certification is not received by the end of the grace period, the rate reductions will cease at the end of the grace period. If a new Tax Certificate or Tax Certification is received after the end of the grace period, the rate reductions will be applied prospectively for the remaining billing periods of the 12 monthly billing periods that commenced on the anniversary.

Should there be a gap of one or more years before the Company receives a new Tax Certificate or Tax Certification, the Customer will be eligible for delivery rate reductions for (a) the twelve monthly billing periods that commence on the current year's anniversary, if the Company receives the new Tax Certificate or Tax Certification on or before the anniversary, or (b) the remaining billing periods of the twelve monthly billing periods that commenced on the current year's anniversary, if the new Tax Certificate or Tax Certification is received after the anniversary.

(C) Restrictions as to the Eligibility of This Rider

Customers being served under Rider H of this Rate Schedule are not eligible for service under this Rider.

(D) Term

Customers will be eligible for EJP delivery rate reductions specified under this Rider for up to ten consecutive 12-month periods. Customers who discontinue service under this Rider to commence service under Rider H will not be eligible thereafter to receive service under this Rider.

(General Information - Continued on Leaf No. 128)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER D - Continued

Applicable to Service Classification Nos. 2 and 9
(Subject to the provisions thereof)

EXCELSIOR JOBS PROGRAM - Continued

(E) Base Rates

Delivery rate reductions under this Rider shall apply only to monthly usage as defined under Incremental Billing Determinants, for:

i) New Customers, and

ii) Existing Customers if their Incremental Billing Determinants increase over their Baseline Billing Determinants by at least 25% for the month.

The applicable rate below is based on the customer's eligibility for Rate I or Rate II as specified under Service Classification No. 2 of this Rate Schedule. The Customer's monthly gas usage not subject to delivery rate discounts under this Rider will be billed at the applicable base rates set forth in Service Classification No. 2.

For Customers receiving service under this Rider, the following delivery rate reductions will be applied to monthly Service Classification No. 2 or 9 base tariff charges, including the minimum monthly charge, before application of the Increase in Rates and Charges (as explained in General Information Section VIII and shown on the related Statement).

The applicable Percentage Rate Reduction is based on the date the Customer commenced service under this Rider, as shown below:

<table>
<tr><td>Rate Class</td><td colspan="4">Commencement Date</td></tr>
<tr><td></td><td>2/1/2017 - 1/31/2020</td><td>2/1/2020 - 12/31/2022</td><td>8/1/2023 - 1/31/2026</td><td>2/1/2026 and thereafter</td></tr>
<tr><td>SC No. 2 – Rate I or
SC No. 9 Rate A (2)</td><td>41%</td><td>23%</td><td>53%</td><td>53%</td></tr>
<tr><td>SC No. 2 – Rate II or
SC No. 9 Rate A (4)</td><td>0%</td><td>0%</td><td>40%</td><td>33%</td></tr>
</table>

To the extent that marginal delivery costs change over time, the Company may file amended discounts with the Commission for its review and approval.

(General Information - Continued on Leaf No. 129)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER D - Continued

Applicable to Service Classification Nos. 2 and 9
(Subject to the provisions thereof)

EXCELSIOR JOBS PROGRAM - Continued

(E) Base Rates – Continued

Merchant Function Charge, System Benefits Charge, Billing and Payment Processing Charge, Arrears Management Program Recovery Surcharge, and Weather Normalization Adjustment
A Firm Sales Customer taking service under this rate is also subject to a Merchant Function Charge, System Benefits Charge, Billing and Payment Processing Charge, Arrears Management Program Recovery Surcharge and the Weather Normalization Adjustment as explained in General Information Section IX. A Firm Transportation Customer taking service under this rate is subject to a System Benefits Charge and may be subject to the Billing and Payment Processing Charge if the Customer is not receiving consolidated utility billing as explained in General Information Section IX.

Gas Cost Factor and Monthly Rate Adjustments
A Firm Sales Customer taking service under this Rider is also subject to the Gas Cost Factor applicable to SC No. 2, Rate I or II, of this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII. A Firm Transportation Customer taking service under this Rider is also subject to the Monthly Rate Adjustment as explained in Rate Provision (J)(1) of SC No. 9.

(General Information - Continued on Leaf No. 130)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER E – LOW INCOME PROGRAM

Applicable to Service Classifications Nos. 1, 3 and 9
(Subject to the provisions thereof)

(A) Applicability:

To Customers taking service under Service Classification (SC) No. 1, SC No. 3, SC No. 9 Rates (A)(1), (A)(6), (A)(7) and (A)(11) and Rider J Rates I and II and who are enrolled in the Company's Low Income Program ("Low Income Customer").

(B) Definitions:

The following terms are defined for the purposes of this Rider only:

An "add-on benefit", as referenced in the PSC's May 20, 2016 Order Adopting Low Income Program Modifications and Directing Utility Filings in Case 14-M-0565, is an incremental payment that is provided to regular HEAP benefit recipients if their household income is at or below 130% of the federal poverty level, or if their household contains a vulnerable individual (household member who is age 60 or older, under age 6, or permanently disabled). A customer can receive two add-on benefits if both of these conditions apply to their household.

"HEAP" refers to the Home Energy Assistance Program.

(C) Eligibility:

Eligibility for the Company's Low Income Program Tiers is as follows:

Tier 1: A Customer must receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, Medicaid, the Supplemental Nutrition Assistance Program, Federal Public Housing Assistance, Veterans Pension and Survivors Benefit programs, the federal Lifeline program, Bureau of Indian Affairs General Assistance, Tribal Head Start, Tribal Temporary Assistance to Needy Families, Food Distribution Program on Indian Reservation, or have received a HEAP benefit in the preceding 18 months.

Tier 2: A Customer must have received a regular HEAP benefit in the preceding 18 months with one add-on benefit.

Tier 3: A Customer must have received a regular HEAP benefit in the preceding 18 months with two add-on benefits.

Tier 4: A Customer must be enrolled in the Direct Vendor or Utility Guarantee Program.

(General Information - Continued on Leaf No. 131)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER E – LOW INCOME PROGRAM – continued

(D) Discounts:

Pursuant to the Commission's Order Adopting Energy Affordability Policy Modifications and Directing Utility Filings, issued August 12, 2021, in Cases 14-M-0565 and 20-M-0266, Customers under this Rider will receive a discount to their monthly bill ("Low Income Discount"), as shown on the Statement of Low Income Customer Affordability Assistance Program ("LICAAP") Discounts. The Low Income Discount will not be prorated.

The Company will update the Statement of LICAAP Discounts, apart from this Rate Schedule: (1) on not less than one day's notice to become effective on September 1, 2021; (2) annually, beginning in 2022, by November 1st to become effective on December 1st; and (3) with the first Rate Year compliance filing of a new rate plan.

(E) Billing:

The Low Income Discount will be shown as a credit on the Customer's bill. If the credit exceeds the charges on the Customer's bill, any remaining credit will be carried forward and used to credit subsequent monthly bills.

(F) Levelized Payment Plan:

Commencing January 1, 2018, Customers enrolled in the Company's Low Income Program, other than those in Arrears or in Tier 4, will be notified that they will automatically be enrolled in the Company's Levelized Payment Plan as described in General Information Section III.8.(Q), unless the Customer contacts the Company and opts out within 30 days of receiving such notice. Customers enrolled in the Company's Low Income Program that are in Arrears or in Tier 4 will receive such notice when their Arrears balance is paid in full, or if they enter into a Deferred Payment Agreement with the Company as described in General Information Section III.8.(R), provided that they are still enrolled in the Low Income Program at that time. Once enrolled in the Levelized Payment Plan, Customers can end their participation at any time.

(G) Reconnect Charge:

A waiver of the reconnection charge as set forth in General Information Section III.8.(V) may be applicable to Customers served under this Rider.

(General Information - Continued on Leaf No. 132)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER F – ENHANCED ENERGY AFFORDABILITY PROGRAM

Applicable to Service Classifications Nos. 1, 3 and 9
(Subject to the provisions thereof)

(A) Applicability

To Customers taking service under Service Classification (SC) No. 1, SC No. 3, SC No. 9 Rates (A)(1), (A)(6) and (A)(10) and Rider J Rates I and II and who are meet the requirements of this Rider.

(B) Eligibility

Eligibility for the Company's Enhanced Energy Affordability Program Credit ("EEAC") Tiers is as follows:

Tier 5: Applicable to Customers with income less than 60% of the Area Median Income, but who otherwise do not qualify for the Company's Low Income Program under Rider E.

Tier 6: Applicable to Customers with income greater than or equal to 60% but less than 80% of the Area Median Income.

Tier 7: Applicable to Customers with income greater than or equal to 80% but less than 100% of the Area Median Income.

(C) Application and Term of Service

Customers can enroll for service under this Rider through an approved third party vendor. The term of service under this Rider is 18 months. Customers can reenroll after each term has been completed to continue to receive benefits, if eligible.

(D) Discounts

Pursuant to the Commission's Order on Procedures for Implementing Enhanced Energy Affordability Program, issued September 19, 2025, in Cases 14-M-0565 and 23-M-0298, Customers under this Rider will receive a credit to their monthly bill ("EEAC"), as shown on the Statement of Enhanced Energy Affordability Program Credits. The EEAC will not be prorated. The Percentage Increase in Rates and Charges as described in General Information Section VIII will not apply.

The Company will update the Statement of EEAC, apart from this Rate Schedule: (1) on not less than 30 day's notice to become effective on January 13, 2026; (2) annually, beginning in 2026, by November 1st to become effective on December 1st; and (3) with the first Rate Year compliance filing of a new rate plan.

(General Information - Continued on Leaf No. 133)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER F – ENHANCED ENERGY AFFORDABILITY PROGRAM – continued

(E) Billing

The EEAC will be shown as a credit on the Customer's bill. If the credit exceeds the charges on the Customer's bill, any remaining credit will be carried forward and used to credit subsequent monthly bills.

(F) Restrictions

Customers under this Rider cannot participate in the Company's Low Income Program under Rider E. Customers under this Rider do not receive the same offerings such as a waiver of the reconnection charge and automatic enrollment in the Company's Levelized Payment Plan as for Customers under the Company's Low Income Program.

(General Information - Continued on Leaf No. 134)

PSC NO: 9 GAS LEAF: 134
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 135)

PSC NO: 9 GAS LEAF: 135
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 136)

PSC NO: 9 GAS LEAF: 136
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 137)

PSC NO: 9 GAS LEAF: 137
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 138)

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: 138
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 139)

PSC NO: 9 GAS LEAF: 139
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC**. REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 140)

PSC NO: 9 GAS LEAF: 140
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 141)

PSC NO: 9 GAS LEAF: 141
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 142)

PSC NO: 9 GAS LEAF: 142
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE:10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 143)

PSC NO: 9 GAS LEAF: 143
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 144.)

PSC NO: 9 GAS LEAF: 144
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 145)

PSC NO: 9 GAS LEAF: 145
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 146)

PSC NO: 9 GAS LEAF: 146
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 8
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 6
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 147)

PSC NO: 9 GAS LEAF: 147
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 148)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 149)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 150)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 151)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 152)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER G - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.1)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate

(A) Applicability:

To the following customers where a separately metered gas service is used solely for the purpose of the operation of a Distributed Generation Facility with a nameplate rating less than 50 MegaWatts and having an Annual Load Factor equal to or greater than 50 percent. Where multiple units are installed at a single specified location, the total nameplate rating of all units billed under a single account shall govern the rates that will apply, except as provided for in Special Provision (H)(5):

i) To non-residential Customers eligible to receive service under Service Classification ("SC") No. 2 and SC No. 9 Rates A(2) and A(4) and
ii) To customers eligible to receive service under SC No. 3 Rate II, and SC No. 9 Rate A (7) in buildings with five or more dwelling units with a separately metered Distributed Generation Facility.

(B) Definitions:

For the purposes of this Rider, the following definitions shall apply:

(i) **Annual Load Factor** is defined as the Customer's annual gas usage divided by the product of the Customer's Winter Peak Day Gas Usage and the number of days in the annual determination period.

The formula to calculate Annual Load Factor is:

$$\text{Annual Load Factor} = \frac{\text{Total Annual Gas Usage}}{\text{Winter Peak Day Usage x No. of days in the annual determination period}}$$

(ii) **Distributed Generation** represents generating units designed to provide electricity to a single Customer or specific Customers within a Specified Location.

(iii) **Distributed Generation Facility** is defined as one or more on-site Distributed Generation units (including combined heat and power applications) billed under a single account.

(iv) **Specified Location** is defined as a single building; or several buildings within a single parcel of land not intersected by a public highway or a city street, under ownership of a single customer and having the same customer name on all accounts.

(General Information - Continued on Leaf No. 154.2)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(B) Definitions: - Continued

(v) **Winter Peak Day Gas Usage and Average Daily Gas Usage**:

For determining continued eligibility after the first fifteen months of service hereunder, and annually each year thereafter, Winter Peak Day Gas Usage shall be calculated as follows:

For a Customer with a Distributed Generation Facility rated at less than 5 MegaWatts and billed under Rate I of this Rider, the Customer's Winter Peak Day Usage is the Customer's highest Average Daily Gas Usage occurring during the Winter Period multiplied by 1.4 to reflect the relationship between the experienced actual Winter Peak Day Gas Usage and the highest Winter Average Daily Gas Usage. Average Daily Gas Usage is defined as the Customer's metered gas usage for the billing period divided by the number of days in the billing period.

For a Customer with a Distributed Generation Facility rated at 5 MegaWatts and greater, or a Customer with a Distributed Generation Facility rated at least 1 MegaWatt but less than 5 MegaWatts who chooses to be billed under Rate II of this Rider pursuant to Special Provision (H) (5), the Customer's Winter Peak Day Gas Usage is the Customer's highest daily gas usage occurring during the Winter Period.

(vi) **Summer Period** is defined as the period from April 1 to October 31.

(vii) **Winter Period** is defined as the period from November 1 through March 31.

(General Information - Continued on Leaf No. 154.3)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(C) Eligibility:

A Customer's initial and continued eligibility for service hereunder shall be contingent upon the Customer maintaining an Annual Load Factor of at least 50 percent for its gas usage.

For purposes of determining a Customer's initial eligibility for service under this Rider, the Customer shall provide the Company with a reasonable estimate of the Customer's Annual Gas Usage and Winter Peak Day Gas Usage during the first year of operation of the Customer's Distributed Generation Facility, with the first year commencing after a three-month start-up phase. Such estimate shall be submitted on a form provided by the Company that is completed and signed by a Professional Engineer retained by the Customer. In the event the Customer does not submit the required information, the Company will estimate the Customer's Annual Load Factor using the best available information. A Customer may be denied service if the Customer fails to supply adequate information required to establish initial eligibility for service hereunder.

The Customer's Annual Load Factor shall be computed after the first fifteen monthly billing periods hereunder (based on the most recent twelve-month billing period) and annually thereafter for the purpose of determining continued eligibility. A Customer whose annual load factor falls below 50 percent will become ineligible for service under this Rider for one year and will be notified in writing to this effect. Such notification will also stipulate that the customer must elect to be transferred to and billed for all gas usage recorded thereafter at the rates and charges of the Customer's otherwise applicable firm, interruptible or off-peak firm Service Classification, and that such election be made within 15 days of receipt of such notification. A Customer who fails to make an election will be deemed to have elected firm service. In instances where the Customer can demonstrate to the Company's satisfaction that the Customer experienced conditions at its facility that prevented the Customer from maintaining an Annual Load Factor of at least 50 percent and that such conditions were beyond the customer's control, the Company may, at its sole discretion, continue to allow the Customer to take service under Rider H or to return to service under Rider H in less than one year. Such allowance will be contingent on the customer reasonably demonstrating to the Company's satisfaction that the condition(s) that prevented the Customer from maintaining an Annual Load Factor of at least 50 percent has been corrected and/or is not likely to recur in the next applicable annual determination period.

(General Information - Continued on Leaf No. 154.4)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(D) Determination of Contract Demand

The Contract Demand for the initiation of service under Rate II of this Rider, expressed in therms, shall be the highest one-hour gas usage (hereinafter referred to as "Peak Demand") expected during the first fifteen months of operation of the Customer's Distributed Generation Facility, as specified in the Customer's request for service under this Rider.

The Customer shall provide the Company with a reasonable estimate of its Contract Demand at the time of application for service hereunder. Such estimate shall be submitted on a form provided by the Company that is completed and signed by a Professional Engineer retained by the Customer. If the Customer fails to supply a Contract Demand for the initiation of service, the Company will establish the Customer's Contract Demand using the best available information. If the Customer's Peak Demand occurring during any monthly period exceeds the initially established Contract Demand, such higher Peak Demand shall become the Contract Demand for that monthly billing period and for each billing period thereafter, until exceeded by a higher Peak Demand, which in turn shall likewise be subject to the foregoing condition.

At any time a customer may request, in writing, a prospective change in its Contract Demand, to a higher or lower level, subject to the same requirements for the initiation of service under this Rider. Such application must demonstrate, to the Company's satisfaction, that there have been permanent changes to the Customer's gas usage due to physical changes in the Customer's Distributed Generation Facility or changes in the kind of business or activity conducted that will result in a permanent increase or decrease in the Customer's Contract Demand. Changes in anticipated weather patterns shall not constitute permanent changes for purposes of a Customer qualifying for an increase or decrease in Contract Demand.

The above determination of contract demand shall also apply to each customer account at the same Specified Location that is aggregated for the purpose of qualifying to be billed under Rate II of this Rider pursuant to Special Provision (H)(5).

(General Information - Continued on Leaf No. 154.5)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(E) Term

The term is fifteen months from the date of commencement of service hereunder, and successive annual periods thereafter. The Customer or the Company may terminate service at the end of each annual period upon not less than 30 days prior notice in writing to the other party, except that the 30 day notice period shall not apply in cases where the Customer becomes ineligible for service hereunder for failure to maintain an Annual Load Factor of fifty percent or more. The Company may also terminate service in the manner provided by law and provisions of this Rate Schedule. In addition to all other remedies available to the Company, the Company reserves the right to discontinue service immediately, temporarily or permanently, to the Customer or to the premises where there is a violation or any failure to comply with any of the provisions of this Rider, the Company's Sales and Transportation Operating procedures, or this Rate Schedule.

Once a Customer commences service under Rate I or Rate II of this Rider, the Customer must remain on that rate until the end of the initial fifteen month term or until the end of any successive annual period(s) thereafter before being eligible to switch to the alternate rate under this Rider.

An Applicant will become eligible for service under this Rider on the first day of the next billing cycle following Company's receipt of an acceptable application for service and the completion of the installation of the required metering equipment, including any customer wiring and telecommunication facilities. Except as provided under the Eligibility provisions hereunder, Customers whose annual load factor falls below fifty percent will no longer be eligible for this service and may elect to be transferred to the otherwise applicable firm, interruptible or off-peak firm service classification. A Customer who fails to make an election will be deemed to have elected firm service. Such Customers may reapply for service hereunder after twelve consecutive months.

(General Information - Continued on Leaf No. 154.6)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(F) Base Rates (per account per month):

Rate I – Applicable to Customers whose distributed generation capacity is less than 5 MegaWatts.

(1) Base Usage Charges:

(a) Applicable to Customers whose distributed generation capacity is 0.25 MegaWatt or less

Minimum Charge for the first 3 therms or less	$ 234.57	per month
Over 3 therms, for the Summer Period.....	$0.3165	per therm
Over 3 therms, for the Winter Period	$0.3955	per therm

(b) Applicable to Customers whose distributed generation capacity is greater than 0.25 MegaWatt but less than or equal to 1 MegaWatt

Minimum Charge for the first 3 therms or less.....	$ 320.51	per month
Over 3 therms, for the Summer Period.....	$0.3165	per therm
Over 3 therms, for the Winter Period	$0.3955	per therm

(c) Applicable to Customers whose distributed generation capacity is greater than 1 MegaWatt but less than or equal to 3 MegaWatts

Minimum Charge for the first 3 therms or less	$637.64	per month
Over 3 therms, for the Summer Period.....	$0.3165	per therm
Over 3 therms, for the Winter Period	$0.3955	per therm

(d) Applicable to Customers whose distributed generation capacity is greater than 3 MegaWatts but less than 5 MegaWatts

Minimum Charge for the first 3 therms or less	$849.90	per month
Over 3 therms, for the Summer Period.....	$0.3165	per therm
Over 3 therms, for the Winter Period	$0.3955	per therm

(2) Minimum Charge (per account per month): The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

(General Information - Continued on Leaf No. 154.7)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(F) Rate (per account per month) - Continued

Rate I – Applicable to Customers whose distributed generation capacity is less than 5 MegaWatts – Continued

(3) Merchant Function Charge, System Benefits Charge, Arrears Management Program Recovery Surcharge, and Billing and Payment Processing Charge:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, the System Benefits Charge, Arrears Management Program Recovery Surcharge, and the Billing and Payment Processing Charge as explained in General Information Section IX. A firm transportation Customer taking service under this rate is subject to the Billing and Payment Processing Charge and the System Benefits Charge as explained in General Information Section IX. The aforementioned rates will be the rates applicable to SC No. 2 Rate I of this Rate Schedule.

(4) Gas Cost Factor and Monthly Rate Adjustments:

A firm sales Customer taking service under this Rider is also subject to the Gas Cost Factor applicable to SC No. 2, Rate I of this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII. A firm transportation Customer taking service under this Rider is also subject to the Monthly Rate Adjustment as explained in Rate Provision (J)(1) of SC No. 9.

(General Information - Continued on Leaf No. 154.8)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(F) Base Rates (per account per month) -Continued

Rate II –

Applicable to 1) Customers whose distributed generation capacity is 5 MegaWatts or greater, but less than 50 MegaWatts, and 2) Customers with separately metered distributed generation facilities at the same Specified Location whose nameplate rating, in aggregate, is at least 5 MegaWatts, and whose nameplate rating for each distributed generation facility at the same Specified Location is at least 1 MegaWatt but less than 50 MegaWatts, as described in Special Provision (H)(5).

(1) Base Usage Charges:

Minimum Charge for the first 3 therms or less.....	$128.68	per month
Over 3 therms, for the Summer Period.....	$0.0631	per therm
Over 3 therms, for the Winter Period	$0.0794	per therm

(2) Minimum Charge (per account per month): The Monthly Minimum Charge shall be the charge for the first 3 therms of gas plus the Contract Demand Charge.

(General Information - Continued on Leaf No. 154.9)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(F) Base Rates (per account per month) – Continued

(3) Merchant Function Charge, System Benefits Charge, and Billing and Payment Processing Charge:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, the Billing and Payment Processing Charge, and the System Benefits Charge, as explained in General Information Section IX. A firm transportation Customer taking service under this rate is subject to the Billing and Payment Processing Charge and the System Benefits Charge as explained in General Information Section IX. The aforementioned rates will be the rates applicable to SC No. 2 Rate I of this Rate Schedule.

(4) Gas Cost Factor and Monthly Rate Adjustment:

A firm sales Customer taking service under this Rider is also subject to the Gas Cost Factor applicable to SC No. 2, Rate I of this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII (A). A firm transportation Customer taking service under this Rider is also subject to the Monthly Rate Adjustment as explained in Rate Provision (J)(1) of SC No. 9.

(5) Contract Demand Charge per account per month:

Per therm of Contract Demand as described in the "Determination of Contract Demand" section of this Rider ..... $54.69 per therm

(General Information - Continued on Leaf No. 154.10)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(G) Other Provisions Applicable to Rate I and Rate II

A Customer taking service under this Rider shall be subject to all other charges, terms and conditions as set forth in SC Nos. 2 or 9, except for the Revenue Decoupling Mechanism Adjustment and the monthly minimum charge applicable to large volume dual-fuel Customers in SC No. 2.

(H) Special Provisions

(1) **Metering and Communications Equipment:** Customers taking service under Rate II will be required to pay for the capital cost and installation and maintenance costs associated with such metering equipment required to provide service hereunder. The Company will furnish, install and maintain such metering equipment except as indicated below. Rate II Customers will also be required to pay annually the actual costs incurred by the Company in maintaining such equipment.

(General Information - Continued on Leaf No. 154.11)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(H) Special Provisions - Continued

(1) **Metering and Communications Equipment: -** Continued

In cases where the Company is unable to read the meter of a Customer through Customer provided communication equipment, and the Company has determined that the problem is not caused by the Company's meter or equipment, the Customer will be assessed $50.00 on each monthly cycle billing date until the condition is corrected. For each billing cycle the communication equipment is not operational, the Company shall make, and charge such customer for a special meter reading in accordance with the provision in General Information Section IV (3)(b) of this Rate Schedule. If the Company is unable to obtain a meter reading, an estimated bill will be issued. The fee will not be assessed if the Company does not attempt to read the meter. The fee will not be assessed on Customers whose communications equipment is maintained by the Company or Customers with AMI metering equipment.

(2) Separate service lines will not be required for distributed generation service and non-distributed generation service under this Rider. However, if existing services and/or upstream distribution facilities are inadequate, the Customer shall be responsible for all incremental costs incurred by the Company. Customers taking service under this Rider will be charged for additional facilities pursuant to the provisions in the Company's Gas Tariff and in accordance with the Gas Rate Plan adopted in Case 09-G-0795.

(3) Firm Transportation Customers otherwise eligible for service under Service Classification No. 9 of this Rate Schedule will be subject to Daily Delivery Service as set forth in Service Classification No. 9. All customers taking service under this Rider shall be subject to the same procedures for the "Curtailment of Service" as set forth in General Information Section III, 14. of this Rate Schedule applicable to other similarly situated firm commercial and industrial customers of this Rate Schedule.

(4) Electric private generation facilities connected in parallel with the Company's electric distribution system will be interconnected as described in the Company's Schedule for Electricity, P.S.C. No. 10.

(General Information - Continued on Leaf No. 154.11.1)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER H

Distributed Generation Rate - Continued

(H) Special Provisions - Continued

(5) Customers with separately metered distributed generation facilities at the same Specified Location whose nameplate rating, in aggregate, is at least 5 MegaWatts, but whose nameplate rating for each distributed generation facility at the same Specified Location is at least 1 MegaWatt but less than 50 MegaWatts, may, at the Customer's request, be billed under the rates applicable to Rate II as long as the following conditions are met:

(a) The Rider H accounts at a single Specified Location must be all established in a single Customer's name.
(b) Each Rider H account must be separately metered.

Each separately metered distributed generation facility, aggregated under this provision for the purpose of qualifying to be billed under Rate II of this Rider, is subject to the metering and communications requirements as specified in Special Provision (H)(1) and will be considered a separate account for billing purposes and all other provisions of this Rider including, but not limited to, the application of the annual load factor test, the determination of the contract demand and the calculation of the minimum charge.

The contract demand for each separately metered account will be determined based on the highest one hour gas usage for that individual account, in accordance with Section (D) of this Rider.

(General Information - Continued on Leaf No. 154.12)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.13)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.14)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.16)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.17)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER I

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.20)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate

(A) Applicability:

To Customers eligible to receive service under Service Classification ("SC") No. 1, SC No. 3 Rate I, and SC No. 9 Rate A (1) and A (6) in buildings with four or less dwelling units where gas supplied under this Rider is used for the purpose of the operation of a Distributed Generation Facility and for such other purposes as would normally be available under those service classifications.

This Rider is available to DG facilities that are not eligible for service under Rider H of this Rate Schedule. The Customer must indicate if the request for gas service is for an emergency generator when submitting a Rider J application.

Effective February 1, 2020, service under this Rider is not available to Customers who are located in an area that is subject to a moratorium on new gas connections, who desire to install a new service line solely for the purpose of supplying an emergency generator. General Information Section III.3.(H) specifies the conditions for supplying emergency electric generators in a moratorium area.

(B) Definitions:

For the purposes of this Rider, the following definitions shall apply:

(i) **Distributed Generation** represents generating units designed to provide electricity to a single Customer or specific Customers within a defined geographical location.

(ii) **Distributed Generation Facility** is defined as one or more on-site Distributed Generation units (including combined heat and power applications).

(iii) **Summer Period** is defined as the period from April 1 through October 31.

(iv) **Winter Period** is defined as the period from November 1 through March 31.

(General Information - Continued on Leaf No. 154.21)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.22)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER J

Residential Distributed Generation Rate - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.23)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate - Continued

(C) Term

The term is fifteen months from the date of commencement of service hereunder, and successive annual periods thereafter. The Customer or the Company may terminate service at the end of each annual period upon not less than 30 days prior notice in writing to the other party. The Company may also terminate service in the manner provided by law and provisions of this Rate Schedule. In addition to all other remedies available to the Company, the Company reserves the right to discontinue service immediately, temporarily or permanently, to the Customer or to the premises where there is a violation or any failure to comply with any of the provisions of this Rider, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule.

An Applicant will become eligible for service under this Rider on the first day of the next billing cycle following Company's receipt of an acceptable application for service and the completion of the installation of the required metering equipment, if applicable.

(General Information - Continued on Leaf No. 154.24)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate - Continued

(D) Base Rates (per month):

Rate I – Applicable to SC1 and SC9 Customers

(1) Base Usage Charges (per month):

Minimum Charge for the first 3 therms or less.....	$ 33.60 per month
Over 3 therms.....	$ 0.5997 per therm

(2) Minimum Charge (per month):

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

(3) Merchant Function Charge, System Benefits Charge, and Billing and Payment Processing Charge:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, the System Benefits Charge, and the Billing and Payment Processing Charge as explained in General Information Section IX. A firm transportation Customer taking service under this rate is subject to the Billing and Payment Processing Charge and the System Benefits Charge as explained in General Information Section IX.

(4) Gas Cost Factor and Monthly Rate Adjustments:

A firm sales Customer taking service under this Rider is also subject to the Gas Cost Factor applicable to SC No. 1 of this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII. A firm transportation Customer taking service under this Rider is also subject to the Monthly Rate Adjustment as explained in Rate Provision (J)(1) of SC No. 9.

(5) Low Income Discount:

The Low Income Discount shall apply to customers enrolled in the Low Income Program under Rider E.

(General Information - Continued on Leaf No. 154.25)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate - Continued

(D) Base Rates (per month) - Continued

Rate II -Applicable to SC 3 and SC9 Customers

(1) Base Usage Charges (per month)

Applicable to SC 3 Rate 1 and SC9 Customers in buildings with four or less dwelling units

Minimum Charge for the first 3 therms or less.....	$ 63.00 per month
Over 3 therms.....	$ 0.7503 per therm

(2) Minimum Charge (per month):

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

(3) Merchant Function Charge, System Benefits Charge, Billing and Payment Processing Charge and Weather Normalization Adjustment:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, the System Benefits Charge, the Billing and Payment Processing Charge, and the Weather Normalization Adjustment as explained in General Information Section IX. A firm transportation Customer taking service under this rate is subject to the Billing and Payment Processing Charge, the System Benefits Charge, and the Weather Normalization Adjustment as explained in General Information Section IX.

(4) **Gas Cost Factor and Monthly Rate Adjustments:**

A Firm Sales Customer taking service under this Rider is also subject to the Gas Cost Factor applicable to SC No. 3 of this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII. A firm transportation Customer taking service under this Rider is also subject to the Monthly Rate Adjustment as explained in Rate Provision (J)(1) of SC No. 9.

(5) Low Income Discount:

The Low-Income Discount shall apply to customers enrolled in the Low-Income Program under Rider E.

(General Information - Continued on Leaf No. 154.26)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER J

Residential Distributed Generation Rate – Continued

(E) Other Provisions Applicable to Rate I and Rate II

A Customer taking service under this Rider shall be subject to all other charges, terms and conditions as set forth in SC Nos. 1 or, 3 or 9, except for the Revenue Decoupling Mechanism Adjustment and the monthly minimum charge applicable to large volume dual-fuel Customers in SC No. 3.

(F) Special Provisions

(1) Separate service lines will not be required for distributed generation service and non-distributed generation service under this Rider. However, if existing services and/or upstream distribution facilities are inadequate, the Customer shall be responsible for all incremental costs incurred by the Company. Customers taking service under this Rider will be charged for additional facilities pursuant to the provisions in the Company's Gas Tariff.

(2) Firm Transportation Customers otherwise eligible for service under Service Classification No. 9 of this Rate Schedule will be subject to Daily Delivery Service as set forth in Service Classification No. 9. All customers taking service under this Rider shall be subject to the same procedures for the "Curtailment of Service" as set forth in General Information Section III, 14. of this Rate Schedule applicable to other similarly situated firm residential customers of this Rate Schedule.

(3) The Customer shall provide the Company access to its premises, at all reasonable times, to verify and inspect the installation and operation of the Customer's Distributed Generation Facility in accordance with Paragraph (C)(1) of General Information Section III.8.

(4) Electric private generation facilities connected in parallel with the Company's electric distribution system will be interconnected as described in the Company's Schedule for Electricity, P.S.C. No. 10.

(General Information - Continued on Leaf No. 154.27)

GENERAL INFORMATION – Continued

VI. Service Classification Riders (Available on Request) – Continued

RIDER J

Residential Distributed Generation Rate – Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 154.28)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER J

Residential Distributed Generation Rate – Continued

RESERVED FOR FUTURE USE

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(General Information - Continued on Leaf No. 154.29)

PSC NO: 9 GAS LEAF: 154.29
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC REVISION: 3
INITIAL EFFECTIVE DATE: 02/01/2026 SUPERSEDING REVISION: 1
Issued in compliance with Order in Case 25-G-0073 dated 01/22/2026

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER K

Applicable to Service Classification Nos. 1, 2, 3, 9, 12 and 13
(Subject to the provisions thereof)

NYSERDA Loan Installment Program

Pursuant to the Power New York ("PNY") Act of 2011 (L. 2011, c.388), the New York State Energy Research and Development Authority or its designated agent ("NYSERDA") will administer a loan program for qualifying residential and non-residential Customers for the installation of qualified energy efficiency services (as that term is defined in subsection 1891 (12) of the Public Authorities Law) on a Customer's property. Beginning no later than May 30, 2012, installments for such loans will be shown on and collected through the Customer's utility bill except as provided below. Customers shall repay the loan installment amounts on their utility cycle bills.

(A) Eligibility

As set forth in the PNY Act of 2011, the Company will bill and collect NYSERDA Loan Installment amounts on a customer's utility bill when notified by NYSERDA that these NYSERDA Loan Installments apply to the customer's utility account. Unless otherwise precluded by law, participation in the NYSERDA Loan Installment program shall not affect a Customer's eligibility for any rebate or incentive offered by the Company. In order to comply with the requirements set forth in the PNY Act of 2011, the Company will provide NYSERDA, or its agents, certain customer information and take other actions for purposes of the NYSERDA Loan Installment Program.

Customers will be eligible on a first-come, first-served basis, provided that the number of Customers taking service under this Rider does not exceed one-half of one percent of the total 2011 customer population as reported to the Commission for purposes of calculating the Company's complaint performance rate as of December 31, 2011, on a first-come, first-served basis.

(B) Billing, Collections, and Payment

Beginning no later than the second cycle bill after the Company receives from NYSERDA a valid Customer account number, monthly NYSERDA loan installment amount, and number of loan installment amounts to be billed, each cycle bill issued to the Customer shall include the monthly loan installment amount until the number of loan installments billed equals the number of loan installment amounts to be billed or the account is closed, whichever occurs first.

(General Information - Continued on Leaf No. 154.30)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER K – Continued

Applicable to Service Classification Nos. 1, 2, 3, 9, 12 and 13
(Subject to the provisions thereof)

NYSERDA Loan Installment Program - Continued

(B) Billing, Collections, and Payment (Continued)

The Customer will be required to pay NYSERDA loan installment amounts when bills are due. The rights and responsibilities of residential Customers participating in the NYSERDA Loan Installment Program are governed by the provisions of Article 2 of the Public Service law. Unpaid loan installment amounts will be subject to the provisions of this Rate Schedule regarding:

(a) charges for collection, reconnection, and dishonored checks,
(b) deferred payment agreements, and
(c) termination/disconnection and reconnection of service.

Occupants of a multiple dwelling or two-family dwelling who pay utility charges in order to avoid termination of service or to restore service that was terminated to the entire dwelling, pursuant to Public Service Law Sections 33, and 34 and 16 NYCRR 11.7 or 16 NYCRR 11.8, shall not be required to assume the NYSERDA loan installment amounts and such arrears and/or prospective amounts shall remain the responsibility of the incurring Customer.

NYSERDA loan installment amounts will not be subject to the Increase in Rates and Charges described in General Information Section VIII.

A Customer remitting less than the total amount due on a utility bill that includes a NYSERDA loan installment amount shall have such partial payment first applied as payment for electric and/or gas charges. If there are monies remaining after application to the Company's electric and/or gas charges, any remaining amount will be applied to loan installment amounts.

A Customer remitting more than the total amount due on a utility bill that includes a loan installment amount shall have the overpayment applied first to subsequently billed electric and/or gas charges and then to NYSERDA loan installment amounts as they are billed. The Company will not apply Customer overpayments as a prepayment of NYSERDA loan installment amounts or as full repayment of the loan. Customers wishing to make loan prepayments or satisfy the balance of the loan amount outstanding must arrange directly with NYSERDA for such payments.

The Company will not provide interest on overpayments of NYSERDA loan installment amounts.

(General Information - Continued on Leaf No. 154.31)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER K – Continued

Applicable to Service Classification Nos. 1, 2, 3, 9, 12 and 13
(Subject to the provisions thereof)

NYSERDA Loan Installment Program - Continued

(C) Term

NYSERDA will advise the Company of the number of the NYSERDA loan installment amounts to be paid at the premises where the energy efficiency measures are installed. The responsibility of the Company is limited to providing billing and collection services for NYSERDA. Such billing and collection services shall be available regardless of whether the electricity or natural gas delivered by the Company is the customer's primary energy source. The NYSERDA loan obligation shall survive changes in ownership, tenancy and meter account responsibility unless fully satisfied. In the event the NYSERDA loan is not satisfied when a Customer's account is closed and NYSERDA notifies the Company to bill loan installment amounts to a successor Customer, such successor Customer will be subject to all terms and conditions of this Rider.

Only one NYSERDA loan installment obligation can exist on a Customer's utility account.

When an account with a NYSERDA loan is closed, loan installment amounts that were billed but unpaid will be transferred to the Customer's new account established with the Company, provided, however, that if the Customer does not establish a new account with the Company forty-five (45) days after the account is closed, the Company will cease its collection activity for the NYSERDA loan installment arrears and advise NYSERDA so it can pursue collection of the outstanding billed amount(s).

(D) Account Information

In order to comply with the requirements set forth in the PNY Act of 2011, the Company will provide NYSERDA with account closure information and successor Customer information for a premises with an outstanding NYSERDA loan, including Customer name, utility account number, loan number, mailing address and service address. Such information, as applicable, will also be provided to NYSERDA for new loans.

Where there is an outstanding NYSERDA loan obligation, each successor Customer is deemed to have consented to the Company's disclosure to NYSERDA of the above Customer information.

(General Information - Continued on Leaf No. 154.32)

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER K – Continued

Applicable to Service Classification Nos. 1, 2, 3, 9, 12 and 13
(Subject to the provisions thereof)

NYSERDA Loan Installment Program - Continued

(E) Customer Questions and Billing Disputes

Questions related to the NYSERDA Program and complaints relating to the Company's billing of NYSERDA loan installment amounts shall be directed to NYSERDA. At least annually, the Company will provide Customers participating in the NYSERDA Loan Installment Program the following information in the Customer's utility bill: (a) the amount and duration of remaining monthly payments under the NYSERDA Loan Installment Program; and (b) NYSERDA's contact information and procedures for resolving customer complaints regarding the NYSERDA Loan Installment Program.

(General Information - Continued on Leaf No. 155)

GENERAL INFORMATION – Continued

VII. Gas Cost Factor and Monthly Rate Adjustment

(A) Gas Cost Factor (GCF): The rates for gas service under SC Nos. 1, 2, 3 and 13 shall be increased each month by a Gas Cost Factor to reflect the Average Cost of Gas for the month, as adjusted by the following:
- (1) Annual Surcharge or Refund Adjustment;
- (2) Gas Supplier Take-or-Pay Charges;
- (3) Pipeline Transition Costs; and

(B) A Monthly Rate Adjustment (MRA): The rates for gas service under SC Nos. 1, 2, 3 and 13, applicable Riders and equivalent firm transportation service under SC 9 will reflect the following:
- (1) Non-Firm Revenue Credit;
- (2) Other Monthly Rate Adjustment Components;
  - (i) Gas Facility Costs Credit Provision;
  - (ii) Uncollectable Expense and Late Payment Fee Reconciliation Adjustment;
  - (iii) Research & Development Surcharge;
  - (iv) Reserved for Future Use;
  - (v) Transition Adjustment for Competitive Services;
  - (vi) Low Income Reconciliation Adjustment;
  - (vii) Uncollectibles Charge Related to Monthly Rate Adjustment;
  - (viii) Gas in Storage Working Capital Charge;
  - (ix) Oil to Gas Conversion Program Surcharge;
  - (x) Curtailment Cost Recovery Charge;
  - (xi) Pipeline Facilities Adjustment;
  - (xii) Other Non-Recurring Adjustments;
  - (xiii) New York Facilities Adjustment;
  - (xiv) Gas Supplier Refunds;
  - (xv) Safety and Reliability Surcharge Mechanism (“SRSM”);
  - (xvi) Revenue Adjustment Mechanism;
  - (xvii) Earnings Adjustment Mechanisms (“EAMs”) and Other Revenue Adjustments;
  - (xviii) Gas Demand Response Surcharge
  - (xix) Interconnection Plant Surcharge;
  - (xx) Reserved for Future Use;
  - (xxi) Non- Pipes Alternatives (“NPA”) Adjustment;
  - (xxii) Gas Service Line Surcharge;
  - (xxiii) Reconciliation of Property Taxes; and
  - (xxiv) Electric and Gas Bill Relief Program Surcharge.

(C) A Weather Normalization Adjustment.

The Gas Cost Factor and Monthly Rate Adjustment shall be expressed to the nearest $0.000001.

(General Information - Continued on Leaf No. 155.1)

VII. Gas Cost Factor and Monthly Rate Adjustment – Continued

(A) Gas Cost Factor Components

1. Average Cost of Gas

Pursuant to the Settlement Agreement adopted by the Commission in its Order Authorizing Merger, issued and effective April 2, 1999, gas is purchased under a common supply arrangement for both Consolidated Edison Company and Orange and Rockland Utilities ("Companies"). The arrangement is administered by a single corporate department or entity for the benefit of the Companies, which purchase gas and services for the Companies in a manner that minimizes their total cost. The Company's monthly Average Cost of Gas applicable to the rates under SC Nos. 1, 2, 3 and 13 shall be based upon the Company's apportioned share of fixed and variable costs and shall be computed as follows:

(a) Fixed Gas Costs:

(i) Fixed gas costs include pipeline demand charges, supplier gas inventory charges, storage demand charges, fixed charges for trucked and stored compressed natural gas (“CNG”), fixed charges for trucked and stored liquefied natural gas (“LNG”), suppliers’ site development costs related to CNG and LNG projects (including permitting costs; feasibility, engineering and/or operational studies costs; and property acquisition costs), any fixed charges associated with renewable natural gas (“RNG”), the cost for capacity, including fees, purchased through third party Asset Management Agreements, and any similar charges that do not vary with the volume of gas purchased, including the cost of capacity that enables the Company to offer Capacity Release Service and excluding fixed gas costs associated with assets used for balancing, and applicable surcharges and taxes. Fixed gas costs shall be allocated to each Company using a fixed percentage based on the ratio of each Company's forecasted winter peak day capacity requirement, to the total forecasted peak day capacity requirement of the Companies. The fixed percentages shall be revised annually to become effective November 1. The Company shall advise the Commission Staff on or before October 1 of each year of any changes in the fixed percentages to be implemented the following November 1.

(ii) Fixed gas costs associated with assets used for balancing shall be allocated to each Company using a fixed percentage based on the ratio of each Company’s forecasted balancing service requirements to the total of both Companies’ balancing requirements. The fixed percentages shall be revised annually to become effective November 1. The Company shall advise the Commission Staff on or before October 1 of each year of any changes in the fixed percentages to be implemented the following November 1.

(iii) The Company’s apportioned share of fixed gas costs is further reduced by the costs associated with assets allocated to the Company’s firm transportation customers under Tier 2(A) and Tier 3 of the Company’s Daily Delivery Service offered under Service Classification No. 20.

The Company’s apportioned share of fixed gas costs = (i) + (ii) – (iii).

(General Information - Continued on Leaf No. 156)

GENERAL INFORMATION – Continued

VII. Gas Cost Factor and Monthly Rate Adjustment – Continued

(A) Gas Cost Factor Components – Continued

1. Average Cost of Gas - Continued

(a) Fixed Gas Costs - Continued

The Company's apportioned share of fixed gas costs will be reduced by the following:

(i) Firm Customers' allocated share of the revenue derived from gas balancing services under SC No. 9 "Rates" (H) and (I), SC No. 12, and SC No. 20 "Charges" (A)-(C) and (F) and power generation as explained in General Information Section VII (B)1, as included in Non-Firm Revenues for Rate Years commencing prior to January 1, 2017;

(ii) the estimated fixed gas costs allocated to interruptible and off-peak firm customers taking service under SC Nos. 12 and 19;

(iii) Firm Customers' allocated share of net revenues derived from the use of interstate pipeline capacity for capacity releases which also includes capacity releases to firm transportation customers or to ESCOs serving firm transportation customers under the Company's Capacity Release Program, bundled sales and other off-system transactions, except for net revenues derived from the release of storage and firm transportation associated with storage related to periods commencing on or after November 1, 2017, as explained in General Information Section VII (B) 1; and

(iv) the credits to the Company received from storage field operators and pipeline companies with respect to payments received by them from Marketers and/or their Agents for the release of storage and capacity under Tier 2(B) – Physical Storage under the Company's Daily Delivery Service.

The Company's apportioned share of fixed gas costs, net of the foregoing reductions, will be further allocated between SC Nos. 1,2,3 and 13 according to the percentages set forth on the Statement of Gas Cost Factor and divided by the respective forecast quantities of gas to be taken for delivery to customers served under SC Nos. 1,2,3 and 13 for the twelve calendar months ending the following August 31. The Company will review the percentages used in allocating fixed costs between service classes at least annually. If such percentages change by +/- 1% or more, the Company will implement such changes in the Gas Cost Factor upon consultation with the Commission Staff.

(General Information - Continued on Leaf No. 157)

GENERAL INFORMATION – Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

1. Average Cost of Gas - Continued

(b) Variable Costs

Variable gas costs include purchased gas costs (including gas costs incurred in connection with capacity that enables the Company to offer Capacity Release Service), city gate baseload supplies, storage and peaking gas costs, the commodity cost of storage gas purchased from Marketers under the Company's Daily Delivery Service Tier 2(B) - Physical Storage program, the cost of alternate gas supplies, (e.g., liquefied natural gas from the Company's LNG facility, trucked and stored compressed natural gas, trucked and stored liquefied natural gas, liquefied propane gas and propane air), variable transportation costs, fuel retention costs, applicable surcharges and taxes, and the costs of financial hedging instruments associated with transactions intended to reduce price volatility to customers (e.g., transaction costs, such as option premiums, costs of providing credit support and margin requirements, and professional fees, and gains and losses associated with such transactions made in the commodities exchanges and with other counterparties), supply costs associated with Renewable Natural Gas ("RNG"), and all costs associated with using an online auction platform (including auction platform licensing fees, maintenance fees, customization fees and related costs).

The variable costs shall be allocated between the Companies in proportion to their respective monthly firm sales sendout quantities and the applicable portion of monthly sendout to the Company's steam and steam-electric units. The variable costs shall be determined by:

(i) applying the variable rates and charges of the transporters, storage, city gate baseload and peaking providers, and suppliers to the billing determinants associated with transportation, storage, city gate baseload and peaking, and gas supply for the forecasted weather normalized quantities of gas to be taken for delivery to Firm Sales Customers and to the Company's steam and steam-electric units during the month in which the Gas Cost Factor will be in effect, plus

(ii) applying the Companies' average unit cost of gas in storage at the date of computation to the quantities of gas estimated to be withdrawn from storage for both Companies' Firm Sales Customers and to the quantities of gas estimated to be withdrawn from storage for the Company's steam and steam-electric units during the month in which the Gas Cost Factor will be in effect, plus

(iii) adding the commodity cost of the gas purchased from Marketers under the provisions of the Company's Daily Delivery Service Tier 2(B) - Physical Storage program. (See SC No. 20, Operational Matters (C) (1) Tier 2(B) - Commodity).

The Company's apportioned share of variable costs, less variable costs allocated to the Company's steam and electric customers and less variable costs included in the Daily Delivery Service revenues from SC No. 20 Marketers, shall be divided by the forecasted weather normalized quantities of gas to be taken for delivery to the Company's Firm Sales Customers during the month in which the Gas Cost Factor will be in effect.

Any differences between the cost of storage gas billed to Marketers under the Daily Delivery Service Program and the Company's actual incurred cost of storage gas utilized under the DDS Program will be included in the Company's storage inventory cost (See SC No. 20, Operational Matters (C) (1)).

(General Information - Continued on Leaf No. 157.1)

GENERAL INFORMATION – Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

1. Average Cost of Gas - Continued

(c) Total Average Cost of Gas

The total average costs of gas are the sum of the unit amounts determined in (a) and (b) above multiplied by a factor of adjustment to reflect distribution line losses, as further discussed in (d) below.

(d) Factor of Adjustment

The Factor of Adjustment (“FOA”) will be updated for each twelve-month period commencing January 1 based upon the average of the actual annual line loss factor (“LLF”) for the preceding five 12-month periods ending August 31 (“Five-Year Average”).

The FOA equals 1.0390 based on a line loss factor ("LLF") of 3.755 percent.

(General Information - Continued on Leaf No. 158)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

2. Annual Surcharge or Refund Adjustment:

Actual gas cost recoveries shall be reconciled with actual gas expenses each year, and a surcharge or refund to recover Gas Cost Factor under-recoveries or refund Gas Cost Factor over-collections shall be computed as follows:

(a) By taking the cost of gas adjusted for the following:
- (i) supplier refunds, if any, being credited to firm customers prior to February 1, 2017,
- (ii) firm customers' share of net revenues derived from the use of interstate pipeline capacity for capacity releases, bundled sales and other off-system transactions, except for net revenues derived from the release of storage and firm transportation associated with storage related to periods commencing on or after November 1, 2017,
- (iii) take-or-pay charges billed to the Company by its gas suppliers set forth in General Information Sections VII (A) 3 and IX.2, including gas pipeline transition costs set forth in General Information Section VII (A) 4,
- (iv) Winter Bundled Sales Service (WBSS) revenues from SC No. 20 Marketers for services rendered prior to March 1, 2017, on which date the WBSS was discontinued,
- (v) Managed Supply Service revenues prior to November 1, 2016 from SC No. 20 Marketers,
- (vi) firm customers' allocated share of balancing services revenues from SC No. 9 Rates (H) and (I), SC No. 12, and SC No. 20 "Charges" (A) - (C) and (F) and power generation, as included in Non-Firm Revenues for Rate Years commencing prior to January 1, 2017,
- (vii) liquefied propane consumed, as recorded on the Company's books during the determination period,
- (viii) the costs recorded during the determination period assignable to gas sold to Customers not subject to the Gas Cost Factor,
- (ix) any differences between the actual cost of baseload and peaking gas billed under Daily Delivery Service and the actual incurred cost of baseload and peaking gas utilized under the DDS Program, and
- (x) any differences between the estimated and actual incurred costs of capacity allocated to Marketers for Tier 2(A) –Virtual Storage Demand under the DDS program.

(General Information - Continued on Leaf No. 159)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

2. Annual Surcharge or Refund Adjustment- Continued

(b) By taking the cost of gas derived in paragraph (a) above excluding firm demand costs adjusted to reflect a level of purchased gas commensurate with actual sales and the allowed factor of adjustment as described below:

(i) If the absolute value of the difference between the actual line loss factor ("actual LLF") and Five Year Average (as defined in (A) 1. (d) above) is less than two standard deviations ("SD") from the Five-Year Average, there is no adjustment to the cost of gas.

(ii) If the actual LLF is greater than the Five-Year Average plus two standard deviations ("Dead Band Upper Limit" or "DBUL") the cost of gas will be adjusted by the ratio of a Factor of Adjustment ("FOA") based on a LLF equal to the DBUL and the lesser of the Actual FOA or the FOA equal to the DBUL plus two SD, as shown in the following formula:

$$\text{Adjusted Cost of Gas} = \text{Cost of Gas to Firm Customers} \times \frac{\text{FOA based on DBUL}}{\text{Lesser of Actual FOA or FOA based on DBUL + 2*SD}}$$

(iii) If the actual LLF is less than the the Five-Year Average minus two standard deviations ("Dead Band Lower Limit" or "DBLL") the cost of gas will be adjusted by the ratio of a FOA based on a LLF equal to the DBLL and the greater of the Actual FOA or the FOA equal to the DBLL minus two SD, as shown in the following formula:

$$\text{Adjusted Cost of Gas} = \text{Cost of Gas to Firm Customers} \times \frac{\text{FOA based on DBLL}}{\text{Greater of Actual FOA or FOA based on DBLL - 2*SD}}$$

(iv) The Company or any interested party may petition the Commission to modify the GCF reconciliation for any reconciliation period where the Company or such party believes the actual LLF to be anomalous or the result of an error.

(c) By taking the adjusted cost of gas derived in paragraph (b) above reduced by the following to determine the actual Gas Cost Factor under- or over- collections:

(i) the Gas Cost Factor revenues adjusted to eliminate the Increase in Rates Applicable in Municipality Where Service is Supplied as defined in General Information Section VIII and the effect of the adjustments to the Average Cost of Gas set forth in this Section (A); and

(ii) the previous year's over-collection including interest, to the extent not refunded, or adding the previous year's under-collection including interest, to the extent not recovered;

(General Information - Continued on Leaf No. 160)

..DID: 19164
..TXT: PSC NO: 9 GAS LEAF: 160
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 3
INITIAL EFFECTIVE DATE: 05/20/02 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in C. 00-G-1456 et al dated April 22,
RECEIVED: 05/17/02 STATUS: Effective EFFECTIVE: 05/20/02

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

2. Annual Surcharge or Refund Adjustment - Continued

(d) By taking the amount derived in paragraph (c) above divided by the total quantities of gas to be sold by the Company to its SC Nos. 1, 2, 3, and 13 Customers during the surcharge/refund period to determine the Annual Surcharge or Refund Adjustment.

Surcharge or refund amounts shall bear interest at the rate prescribed by the Commission on unamortized balances.

The determination period to be used in the computation of the Annual Surcharge or Refund Adjustment shall be the 12 months ended August 31 of each year. The computation shall be filed with the Commission on or before October 15 of each year to become effective January 1 of the following year.

The Annual Surcharge or Refund Adjustment shall be shown separately on the Statement of Gas Cost Factor.

Revisions to the Annual Surcharge/Refund Adjustment will be permitted during the 12 month period ended August 31 for the purpose of preventing large over-collection or under-collection balances from accruing at August 31 subject to Commission Staff approval.

(General Information - Continued on Leaf No. 161.0)

RECEIVED: 04/30/02 STATUS: Effective EFFECTIVE: 05/01/02

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(A) Gas Cost Factor Components - Continued

3. Gas Supplier Take-or-Pay Charges:

Take-or-Pay ("TOP") charges billed to the Company by its gas suppliers shall be recovered from Customers in accordance with the Public Service Commission's December 11, 1989 Opinion and Order (No. 89-41), and its September 30, 1993 Order adopting the Settlement Agreement dated August 6, 1993.

4. Pipeline Transition Costs:

Gas pipeline transition costs will be recovered from Customers as follows:

(a) all costs related to unrecovered gas costs (Account 191) will be recovered from the Company's Firm Sales Customers, including Customers who convert from Firm Sales to Transportation;

(b) all costs related to pipeline stranded investment will be recovered from Firm Sales Customers, all Transportation Customers and Electric and Steam Customers. Gas Transportation Customers who convert from Firm Sales Service to Firm Transportation Service will be charged the same per unit charge assigned to Firm Sales Customers. All other Transportation Customers will be charged 50% of the per unit charge assigned to Firm Sales Customers; and

(c) costs related to gas supply realignment will be recovered in the same manner as set forth above in subparagraph (2) above for stranded investment cost.

(General Information - Continued on Leaf No. 162)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 163)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 164)

GENERAL INFORMATION – Continued

VII Gas Cost Factor and Monthly Rate Adjustment – Continued

(B) Monthly Rate Adjustment Components

1. Non-Firm Revenue Credit

Customers receiving firm sales service under SC Nos. 1, 2, 3, and 13 ("Firm Sales Customers") and Customers receiving firm transportation service under Rate A of SC No. 9 ("Firm Transportation Customers") shall be eligible for a monthly Non-Firm Revenue Credit expressed on a dollar per therm basis.

For Firm Sales Customers, the Non-Firm Revenue Credit will be applied to the Monthly Rate Adjustment applicable to SC Nos. 1, 2, 3 and 13. For Firm Transportation Customers, the Non-Firm Revenue Credit will be applied to the Monthly Rate Adjustment applicable to SC No. 9. The Non-Firm Revenue Credit will be revised monthly and applied as a credit to the applicable Monthly Rate Adjustment effective on the first calendar day of each month.

Firm Customers' share of non-firm revenues shall be credited to Firm Sales and Firm Transportation Customers through the Non-Firm Revenue Credit and as a reduction to the Average Cost of Gas in General Information Section VII (A)1.

Firm Customers' share of Non-Firm Revenues includes the following:

(a) Net revenues derived from use of interstate pipeline capacity for or by Customers taking service under SC No. 12 (Rate 2) and interruptible or off-peak firm service provided under negotiated bypass SC No.9 Rate D(1);

(b) net revenues derived from the use of interstate pipeline capacity for capacity releases, except for capacity releases to (i) Firm customers and/or ESCOs serving Firm customers under the Company's Capacity Release Service Program, and (ii) the demand charges recovered through the Tier 2 -Managed Supply (Storage) and Tier 3 - Peaking under the Company's SC No. 20 Daily Delivery Service and SC No. 19, bundled sales and other off-system transactions (e.g., gas supplied to the Company's steam and steam-electric units);

(c) net revenues derived from balancing services under SC No. 9 "Rates" (H) and (I), SC No. 12, and SC No. 20 "Charges" (A)-(C) and power generation;

(General Information - Continued on Leaf No. 165)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(B) Monthly Rate Adjustment Components - Continued

1. Non-Firm Revenue Credit - Continued

(d) Monthly net base revenues derived from:

(i) Customers receiving interruptible service under SC No. 12 (Rate 1);

(ii) Customers receiving interruptible service under SC No. 9 (Rates B and D);

(iii) Power Generation Customers receiving interruptible or off-peak firm service, including interruptible or off-peak firm service under SC No. 9 Rate D(1) or special negotiated contracts or off-peak firm service customers under SC No. 9 Rate D(2), adjusted if necessary pursuant to the Comission's October 17, 2025 order in Case 17-G-0011.

(iv) Interruptible or off-peak firm service to Company-owned power generation plants, steam and steam – electric plants and to existing new and divested power generation facilities owned by third parties; and

(v) New York Power Authority in excess of $3.1 million annually.

Non-Firm Revenues are net base revenues which are total revenues less the following, as applicable: taxes, actual cost of gas including hedging costs and gas supplier take or pay charges, balancing and associated charges, and any revenues included in total revenues related to reimbursements for facility costs associated with providing service, including, but not limited to, metering and communication equipment, service pipes and lines, service connections, main extensions, measuring and regulating equipment and system reinforcements and other facilities necessary to render service.

Firm Customers' allocated share of Non-Firm Revenues in (a) and (d) above, firm Customers' allocated share of Non-Firm Revenues in (c) above for Rate Years commencing after January 1, 2017, firm Customers' share of the net revenues in (b) above derived from the use of pipeline capacity by SC No. 19 customers, and commencing November 1, 2017, net revenues in (b) above derived from other off-system transactions related to the release of storage and firm transportation associated with storage, except for storage and firm pipeline transportation capacity associated with Tier 2(B) under the Company's Daily Delivery Service, will be reflected in the Non-Firm Revenue Credit.

Firm Customers' allocated share of net revenues from bundled sales and other off-system transactions in (b) above except for those reflected in the Non-Firm Revenue Credit (those being the net revenues derived from the use of pipeline capacity by SC No. 19 customers and, commencing November 1, 2017, the net revenues derived from other off-system transactions related to the release of storage and firm transportation associated with storage) and the firm Customers' share of balancing revenues in (c) above for Rate Years commencing prior to January 1, 2017, will be credited to firm sales Customers via a reduction to fixed gas costs reflected in the Average Cost of Gas used in computing the monthly Gas Cost Factor.

(General Information - Continued on Leaf No. 166)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(B) Monthly Rate Adjustment Components – Continued

1. Non-Firm Revenue Credit - Continued

Allocation of Non-Firm Revenues

The Company shall retain 100 percent of Non-Firm Revenues in (a) through (d) up to the first $65 million for each twelve-month period commencing January 1 (“Rate Year”).

If Non-Firm Revenues are less than $65 million in any Rate Year, the Company will (i) defer on its books of account for future recovery from customers, with interest, the amount by which Non-Firm Revenues are less than $65 million and (ii) surcharge firm customers in the subsequent Rate Year for 100 percent of the difference between $65 million and the level of Non-Firm Revenues actually achieved. For Non-Firm Revenues above $65 million in any Rate Year, firm customers will be credited with: (i) 100% of Non-Firm Revenues described in (a) and (c); and (ii) 85% of the remaining Non-Firm Revenues described in (b) and (d).

The Company may implement a surcharge or credit to customers at the commencement of any Rate Year for a projected variation from the targeted level of revenues ($65 million) up to $25 million. The surcharge or credit will be implemented over a 12 month period.

Determination of the Non-Firm Revenue Credit

The monthly Non-Firm Revenue Credit shall be determined by dividing the balance in the Non-Firm Revenue Credit Account at the end of the twelve-month period ending two months prior to the effective date of the credit by the applicable therms of gas sales to Customers receiving service under SC Nos. 1, 2, 3 and 13 and the sum of the Daily Delivery Quantities (as defined in SC No. 9) of Customers receiving service under Rate A of SC No. 9 for the same twelve-month period. The monthly balance in the Non-Firm Revenue Credit Account shall be determined by adding to the cumulative balance in the account, firm customers' allocated share of net Non-Firm Revenues as previously described, less the dollar amount of Non-Firm Revenue Credits reflected in that month's bills to Customers, plus interest. Interest shall be credited to the Non-Firm Revenue Credit Account each month at the unadjusted Customer deposit rate prescribed by the Public Service Commission.

(General Information - Continued on Leaf No. 166.1)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment - Continued

(B) Monthly Rate Adjustment Components - Continued

1. Non-Firm Revenue Credit - Continued

Filing of the Monthly Non-Firm Revenue Credit

The Non-Firm Revenue Credit for each month shall be shown separately on the Statement of Monthly Rate Adjustment applicable to SC Nos. 1, 2, 3, 13 and to Firm Transportation customers taking service under SC No. 9 filed with the Public Service Commission for that month.

(General Information - Continued on Leaf No. 166.2)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment- Continued

(B) Monthly Rate Adjustment Components – Continued

2. Other Monthly Rate Adjustment Components

The Monthly Rate Adjustment shall be subject to the following other adjustments:

(i) Gas Facility Costs Credit Provision (for an explanation, see General Information Section IX.3);
(ii) Uncollectible Expense and Late Payment Fee Reconciliation Adjustment (for an explanation, see General Information Section IX.4);
(iii) Research & Development Surcharge (for an explanation, see General Information Section IX.5);
(iv) Reserved for Future Use;
(v) Transition Adjustment for Competitive Services (for an explanation, see General Information Section IX.7);
(vi) Low Income Reconciliation Adjustment (for an explanation, see General Information Section IX.10);
(vii) Uncollectibles Charge Related to Monthly Rate Adjustment (for an explanation, see General Information Section IX.11);
(viii) Gas In Storage Working Capital Charge (for an explanation, see General Information Section IX.12);
(ix) Oil to Gas Conversion Program Surcharge; (for an explanation, see General Information Section IX.13);
(x) Curtailment Cost Recovery Charge (for an explanation, see General Information Section IX.15);
(xi) Pipeline Facilities Adjustment (for an explanation, see General Information Section IX.18);
(xii) Other Non-Recurring Adjustments (for an explanation, see General Information Section IX.19);
(xiii) New York Facilities Adjustment (for an explanation see General information Section IX.21);
(xiv) Gas Supplier Refunds (for an explanation see General Information Section IX.22);
(xv) Safety and Reliability Surcharge Mechanism (“SRSM”) (for an explanation see General Information Section IX.23);
(xvi) Revenue Adjustment Mechanism (for an explanation see General Information Section IX.24.);
(xvii) Earnings Adjustment Mechanisms (“EAMs”) and other Revenue Adjustments (for an explanation see General Information Section IX.25);
(xviii) Gas Demand Response Surcharge (for an explanation, see General Information Section IX.26);
(xix) Interconnection Plant Surcharge (for an explanation, see General Information Section IX.27);
(xx) Reserved for Future Use;

(General Information - Continued on Leaf No. 166.3)

GENERAL INFORMATION - Continued

VII. Gas Cost Factor and Monthly Rate Adjustment – Continued

(B) Monthly Rate Adjustment Components – Continued

2. Other Monthly Rate Adjustment Components - Continued

(xxi) Non-Pipes Alternatives ("NPA") Adjustment (for an explanation, see General Information Section IX.29);

(xxii) Gas Service Line Surcharge (for an explanation, see General Information Section IX.30);

(xxiii) Reconciliation of Property Taxes (for an explanation, see General Information Section IX.31); and

(xxiv) Electric and Gas Bill Relief Program Surcharge (for an explanation, see General Information Section IX.32)

(C) Weather Normalization Adjustment

The rates for SC No. 2 - Rate II, SC No. 2 - Rate II Rider D, SC No. 3 Rate I, SC No. 3 Rate II and SC No. 3 Rider J Rate II shall be adjusted for the Weather Normalization Adjustment as explained in General Information Section IX. 1.

(D) Filing Requirements:

The Gas Cost Factor and Monthly Rate Adjustment will become effective on the first calendar day of the month following the computation date and continue in effect until changed. Such adjustments will be prorated based on the number of days each applicable adjustment is in effect during the billing period.

Not less than three (3) business days prior to any change in either the Gas Cost Factor or the Monthly Rate Adjustment, the Company will file with the Commission:

(a) a Statement of Gas Cost Factor showing the present Average Costs of Gas, the date at which and the period for which the average costs were determined, and the other rate adjustment components of the Gas Cost Factor, and the amount of the Gas Cost Factor per therm, together with the period such Gas Cost Factor per therm will remain in effect.

A new Statement of Gas Cost Factor may be filed on one day's notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual figures results in a change in the Average Costs of Gas of more than five percent.

(b) a Statement of Monthly Rate Adjustment showing a summary of the rate adjustment components in General Information Section VII (B) comprising the Monthly Rate Adjustment, and the total amount of the Monthly Rate Adjustment per therm, together with the period such rate adjustment will remain in effect.

Such Statements will be available to the public at customer service centers where applications for service may be made.

(General Information - Continued on Leaf No. 167)

PSC NO: 9 GAS LEAF: 167
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 7
INITIAL EFFECTIVE DATE: 02/01/2020 SUPERSEDING REVISION: 5
Issued in compliance with order in Case 19-G-0066 dated January 16, 2020

GENERAL INFORMATION - Continued

VIII. Increase in Rates Applicable in Municipality Where Service is Supplied

The rates and charges under all Service Classifications, payable in the municipality where service is supplied, shall be increased to reflect the taxes imposed on the Company within such municipality pursuant to the following statutes:

(1) New York Tax Law, Sections 186-a (Gross Receipts Tax), 209-B and 1201(a);
(2) New York Tax Law 186-c;
(3) General City Law Section 20-b; and
(4) Village Law Section 5-530

Statement of Percentage Increase in Rates and Charges

The Statement of Percentage Increase in Rates and Charges ("Statement") sets forth the applicable percentage increase in rates and charges in effect for the various municipalities served by the Company. The Statement will reflect:

(1) the currently effective rates under Sections 186-a and 186-c of the New York Tax Law;
(2) a tax surcharge to recover the tax expense imposed by the Temporary Metropolitan Transportation Business Tax Surcharge under Tax Law Section 209-B; and
(3) the currently effective rates under the New York Tax Law Section 1201(a), General City Law Section 20-b and Village Law Section 5-530.

Separate percentage increases will be applied to commodity rates and charges, to delivery rates and charges, and to the Company's other charges, all as defined in this Section VIII. Separate percentage increases will be applicable to residential service and to non-residential service, as defined in this Section VIII.

(A) Commodity rates and charges for applicable Service Classifications ("SC") shall include the following:
  (1) The Gas Cost Factor, as set forth in Section VII (A) of the General Information Section of this Rate Schedule;
  (2) The following charges and credits, as set forth in SC No. 9, SC No. 12, and/or SC No. 20 of this Rate Schedule:
    (a) Balancing services and charges
    (b) Imbalance charges
    (c) Cashout charges and credits

(General Information - Continued on Leaf No. 167.1)

GENERAL INFORMATION - Continued

VIII. Increase in Rates Applicable in Municipality Where Service is Supplied - Continued

Statement of Percentage Increase in Rates and Charges - Continued

(A) – Continued

(2) - Continued

(d) Charges for Unauthorized Use

(3) The Merchant Function Charge

(4) The cost of gas included in the rates charged to interruptible gas customers taking service under SC No. 12 of this Rate Schedule, and

(5) The cost of gas included in the rates charged to customers taking service under SC No. 14 of this Rate Schedule.

(B) The Company's other charges are included in the General Information Section and in Miscellaneous Provisions (C) (5), (O) and (P) of SC No. 9, and Provisions (M) through (R) of SC No. 20 of this Rate Schedule. Late payment charges and security deposits are not included.

(C) Delivery rates and charges shall include a Billing and Payment Processing Charge, System Benefits Charge, Arrears Management Program Recovery Surcharge, and Revenue Decoupling Mechanism Adjustment as set forth in Section IX of the General Information Section of this rate schedule, as well as all other rates and charges, including the Monthly Rate Adjustment, as set forth in Section VII (B) of the General Information Section and in SC No. 9 of this Rate Schedule, and the Weather Normalization Adjustment, as set forth in Section IX of the General Information Section of this Rate Schedule. Late payment charges and security deposits are not included.

Revisions to the Statement of Percentage Increase in Rates and Charges will be made, if appropriate, in accordance with the procedure for other changes in the Statement, to reflect periodic reconciliations for actual tax expense incurred under all Sections of the New York Tax Law and the revenues collected to recover such tax expense.

When a new revenue tax or an increase in the rate of revenue taxes is enacted by a city or a village, the Company will file with the Public Service Commission a revised Statement, apart from this Rate Schedule, not less than fifteen business days before the date on which the Company proposes to increase the percentage increase in rates and charges, but no sooner than the date of the tax enactment to which the statement responds.

(General Information - Continued on Leaf No. 168)

..DID: 17925
..TXT: PSC NO: 9 GAS LEAF: 168
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/02 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case No. 00-M-1556 dated June 28, 2
RECEIVED: 12/19/01 STATUS: Effective EFFECTIVE: 01/01/02

GENERAL INFORMATION - Continued

VIII. Increase in Rates Applicable in Municipality Where Service is Supplied - Continued

Statement of Percentage Increase in Rates and Charges - Continued

When a municipality eliminates or reduces the rate of revenue taxes, the Company will, within the five following business days, cancel the Statement then in effect and, where applicable, replace such canceled Statement with a revised Statement setting forth the reduced percentage increase in rates and charges. All such revised Statements shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State and shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the Statement. A copy of the Statement in effect will be available to the public at Company offices at which applications for service may be made.

Temporary Metropolitan Transportation Business Tax Surcharge

The rates and charges under all Service Classifications shall also be adjusted to recover the tax expenses imposed on the Company by the Temporary Metropolitan Transportation Business ("MTA") Tax Surcharge pursuant to Tax Law Sections 186-c and 209B, as applicable, and reflected on the Statement of Percentage Increase in Rates and Charges ("Statement"). Any changes to the Company's MTA tax expense pursuant to Tax Law Sections 186-c and 209B shall be reflected on a revised Statement filed with the Public Service Commission not less than fifteen days before the effective date of any change. Each such change filed pursuant to this paragraph shall remain in effect for twelve-month period. A new Statement reflecting changes to the Company's MTA tax expense shall be filed for each year the MTA Tax Surcharge is applicable. In the second month following the conclusion of each twelve-month period, the Company will reconcile the revenues collected during that twelve-month period with the actual tax surcharge expense incurred by the Company in the corresponding year. In the event the revenues collected in each twelve-month period are substantially higher or lower (equal to or greater than plus or minus 0.5 percent) than the tax expenses incurred, the Company will make a one-time reconciliation adjustment after each twelve-month period.

(General Information - Continued on Leaf No. 169)

GENERAL INFORMATION – Continued

VIII. Increase in Rates Applicable in Municipality Where Service is Supplied - Continued

Definition of Residential and Non-Residential Service for the Application of the Percentage Increase in Rates and Charges

For purpose of applying the appropriate percentage increase in rates and charges, the term "residential service" will apply to firm customers taking service under SC Nos. 1,2,3,9, and 13, interruptible customers whose equivalent firm service classification would be SC No. 1 or 3, and off-peak firm customers taking service under SC Nos. 9 and 12, where 75 percent or more of the usage has been certified by the customer on Form TP-385 as for residential purposes. All other firm and off-peak firm customers and interruptible customers whose equivalent firm service classification would be SC 2 are deemed to be taking non-residential service for the purpose of this Section VIII.

(General Information - Continued on Leaf No. 170)

PSC NO: 9 GAS LEAF: 170
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 03/01/14 SUPERSEDING REVISION: 3
STAMPS: Issued in Compliance with Order in Case 13-G-0031 dated February 21, 2014

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 171)

GENERAL INFORMATION - Continued

IX. Special Adjustments

1. Weather Normalization Adjustment

A Weather Normalization Adjustment shall be effective for all Service Classification No. 3 sales Customers; for all Service Classification No. 2 sales Rate II Customers and for all firm transportation Customers otherwise eligible for Service Classification No. 3 or Service Classification No. 2 Rate II. The Weather Normalization Adjustment will be applied to total gas usage during the period October 1 through May 31 of each year. For transportation Customers, the Weather Normalization Adjustment is applied to the Customers' monthly sum of Daily Delivery Quantities during that period.

(A) Definitions

(1) EBR or "effective block rate" is the block rate used to determine the Weather Normalization Adjustment. For Customers billed under Service Classification No. 2 Rate II, Service Classification No. 3 Rate II or Rider D Rate II, EBR is equal to the applicable penultimate block pure base rate. For Customers billed under Service Classification No. 3 Rate I, EBR is equal to the pure base rate for over 90 therms of usage. For Customers billed under Rider J Rate II, EBR is equal to the pure base rate for over 3 therms of usage.

(2) Pure base revenue is total revenue less revenue attributable to Increase in Rates and Charges, less Gas Cost Factor and Monthly Rate Adjustment revenue, and less revenue associated with the Merchant Function Charge, the System Benefits Charge, Billing and Payment processing Charge, Revenue Decoupling Mechanism Adjustment, and Arrears Management Program Recovery Surcharge.

(3) BC or billing cycle is the actual number of days shown on the bill that the Customer receives for service.

(General Information - Continued on Leaf No. 172)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

1. Weather Normalization Adjustment - Continued

(A) Definitions - Continued

(4) HDD or heating degree days are the difference between 62 degrees and the average outdoor dry bulb temperature for a day based on readings made every hour on the hour throughout the day. HDD are always zero when that average temperature is above 62 degrees. A single heating day is each degree of temperature difference. Heating degree days also refer to the cumulative heating degree days experienced over a period of time greater than one day.

(5) NHDD or normal heating degree days for any given calendar day within a month are based on the average of the degree days for that calendar day over the thirty year period ending December 31 of the year prior to October 1.

(6) AHDD or actual heating degree days are the actual difference between 62 degrees and the average outdoor dry bulb temperature for a particular day or days based on readings made every hour on the hour throughout the day. AHDD are always zero when that average temperature is above 62 degrees.

(7) THDD or therms per heating degree day are the estimated number of therms per Customer needed to provide temperature sensitive usage for each degree of a degree day based on average usage by Customers to which this adjustment applies. It is determined separately for Service Classification No. 2 Rate II, Service Classification No. 3 Rate I, and Service Classification No. 3 Rate II, and will be revised annually to reflect the temperature sensitivity reflected in the prior heating season's sales to Customers to which this adjustment applies.

(8) BLT or base load therms per billing day is the estimated number of therms per Customer used per day for non-temperature sensitive purposes based on average usage by Customers to which this adjustment applies. It is determined separately for Service Classification No. 2 Rate II, Service Classification No. 3 Rate I, and Service Classification No. 3 Rate II, and will be revised annually to reflect the non-temperature sensitive usage of Customers to which the adjustment applies reflected in the prior heating season's sales.

(General Information - Continued on Leaf No. 173)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

1. Weather Normalization Adjustment - Continued

(B) Operation of the Weather Normalization Adjustment

The Weather Normalization Adjustment will be applied to a Customer's bill on a dollar per therm basis when actual heating degree days vary from normal heating days during the period for which the Customer is billed. The Weather Normalization Adjustment will be applied to the Customer's total consumption and/or monthly sum of daily delivered quantities for the billing cycle except for air conditioning usage billed under the air conditioning rate. For Sales Customers, the Adjustment will be applied through the Monthly Rate Adjustment set forth in General Information Section VII (B). For Transportation Customers, the Weather Normalization Adjustment will be applied as explained in Service Classification No. 9. The Weather Normalization Adjustment for a billing cycle will apply only if the actual heating degree days (AHDD) for the billing cycle are lower or higher than the normal heating degree days (NHDD) for the billing cycle. A new Weather Normalization Adjustment will be calculated for each billing cycle for customers in Service Classification No. 2 Rate II, Service Classification No. 3 Rate I, Service Classification No. 3 Rate II, for Service Classification No. 3 Customers taking service under Rate II of Rider J, and for Service Classification No. 2 Rate II Customers taking service under Rider D. On a monthly basis, the Company will file with the Commission the Weather Normalization Adjustments for the twenty-one scheduled billing cycles for the month prior to such filing.

The separate Weather Normalization Adjustments for Service Classification No. 3 Rate I and Rate II will take effect beginning with bills that have a billing period starting on or after February 1, 2026.

(General Information - Continued on Leaf No. 174)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

1. Weather Normalization Adjustment – Continued

(B) Operation of the Weather Normalization Adjustment - Continued

The Weather Normalization Adjustment shall be calculated using the following formula:

$$\text{Weather Normalization Adjustment (dollars/therm)} = \frac{[NHDD-AHDD]*THDD*EBR}{(BLT*BC) + (THDD*AHDD)}$$

Under this formula, the Weather Normalization Adjustment is calculated by dividing the estimated deficiency or excess in pure base revenues per Customer due to weather variation for each billing cycle (weather-related revenue variation) by the estimated total therms used per Customer for that billing cycle. The weather-related revenue variation per Customer is calculated by taking the actual heating degree days (AHDD) for the billing cycle and calculating the amount by which the heating degree days exceed the normal heating degree days (NHDD) or are less than the normal heating degree days (NHDD) for the billing cycle. That amount is multiplied by the therms per heating degree days (THDD) per Customer and the applicable effective block rate (EBR). The weather-related revenue variation is then divided by the estimated average total usage per Customer for the particular billing cycle. That amount is calculated by multiplying the base load therms per billing day (BLT) by the number of days in the billing cycle (BC) and adding the therms per heating degree days (THDD) multiplied by the actual heating degree days (AHDD) for the particular billing cycle.

(General Information - Continued on Leaf No. 175.0)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

2. Interim Recovery of Gas Supplier Take-or-Pay Charges

As referenced in the subsection entitled "Non-Firm Revenue Credit" under General Information Section VII (B) take-or-pay ("TOP") charges applicable to Customers taking service under SC Nos. 12, Rate (B) of SC Nos. 9 and 12 (Rate 2) and to non-tariff Customers scheduled for current recovery, shall be recovered by retaining from firm customers' allocated share of Non-Firm Revenues, as defined in General Information Section VII (B) 1. an amount to recover such charges. If in any month net base revenues derived from such Customers are less than the TOP charges scheduled for recovery from such Customers in that month, the shortfall shall be recovered from the net base revenues derived from such Customers in any succeeding month, up to twelve months from the month in which the shortfall occurred.

3. Gas Facility Costs Credit Provision

Firm Sales Customers and Firm Transportation Customers located within the geographic limits of New York City shall be credited with the net benefits of payments and credits received by the Company from the City of New York for gas facility costs pursuant to Public Service Law § 66(26) and an agreement between the City of New York and the Company dated June 29, 1989. The net benefits shall be credited to New York City Customers' bills on a dollar per therm basis, and shown separately on the applicable Statement of Monthly Rate Adjustment applicable to Firm Sales and Firm Transportation Customers. The Company will compare the net benefits applied on the Statement of Monthly Rate Adjustment with the level of net benefits actually credited to New York City Customers during the prior 12-month period and apply any difference (negative or positive) to the Gas Facility Cost Credit in a subsequent adjustment period.

(General Information - Continued on Leaf No. 176)

GENERAL INFORMATION – Continued

IX. Special Adjustments - Continued

4. Uncollectible Expense and Late Payment Fee Reconciliation Adjustment

The Company will reconcile the difference between the actual Uncollectible Expense and Late Payment Fee revenues with Commission approved levels included in base rates as authorized by the Commission in Case 25-G-0073 and collect/refund to Customers, as an adjustment to the MRA, any variance over a subsequent twelve-month period, as authorized by the Commission. The reconciliation of the 2025 COVID Uncollectible and COVID Late Payment Fee Reconciliation Adjustments will continue in accordance with the Gas Rate Plan in Case 22-G-0065.

(General Information - Continued on Leaf No. 177)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

5. Research and Development Surcharge Applicable to Firm Customers

In accordance with the Public Service Commission Order issued February 14, 2000 in Case 99-G-1369 and modified by Commission Order issued February 21, 2014 in Case 13-G-0031, all Firm Sales and Firm Transportation Customers will be subject to a research and development ("R&D") surcharge to provide funding for R&D projects.

6. Reserved for Future Use

(General Information - Continued on Leaf No. 178)

GENERAL INFORMATION - Continued

IX. Special Adjustments – Continued

7. Transition Adjustment for Competitive Services

The Transition Adjustment for Competitive Services ("TACS") is a per therm adjustment. Firm Sales customers taking service under Service Classification Nos. 1, 2, 3 and 13 and Riders D, H, and J of this Rate Schedule and Firm Transportation customers taking service under SC 9 will be assessed a TACS as set forth in the Monthly Rate Adjustment (MRA). The TACS will include lost revenues attributable to the Billing and Payment Processing Charge (BPP) which equals the total BPP charges avoided by retail choice customers receiving an ESCO-issued consolidated bill. Prior to January 1, 2019, the TACS also included any variation between the level of Credit and Collections/theft ("C&C") revenues applicable to POR customers and included in the POR Discount Percentage, and actual C&C revenues received thorough the POR Discount Percentage ("C&C Variation"). Effective January 1, 2019 this C&C Variation, and any prior period reconciliations, will be reflected in the Credit and Collection component of the POR Discount Percentage as described in Miscellaneous Provision (P) under Service Classification No. 20.

(General Information - Continued on Leaf No. 178.1)

GENERAL INFORMATION – Continued

IX. Special Adjustments – Continued

7. Transition Adjustment for Competitive Services – Continued

For Service Classification Nos. 1, 2, 3 and 13, and for SC No. 9 firm transportation, the TACS shall be determined by dividing the BPP lost revenues for each rate year beginning January 1 by the total of firm full service and transportation therms for the twelve-month period for which the TACS is to be effective. The TACS that commences each January will be in effect for a 12-month period and will be based on the 12 months ending December of the prior year.

Each TACS will include any reconciliation amounts from the TACS in effect for prior periods and prior period deferrals. The reconciliation amount is the difference between the amount to be recovered through the TACS and the actual amount recovered through the TACS, plus interest (calculated at the Other Customer Capital Rate). The TACS will also reconcile, over one month, the BPP revenue difference resulting from the extension of the suspension period in Case 25-G-0073.

8. Merchant Function Charge (MFC)

The Merchant Function Charge (MFC), for each Service Classification and (applicable Riders) consists of the following components:

(a) a Supply component, which includes commodity procurement (including commodity revenue based allocation of information resources and education and outreach costs);

(b) a credit and collections/theft ("C&C") component; and

(c) an uncollectible expense component associated with supply.

The MFC will be charged monthly to Firm Full Service Customers served under SC 1, 2, 3 and 13. The dollar per therm rates differ by residential and non-residential service classes and are applicable to the supply-related and credit and collection-related components of the MFC.

(General Information - Continued on Leaf No. 178.2)

GENERAL INFORMATION – Continued

IX. Special Adjustments – Continued

8. Merchant Function Charge (MFC) – Continued

The MFC Supply and MFC C&C rates (shown below) are based on Commission approved design targets and are exclusive of any prior period reconciliation. The residential rates apply to SC 1 and SC3 and the non-residential rates apply to SC 2 and SC 13.

	MFC Supply – dollars per therm		
	Effective Feb. 2026	Effective Jan. 2027	Effective Jan. 2028
Residential	0.007621	0.007829	0.008052
Non-Residential	0.004201	0.004340	0.004525

	MFC C&C - dollars per therm		
	Effective Feb. 2026	Effective Jan. 2027	Effective Jan. 2028
Residential	0.007059	0.007253	0.007444
Non-Residential	0.002834	0.002928	0.003047

The uncollectible expense component will be aligned with service classes consistent with the monthly Gas Cost Factors (GCF) and will reflect uncollectible factors of $0.8300 per $100 of commodity costs for residential customers and $0.3600 per $100 of commodity costs for non-residential customers.

The uncollectible expense component will also reconcile the uncollectible expense-related revenue difference resulting from the extension of the suspension period in Case 25-G-0073.

For each twelve month period commencing January 1 (Rate Year), amounts collected through the Supply component and the C&C component of the MFC will be reconciled to the design targets established for the Rate Year. Any differences will be included in the Supply and C&C components of the MFC in the subsequent Rate Year. The MFC commencing January 2027 will also reconcile the differences in the amounts collected and the design targets for the Supply and C&C components that result from the extension of the Case 25-G-0073 suspension period.

The Company shall file with the Public Service Commission ("PSC") a monthly statement of the Merchant Function Charge ("MFC Statement"). Each component of the MFC will be shown separately by Service Class (i.e., SC 1, 2 Rate I, 2 Rate II, 3 and 13). Separate Merchant Function Charges shall be filed for air-conditioning customers served under SC2 Rate II and SC3. Each MFC Statement shall be filed with the PSC no later than two working days prior to the effective date of the statement.

(General Information - Continued on Leaf No. 179)

GENERAL INFORMATION – Continued

IX. Special Adjustments – Continued

9. Billing and Payment Processing Charge (BPP)

Billing and Payment Processing consists of the cost to print, process and mail a bill, and the cost of processing payments. The Billing and Payment Processing charge will be either $0.00 or $1.80 per bill for a single service gas Customer or $0.00 or $0.90 per bill for a dual service gas Customer i.e., a Customer who takes both electric and firm gas service from the Company and who receives a dual service bill (See tables below to determine applicability of the charge, noting that the term "Single Bill" in the tables refers to a Consolidated Bill and the term "two bills" in the tables refers to Dual Billing). Customers taking service under SC 9, and receiving either a utility consolidated bill or a marketer consolidated bill, are not subject to the BPP. The BPP charge will not be prorated for bills that are greater or less than 30 days' duration.

A. Single Service (Gas only) accounts – BPP and ESCO charges

	Full Service	Retail Choice Utility Single Bill (POR)	Retail Choice Two Bills	Retail Choice ESCO Single Bill
Gas Customer	$1.80	$0.00	$1.80	$0.00
Gas ESCO	N/A	$1.80	$0.00	$0.00

B. Dual Service (Gas and Electric) – Gas BPP and Gas ESCO charges for accounts with both services served by either Con Edison or by one ESCO or with only one service served by an ESCO

	Electric Service Type	Gas Full Service	Gas Retail Choice Utility Single Bill (POR)	Gas Retail Choice Two Bills	Gas Retail Choice ESCO Single Bill
Gas Customer	Electric Full Service	$0.90***	$0.00	$0.90***	$0.00
Gas ESCO	Electric Full Service	N/A	$1.80	$0.00	$0.00
Gas Customer	Electric Retail Choice Utility Single Bill (POR)	$0.00	$0.00	$0.00	N/A
Gas ESCO	Electric Retail Choice Utility Single Bill (POR)	$0.00*	$0.90**	$0.00*	N/A
Gas Customer	Electric Retail Choice Two Bill	$0.90***	$0.00	$0.90***	$0.00
Gas ESCO	Electric Retail Choice Two Bill	$0.00	$1.80	$0.00	$0.00
Gas Customer	Electric Retail Choice ESCO Single Bill	$0.00	N/A	$0.00	$0.00
Gas ESCO	Electric Retail Choice ESCO Single Bill	$0.00	N/A	$0.00	$0.00

*The ESCO, as the electric ESCO, will pay $1.80 because of the electric billing option.
**The ESCO, as the electric ESCO, will also pay $0.90.
***The Customer, as an electric customer, will also pay $0.90.

(General Information - Continued on Leaf No. 180)

GENERAL INFORMATION – Continued

IX. Special Adjustments – Continued

9. Billing and Payment Processing (BPP) - Continued

C. Dual Service (Gas and Electric) – Gas BPP and Gas ESCO charges for accounts with each service served by a different ESCO

	Electric Service Type	Gas Retail Choice Utility Single Bill (POR)	Gas Retail Choice Two Bills	Gas Retail Choice ESCO Single Bill
Gas Customer	Electric Retail Choice Utility Single Bill (POR)	$0.00	$0.00	N/A
Gas ESCO	Electric Retail Choice Utility Single Bill (POR)	$0.90**	$0.00*	N/A
Gas Customer	Electric Retail Choice Two Bill	$0.00	$0.90***	$0.00
Gas ESCO	Electric Retail Choice Two Bill	$1.80	$0.00	$0.00
Gas Customer	Electric Retail Choice ESCO Single Bill	N/A	$0.00	N/A
Gas ESCO	Electric Retail Choice ESCO Single Bill	N/A	$0.00	N/A

*The electric ESCO will pay $1.80.
**The electric ESCO will also pay $0.90.
***The Customer, as an electric customer, will also pay $0.90.

10. Low Income Reconciliation Adjustment

All Firm Sales and Firm Transportation Customers shall be subject to an annual Low Income Reconciliation Adjustment each twelve month period commencing January 1 (Rate Year) for (1) any difference between the amount of Low Income Discounts embedded in rates ($43.6 million) and the actual level of Low Income Discounts and Enhanced Affordability Program credits provided during such twelve-month period, and (2) any reconnection fees waived, in accordance with General Information Section III.8.(V). The adjustment shall be calculated on a per therm basis, and shall be credited or surcharged to SC 1, 2, 3 and 13 firm sales customers and corresponding SC 9 firm transportation customers, including customers taking service under Riders E and F, as an adjustment to the MRA. The adjustments will become effective the following January 1 for a twelve-month period.

Continuation of the Low Income Program beyond December 31, 2028, will be contingent on the continuation of full cost recovery through the MRA or an equivalent mechanism.

(General Information - Continued on Leaf No. 181)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

11. Uncollectibles Charge

The Company will recover an Uncollectibles Charge associated with the MRA as a monthly surcharge to the MRA. The Uncollectibles Charge will reflect an overall uncollectible rate of 0.60%. The Uncollectibles Charge will also reconcile the difference in MRA related uncollectible charges resulting from the extension of the suspension period in Case 25-G-0073.

12. Gas In Storage Working Capital Charge

Prior to November 1, 2016, the Company recovered Gas in Storage Working Capital costs through the MRA and MFC. For each twelve month period starting November 1, 2016, the Company will recover Gas in Storage Working Capital costs through the MRA. The carrying charges used in the determination of storage working capital costs will be the Company's authorized pre-tax rate of return on the base storage level and the Commission's Other Customer Capital Rate on amounts above the base storage level. The base storage level is defined as the lowest monthly balance. For purposes of calculating the rate to be billed to customers for each year, the base and above base storage levels will be estimated based on the prior year's actual levels. Effective November 1, 2016, Gas in Storage Working Capital costs will be allocated to Firm Sales and Firm Transportation Customers based on the percentage used to allocate the Company's assets between Firm Sales and Firm Transportation Customers as described in SC 20 – Operational Matters (C)(1) – Daily Delivery Service, adjusted to exclude assets allocated to Marketers under Tier 2(B) of the Company's Daily Delivery Service. Any over- or under collection of Gas in Storage Working Capital costs for the ten months ending October 2016 will be included in the MRA for the twelve months beginning November 1, 2016. Any such reconciliation for the period ending October 2016 will be allocated to sales and transportation customers using the same methodology employed to allocate these costs for the ten months ending October 2016. For each twelve-month period commencing November 1 actual Gas in Storage Working Capital costs will be reconciled with actual Gas in Storage Working Capital recoveries derived through the MRA, and any over- or under-recovery shall be refunded or recovered through the Gas in Storage Working Capital components of the MRA during the subsequent twelve-month period commencing November 1.

13. Oil to Gas Conversion Program Surcharge

Effective January 1, 2020, the Company's Oil Heating to Gas Heating Conversion Incentive Program is discontinued.

Until fully recovered, the Company will recover, through a surcharge on the MRA Statement, up to $1.465 million spent during each Rate Year through December 31, 2019, for the cost of providing to customers incentives associated with the Company's Oil Heating to Gas Heating Conversion Incentive Program.

(General Information - Continued on Leaf No. 181.1)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

14. Revenue Decoupling Mechanism ("RDM") Adjustment

For each year commencing January 1 ("Rate Year") Delivery Revenue from firm gas sales customers served under Service Classification ("SC") Nos. 1, 2 and 3 and from firm transportation customers taking service under SC 9 who would otherwise have taken service under SC 1, SC 2 or SC 3, will be subject to a reconciliation through a Revenue Decoupling Mechanism ("RDM") Adjustment, as described below. For purposes of the RDM adjustment, Delivery Revenue is defined as revenue derived from the base tariff rates applicable to SC 1, 2 and 3, and from the associated SC9 firm transportation tariff rates and weather normalization credits and surcharges. The RDM applies to the following customer groups, including all customers taking service under SC 9 that would have taken service under such group:

SC No. 1;
SC No. 2 – Rate I;
SC No. 2 – Rate II;
SC No. 3 – Rate I; and
SC No. 3 – Rate II.

The groups will also include, as applicable, (1) all gas volumes associated with customers receiving air conditioning service under SC 2 and 3; (2) the usage up to and including the Baseline Billing Determinants for customers taking service under Rider D (Excelsior Jobs Program); and (3) SC 1 and SC 3 Rate I customers participating in the Low Income Program and Enhanced Energy Affordability Program. The groups will exclude (1) customers taking service under Rider H (Distributed Generation Rate) and Rider J (Residential Distributed Generation Rate); (2) customers receiving service under firm by-pass rates; and (3) the usage above the Baseline Billing Determinants for customers taking service under Rider D.

For each customer group subject to the RDM, the Company will, at the end of each Rate Year, make an RDM adjustment to the extent that Actual Delivery Revenue varies from Allowed Delivery Revenue. Actual Delivery Revenue is the total of the Rate Year's revenue derived from the base tariff rates applicable to SC 1, 2 and 3, and from the associated SC 9 firm transportation tariff rates, and weather normalization credits or surcharges, but excluding revenues derived from the RDM adjustment as described below. Actual Delivery Revenue will be adjusted to add, for the first month that new base rates go into effect in each Rate Year, the effect of proration between old and new rates.

(General Information - Continued on Leaf No. 181.2)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

14. Revenue Decoupling Mechanism ("RDM") Adjustment - Continued

Allowed Delivery Revenue (in $000's), by customer group, is as follows:

	Jan. 2026	Feb.-Dec. 2026	Jan.-Dec. 2027	Jan.-Dec. 2028 *
SC No. 1	$ 26,128	$ 254,003	$ 281,888	$ 281,778
SC No. 2 – Rate I	17,737	148,862	169,853	174,327
SC No. 2 – Rate II	62,129	280,316	326,837	322,526
SC No. 3 – Rate I	111,522	526,501	659,957	703,240
SC No. 3 – Rate II	134,332	768,568	887,081	875,524

* Allowed Delivery Revenue for each rate year thereafter will continue at these amounts unless and until changed.

Any resulting RDM adjustment will be surcharged or refunded through separate per therm adjustments applicable to each customer group, with the exception of SC1 firm sales customers and their equivalent SC9 transportation customers, who in addition to the volumetric per therm adjustment, will be assessed a fixed monthly component of the RDM adjustment. This fixed monthly component of the RDM adjustment for SC1 will become effective in February 2027, with the RDM reconciliation for the first rate year of the Gas Rate Plan in Case 25-G-0073. Should the amount of any adjustment be less than $0.000001 per therm, the Company reserves the right to calculate the adjustment for a shorter time period or to defer the adjustment to a future period. Except as described below, the RDM Adjustment for each group will become effective in the second calendar month following the end of the twelve month period for which the RDM adjustment is calculated and will be recovered over a twelve month period. RDM adjustments by group will be shown on the Statement of Revenue Decoupling Mechanism Adjustment. The Company will file such Statement with the Public Service Commission no less than two working days prior to the start of each twelve-month period that the RDM Adjustment is to be in effect (and no less than two working days prior to any change in the RDM Adjustment as set forth herein).

All refunds or surcharges billed to customers through the RDM adjustments shall be subject to reconciliation at the end of each reconciliation period.

Beginning with the first month of each Rate Year, interest at the Other Customer Provided Capital Rate will be calculated for each month on the average of the current and prior month's cumulative revenue over- or under-collection (net of state and federal taxes) and will be included along with the over- or under-collection charged or credited to customers.

The Company may implement an Interim RDM Adjustment whenever the Company determines that such an adjustment is necessary to avoid a large over- or under- collection, based on the Company's projection for that Rate Year of forthcoming RDM reconciliation balances. Any Interim RDM Adjustment will be determined based on a twelve-month recovery period and resulting higher or lower revenues will be included in the annual RDM reconciliation.

(General Information - Continued on Leaf No. 182)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

15. Curtailment Cost Recovery Charge applicable to Firm Service Classification Nos. 1, 2, 3, 9 and 13

Firm Sales and Firm Transportation Customers shall be subject to a charge, stated on a dollar per therm basis and shown separately on the Statement of Monthly Rate Adjustment, to recover the costs associated with payments made to ESCOs and Direct Customers in accordance with General Information Section 14(E) "Gas Service Curtailments" of the Schedule.

16. System Benefits Charge ("SBC")

The System Benefits Charge recovers costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority ("NYSERDA") and energy efficiency programs implemented by the Company. Firm customers taking service under this Rate Schedule (excluding SC-14, Natural Gas Vehicle Service Customers) are subject to the SBC.

Except for the 10-month Statement filed to become effective March 1, 2016, the Statement of System Benefits Charge will be filed on an annual basis, on no less than 15 days' notice, to become effective January 1. The Statement will set forth the following surcharge rates:

A. Clean Energy Fund ("CEF") Surcharge Rate

Beginning March 1, 2016, the CEF Surcharge rate collects: (1) annual authorized collections associated with NYSERDA-run clean energy activities, including the Energy Efficiency Portfolio Standard ("EEPS"), and CEF, plus or minus any over- or under-collections associated with prior years; and (2) any over- or under-collections associated with Company-run EEPS programs authorized through 2015.

B. Energy Efficiency ("EE") Tracker Surcharge Rate

The EE Tracker Surcharge rate collects: (1) annual authorized collections starting 2016 associated with Company-run energy-efficiency programs, excluding programs funded through base delivery rates; and (2) starting 2017, any prior period over- or under-collections for these programs, minus interest earned on prior-period surcharges for these programs calculated at the Other Customer Capital Rate.

(General Information - Continued on Leaf No. 183)

GENERAL INFORMATION - Continued

IX. Special Adjustments-Continued

16. System Benefits Charge ("SBC") - Continued

C. NYSERDA Low- to Moderate- Income ("LMI") Energy Efficiency and Building Electrification ("EE/BE") Surcharge Rate

The NYSERDA LMI EE/BE Surcharge rate will collect funds to support the LMI EE/BE Portfolio for the period 2026-2032, and any other costs associated with this portfolio that the Commission authorizes for collection through the NYSERDA LMI EE/BE Surcharge. Costs to be included shall be as specified by the Commission in Case 25-M-0249. The surcharge will be calculated to recover the necessary collections, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections as directed by the Commission.

Each surcharge rate will be calculated by dividing the necessary collection amount by the projected firm therm deliveries for the period in which the Statement is to be in effect.

17. Arrears Management Program ("AMP") Recovery Surcharge

Commencing June 1, 2024, the Arrears Management Program ("AMP") Recovery Surcharge will recover program costs associated with credits applied to gas Customer bills under the Phase 2 Electric and Gas Bill Relief Program as described in General Information Section III. 8. (X), Special Adjustments, in exceedance of funds provided by shareholders, plus carrying charges, and less costs recovered through the Monthly Rate Adjustment as described in General Information Section IX. 32, as authorized by the Commission in its order issued January 19, 2023, in Cases 14-M-0565 et al.

The AMP Recovery Surcharge is designed to collect, commencing June 1, 2024, annual costs plus prior period reconciliations under General Information Section IX. 17. Special Adjustments. Annual costs will be allocated among the SCs based on the delivery revenue established in the Company's most recently approved gas rate plan.

The AMP Recovery Surcharge will be collected on a monthly basis from the following customers taking service under this Rate Schedule on a per therm basis for SCs 1, 2, 3 and 13 and Riders D, H and J and their transportation equivalents. Any difference between the actual costs required to be collected from each SC and the actual amount collected will be reconciled, and the difference will be charged or credited to Customers in that SC, plus carrying charges, over a subsequent period(s). The unit amounts to be collected will be shown on the Statement of Arrears Management Program Recovery Surcharge filed with the Public Service Commission apart from this Rate Schedule. Unless otherwise directed by the Commission, Statements will be filed not less than three days before their effective date.

(General Information - Continued on Leaf No. 183.1)

GENERAL INFORMATION – Continued

IX. Special Adjustments-Continued

18. Pipeline Facilities Adjustment

The Pipeline Facilities Adjustment will recover Commission approved payments made to interstate pipeline companies for upgrades to interstate pipeline facilities at the Company's gate stations. The recovery will include interest at the Commission's Other Customer Capital Rate. The Pipeline Facilities Adjustment will be a per therm adjustment recovered over twelve months and surcharged to Firm Sales and Firm Transportation Customers, at the same rate, commencing after each project's in-service date. Any over- or under-recovery shall be included in a subsequent Pipeline Facilities Adjustment. Should the amount of any adjustment be less than $0.000001 per therm, the Company reserves the right to calculate the adjustment for a shorter time period. Any amounts incurred over the Commission approved levels shall be deferred and addressed in the Company's next base rate proceeding.

19. Other Non-Recurring Adjustments

Monthly Rate Adjustments ("MRA") applicable to Firm Sales and Firm Transportation Customers shall be used to charge or credit Customers for any Non-Recurring Adjustments as directed by the Commission. Any future Non-Recurring Adjustments ordered by the Commission to be adjusted through the MRA shall be included as a separate line item in the MRA. A Non-Recurring Adjustment will include an adjustment for recoveries associated with a change in revenue due to a change in law, rule, regulation, order, or other requirement or interpretation (or any repeal or amendment of an existing rule, regulation, order or other requirement) of the federal, state, or local government or courts, including a requirement that the Company refund its tax exempt debt, resulting in a change in the Company's annual gas revenues, costs or expenses not anticipated in the forecasts and assumptions on which the Company's rates are based in an annual amount equating to ten (10) basis points of return on common equity or more.

(General Information - Continued on Leaf No. 183.2)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

20. Delivery Revenue Surcharge

Pursuant to the Rate Plan approved in Case 25-G-0073, the Delivery Revenue Surcharge (the "Surcharge") will collect/refund Pure Base Revenue differences that result from extension of the Case 25-G-0073 suspension period, plus interest at the Company's Pre-tax Weighted Average Cost of Capital, over 11 months commencing February 1, 2026.

The Surcharge will be assessed on a per therm basis as indicated on the Statement of Delivery Revenue Surcharge. In addition to a per therm charge, Service Classification No. 1 will be assessed a monthly charge.

The unit amounts to be collected will be shown on the Statement of Delivery Revenue Surcharge filed with the Public Service Commission, apart from this Rate Schedule. Any difference between amounts required to be collected through the Surcharge and the actual amounts collected will be charged or credited to customers over a reasonable period after December 31, 2026. Unless otherwise directed by the Commission, the Company will file Statements no less than three days before their effective date.

21. New York Facilities Adjustment

Firm Sales and Firm Transportation Customers shall be subject to the New York Facilities Adjustment for any differences between the Company's share of the New York Facilities revenues and costs embedded in base delivery rates, pursuant to the Rate Plan approved in Case 19-G-0066, and the Company's actual costs and revenues resulting from the New York Facilities Agreement among the Company, The Brooklyn Union Gas Company d/b/a National Grid NY ("Brooklyn Union"), and KeySpan Gas East Corporation d/b/a National Grid ("Gas East")

The New York Facilities Adjustment shall be calculated on a dollar per therm basis, and shall be credited or surcharged to Firm Sales and Firm Transportation Customers, at the same rate, as an adjustment to the MRA.

(General Information - Continued on Leaf No. 183.3)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

22. Gas Supplier Refunds

If the Company receives refunds of excess charges paid to the supplier or suppliers prior to gas being purchased under a common supply arrangement, such refunds will be credited to the Company's firm gas customers.

In addition, if a refund is received pertaining to the period where gas is purchased under a common supply arrangement for the Companies, such refund will be allocated between the Companies in proportion to the Companies' respective monthly firm sales sendout quantities and firm transportation quantities covering the period of the refund.

Effective February 1, 2017, all Firm Sales and Firm Transportation Customers who take an assignment of Con Edison's upstream capacity assets shall receive the portion of any refunds associated with those upstream capacity assets as a credit to the Monthly Rate Adjustment.

The refund credits shall be computed as follows:

The Company shall commence crediting its Firm Sales and Firm Transportation Customers, within six months of the date of receipt of each refund by a credit to the Monthly Rate Adjustment over a 12-month period. Any refunds received by the Company from its suppliers may be combined for purposes of computing the refund credit.

The specific level of refund credit will be computed by dividing the total applicable refund amount, including gas supplier and Company interest, by the estimated firm sales therms and firm transportation therms for the twelve months of the refund period. The Company shall determine the total amount refunded to its Customers on the basis of the actual ten months' sales and transportation figures. Any balance of the refund remaining after the ten month's actual sales and transportation quantity and the eleventh month's estimated sales and transportation quantity will be divided by an estimate of the twelfth month's sales and transportation quantity and will be reflected in the applicable monthly adjustment for the twelfth month.

The Company may make appropriate adjustments to the refund credit at any time if it appears that the refund will be completed prior to the end of the refund period.

(General Information - Continued on Leaf No. 183.4)

GENERAL INFORMATION - Continued

IX. Special Adjustments - Continued

22. Gas Supplier Refunds - Continued

Any under- or over- recovery which results from the operation of this refund provision shall be included in the computation of the next applicable Gas Supplier Refund. If the Company receives a refund from its gas supplier or suppliers where the total amount of the refund, including interest, is too small to be credited separately, such refund shall be included in the computation of the next Gas Supplier Refund.

Simple interest, at the Commission's Other Customer Capital Rate, shall be accrued on supplier or suppliers' refunds from the date of receipt of such refund by the Company until the refund is included in the Monthly Rate Adjustment. Commencing with the date the supplier or suppliers' refund is included in the Monthly Rate Adjustment, interest will be accrued on the estimated monthly unrefunded balances through the end of the refund period.

Where exceptional circumstances warrant, the Company may petition the Public Service Commission for waiver of the above refund plan.

23. Safety and Reliability Surcharge Mechanism ("SRSM")

All Firm Sales and Firm Transportation Customers shall be subject to a Safety and Reliability Surcharge Mechanism which recovers, as authorized by the Commission: 1) the carrying costs on incremental capital expenditures and the incremental O&M expenses associated with the replacement of leak prone pipe (LPP) above the Rate Year target levels; and 2) incremental O&M expenses associated with lowering the Company's leak backlog. Recovery of the incremental LPP costs under the SRSM shall be capped at one and a half miles for the cumulative three-year term (RY1-RY3) of the Gas Rate Plan in Case 25-G-0073.

Incremental O&M costs incurred in each Rate Year will be recovered over a 12 month period. Carrying costs associated with incremental LPP capital expenditures will be recovered until the Company's base delivery rates are reset in the Company's next base rate case. The SRSM shall be calculated on a dollar per therm basis and shall be surcharged to all Firm Sales and Firm Transportation Customers. The SRSM will commence on March 1 following the applicable Rate Year, and will be effective for a twelve-month period. Any over- or under-collections for each period, including interest at the Commission's Other Customer Capital Rate, will be reconciled and included in a subsequent SRSM.

(General Information - Continued on Leaf No. 183.5)

GENERAL INFORMATION – Continued

IX. Special Adjustments - Continued

24. Revenue Adjustment Mechanism

Pursuant to the Commission's order issued January 22, 2026, in Case 25-G-0073, $33.33 million of the Company's annual gas delivery revenue requirement ($100 million over three years) is to be recovered pursuant to a revenue adjustment mechanism and shall be subject to refund.

25. Earnings Adjustment Mechanisms ("EAMs") and Other Revenue Adjustments

The Company can recover from Firm Customers any positive incentives earned under EAMs, recover/credit any other incentives associated with Company incentive mechanisms, and recover/credit revenue adjustments associated with Company performance metrics and mechanisms, as authorized by the Commission. Any over- or under-recovery shall be included in a subsequent revenue adjustment/incentive. Should the amount of any revenue adjustments and incentives be less than $0.000001 per therm, the Company reserves the right to calculate the revenue adjustments and incentives for a shorter time period.

26. Gas Demand Response Surcharge

The Company will recover costs associated with the Gas Demand Response Pilot Program, pursuant to Commission Orders in Case 17-G-0606. The Gas Demand Response Pilot Program costs will be recovered as incurred through a surcharge on the MRA statement, applicable to Firm Sales and Firm Transportation Customers.

27. Interconnection Plant Surcharge

The Company will recover costs associated with any Company owned interconnection plant associated with trucked and stored compressed natural gas ("CNG") and trucked and stored liquefied natural gas ("LNG") projects pursuant to Commission Orders in Case 17-G-0606. The costs to be recovered include the associated carrying charges on the Company's investment, with a return on investment, depreciation expense and operation and maintenance expenses associated with the infrastructure. The costs will be recovered through a surcharge on the MRA statement, applicable to Firm Sales and Firm Transportation Customers, until such costs can be incorporated into base rates during the next Company rate filing.

(General Information - Continued on Leaf No. 183.6)

GENERAL INFORMATION – Continued

IX. Special Adjustments - Continued

28. Reserved for Future Use

29. Non-Pipes Alternatives ("NPA") Adjustment

The Company will recover costs associated with the implementation of NPAs, including the overall pre-tax rate of return on such costs, and any applicable incentives. To the extent such new NPAs result in the Company displacing a capital project reflected in the Average Gas Plant In Service Balances, the balances will be reduced to exclude the forecasted net plant costs associated with the displaced project, the carrying charge on the reduction will be applied as a credit against the NPA, pursuant to the Commission's June 17, 2022, Order in Case 19-G-0066 and the Gas Rate Plans in Cases 22-G-0065 and 25-G-0073. The costs will be recovered through a surcharge on the MRA statement, applicable to Firm Sales and Firm Transportation Customers, until such costs are incorporated into base rates and will be consistent with the 20 year Amortization Period and the Shareholder Incentive Mechanism as described in the June 17, 2022 Order.

30. Gas Service Line Surcharge

The Company will recover costs associated with Gas Service Line survey/inspection costs incurred above those included in base rates, pursuant to Commission Order in Case 19-G-0066. The recovery is capped at $99.79 million for the term of the Rate Plan. Any revenues generated by fees associated with the survey/inspection process will be a credit to customers. The costs will be recovered through a surcharge on the MRA statement, applicable to Firm Sales and Firm Transportation Customers.

31. Reconciliation of Property Taxes

The Company will reconcile the difference between the actual annual property taxes and Commission approved levels in base rates, as authorized by the Commission and credit/charge Customers as an adjustment to the MRA.

32. Electric and Gas Bill Relief Program Surcharge

The Company will recover the credits applied to gas Customer bills under the Phase 1 and Phase 2 Electric and Gas Relief Bill Program as described in General Information Section III.8.(X) of this Rate Schedule, in exceedance of funds provided by New York State (when applicable) and shareholders, plus carrying charges, as authorized by the Commission in its orders issued June 16, 2022 and January 19, 2023, in Cases 14-M-0565 et al. The costs will be recovered through a surcharge on the MRA statement, applicable to Firm Sales and Firm Transportation Customers. Commencing June 1, 2024, Phase 2 Electric and Gas Bill Relief Program costs will be recovered through the Arrears Management Program Recovery Surcharge as described in General Information Section IX. 17.

(General Information - Continued on Leaf No. 184)

..DID: 6424
..TXT: PSC NO: 9 GAS LEAF: 184
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

X. Thermal Billing Zones

THERM ZONE	AREA
01	Customers in the Towns of Cortlandt, Somers and Yorktown; the Villages of Croton and Buchanan; and the City of Peekskill.
02	Customers in all Westchester cities, towns & villages not included in Zone 1, and Bronx Customers east of the Hutchinson River (including City Island).
03	Bronx Customers west of the Hutchinson River, and Customers in Manhattan north of approximately 133rd Street on East side and 147th Street on West side.
04	Customers in Manhattan (excluding F.D.R. Island) not included in Zone 3.
05	Customers in First and Third Ward of Queens except Customers supplied from Zone 4 and F.D.R. Island Customers.

(General Information - Continued on Leaf No. 185.0)

GENERAL INFORMATION - Continued

APPLICATION FOR SERVICE

It is important for you to answer the following questions accurately and completely to determine the proper service classification for your account. For further information on your rights as a customer, please request our RIGHTS AND RESPONSIBILITIES pamphlets.

As a Con Edison customer you agree to pay for service supplied at the rates, charges, and terms of your service classification, and in accordance with the provisions of the applicable (electricity or gas) Con Edison rate schedule. If you are interested in steam service, please call (212) 780-3966. Our rate schedules are located on our web site at www.coned.com and at offices where applications for service can be made.

Please read all questions carefully and answer to the best of your knowledge. PLEASE PRINT YOUR ANSWERS, AND SIGN THE APPLICATION IN PART E.

FOR OFFICE USE ONLY: __ __ - __ __ __ __ - __ __ __ __ - __ __ __ __ - __

PART A. NEW ACCOUNT INFORMATION

1. (a) **ACCOUNT NAME:** List the name of the person or business (corporation) who owns or leases the premises where service will be used and who will be responsible for the new account.

Name _____
Name of Business (if applicable) _____

(b) 1. RESIDENTIAL CUSTOMER - Please indicate the type and the ID number for **one** of the following forms of identification: Social Security, New York State driver's license, New York State non-driver's license, Public Assistance, Resident Alien, Individual Taxpayer Identification Number ("ITIN"), New York City Identification Card ("IDNYC"), or other.

Type of ID _____ ID number _____

2. NON-RESIDENTIAL CUSTOMER - Please provide Taxpayer Identification Number (TIN) or Social Security Number (if you do not have a TIN) _____

(General Information - Continued on Leaf No. 186)

..DID: 18419
..TXT: PSC NO: 9 GAS LEAF: 186
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

GENERAL INFORMATION - APPLICATION FOR SERVICE - Continued

(c) **ACCOUNT ADDRESS:** Please enter the address where you want to receive service(s).
Address_____ Room/Floor/Office #/Apartment # _____
Town/City_____ State _____ Zip ____

2. (a) **MAILING ADDRESS WHERE WE SHOULD SEND BILLS, IF DIFFERENT FROM ABOVE:** If you want your Con Edison bills to be mailed to a name or address different than that shown above, enter name and address here.
Name _____
Address _____
Room/Floor/Office #/Apartment #_____
Town/City_____ State _____ Zip_____

(b) **TELEPHONE NUMBER:** What is your telephone number? _____
Is there another telephone number or pager number where we can reach you? _____
Fax No._____ E-mail Address _____

3. **ACCESS TO METERS:**
If you do not control access to the meter(s), enter the name and address of the person who can provide access.

Name _____ Telephone No. _____
Address_____ Room/Floor/Office #/Apartment # _____
Town/City_____ State _____ Zip _____

PART B. SERVICE CLASSIFICATION

1. **SERVICE(S) BEING REQUESTED:** (Check all that apply) [ ] Electric [ ] Gas

2. **DATE YOU ARE RESPONSIBLE FOR ACCOUNT:**
(Date of deed or date lease commences) _____/_____/_____

3. If this is a residence, do you plan to conduct a business here? [ ] Yes [ ] No

4. What percent of the total space will be used for business purposes? _____%

5. Do you or your employees plan to live at this premises? [ ] Yes [ ] No

(General Information - Continued on Leaf No. 187.0)

PSC NO: 9 GAS **LEAF: 187**
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. **REVISION: 2**
INITIAL EFFECTIVE DATE: October 1, 2004 **SUPERSEDING REVISION: 1**
STAMPS: Issued in compliance with order in Case 03-G-1671 dated September 27, 2004

GENERAL INFORMATION - APPLICATION FOR SERVICE - Continued

6. If this is not a residence, do you plan to use service primarily for residential purposes? [ ] Yes [ ] No

7. **RELIGIOUS ORGANIZATIONS, COMMUNITY RESIDENCES AND VETERAN'S ORGANIZATIONS:**
Please check below if the following applies to this service. Service is being requested by:
[ ] a religious organization [ ] a community residence [ ] a veterans' organization
Please note that the Public Service Law, Section 76, permits any corporation or association organized and conducted in good faith for religious purposes, certain community residences, and any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization to receive services at rates no greater than the rates charged to residential customers. For electric service, residential and religious rates **may** be lower than non-residential rates for many customers that are religious organizations, community residences, and veterans' organizations but not for every customer. For gas service, non-residential rates may be lower than residential rates for some religious organizations, community residences, and veterans' organizations. If you are applying for both electricity and gas service, you may elect residential rates for one service and non-residential rates for the other, or the same rate for both services. To determine if you are eligible for residential rates, refer to attached **"IMPORTANT INFORMATION FOR ALL APPLICANTS"** or speak with a service representative.

8. **ELECTRIC INFORMATION**: The amount of electricity you use and how you use it will generally determine the rate at which you'll be billed. Which of the following best describes your business or premises? (Check only one)

[ ] Residence
[ ] Any non-residential premises, store, restaurant, commercial office, gas station, factory.
Indicate type: _____
[ ] Medical or professional office building or suite
[ ] Apartment or premises, in a residential building, where business is also conducted (*doctor's office, beauty parlor, real estate, etc.*)
[ ] Hotel, motel, hospital, nursing home, flea market (*Please discuss with service representative*)
[ ] Religious use, such as a house of worship, living quarters for the clergy, rectory or parochial school
Other religious uses (*Describe*) _____
[ ] Veterans' Organization's use: a post or hall owned or leased by a not-for-profit veterans' organization
[ ] Community Residence that is a supportive or supervised living facility
[ ] Other _____

(General Information - Continued on Leaf No. 188)

..DID: 18421
..TXT: PSC NO: 9 GAS LEAF: 188
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

GENERAL INFORMATION - APPLICATION FOR SERVICE - Continued

Which of the following best describes your use of electricity? *(Check only one)*

[ ] Exclusively for hall lighting, elevators, and other common areas of a multi-tenanted building (residential or commercial)
[ ] Entire premises for your own use (Example: *residence or retail store*)
[ ] Entire premises, including redistributing electricity to:
[ ] Residential tenants [ ] Commercial tenants
(If you are redistributing service to others, please speak with a service representative)

Do you have? *(Check all that apply)*

[ ] An emergency generator [ ] Permanently installed electric space heating
[ ] Electric hot water heating [ ] Other _____

Have you made, or do you plan to make, electrical wiring changes to this location?
[ ] Yes [ ] No

If electricity is needed to operate life-support equipment for someone residing at your premises, whether an occupant or a tenant, please speak with a service representative.

9. **GAS INFORMATION**: The amount of gas you use and how you use it will generally determine the rate at which you will be billed.
Which of the following best describes your business or premises? *(Check only one)*
[ ] Residence (apartment or 1-3 family house)
[ ] Apartment house (4 or more apartments)
[ ] Religious use, as a house of worship, living quarters for the clergy, rectory or parochial school
[ ] Veterans' Organization's use: a post or hall owned or leased by a not-for-profit veterans' organization
[ ] Community Residence that is a supportive or supervised living facility
[ ] Manufacturing
[ ] Compressed natural gas - distributor or operator (circle one)
[ ] Store, Restaurant, Commercial Office
[ ] Other _____

(General Information - Continued on Leaf No. 189.0)

..DID: 18756
..TXT: PSC NO: 9 GAS LEAF: 189
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 1
STAMPS:
RECEIVED: 04/22/02 STATUS: Effective EFFECTIVE: 06/01/02

GENERAL INFORMATION - APPLICATION FOR SERVICE - Continued

Check ALL the uses of gas which apply to this account:

[ ] Hot water heating	[ ] Laundry dryer	[ ] Commercial cooking
[ ] Residential cooking	[ ] Gas air-conditioning	[ ] Electricity Generation
[ ] Space heating	[ ] Gas provided to tenants for cooking	[ ] Dual Fuel Burner
[ ] Seasonal Use Only (April 1 - October 31)		[ ] Other _____

Have you made, or do you plan to make, gas piping changes to this location?
[ ] Yes [ ] No

A BUILDING OF PUBLIC ASSEMBLY is considered one of the following:
(a) school, hospital, nursing home or licensed child care facility; (b) a factory that normally employs 75 or more people; (c) a building with capacity for 75 or more people to which the public is normally admitted (e.g. church, restaurant, theater); or (d) an office or apartment building with a facility for public assembly (e.g. auditorium, cafeteria, community or meeting room) with a capacity for 75 or more people. Is this a building of public assembly? [ ] Yes [ ] No

PART C. INFORMATION ABOUT CON EDISON ACCOUNTS

(a) I do not now, nor did I previously, have a Con Edison account.

(b) I currently have a Con Edison account.
DO YOU WANT THE OTHER ACCOUNT TO BE TURNED OFF? [ ] Yes [ ] No

Name _____ Acct. No. _____

Address _____ Room/Floor/Office #/Apartment # _____

Town/City _____ State _____ Zip _____

(c) I previously had an account with Con Edison, which is now closed, at:

Name _____ Acct. No. _____

Address _____ Room/Floor/Office #/Apartment # _____

Town/City _____ State _____ Zip _____

(General Information - Continued on Leaf No. 190.0)

GENERAL INFORMATION - APPLICATION FOR SERVICE - Continued

PART D. ADDITIONAL INFORMATION

1. **SALES TAX STATUS**: What is sales tax status for the account?
   [ ] Taxable [ ] Non-Taxable [ ] Partially Tax Exempt

   IF YOU CLAIM TAX EXEMPTION, ATTACH THE APPROPRIATE EXEMPT CERTIFICATION TO THIS APPLICATION.

   [ ] ST-119.1: New York State and Local Sales and Use Tax - Exempt Organization Certification
   [ ] ST-120: New York State and Local Sales and Use Resale Certificate
   [ ] ST-121: New York State and Local Sales and Use Tax - Exempt Use Certification
   [ ] TP-385: Certification of Residential Use - Sales Tax Reduction on Energy Purchases

   These forms are available on the New York State Department of Finance's website.
   If you are a tax-exempt organization and redistribute electricity or gas, contact your tax advisor to determine if you are eligible for remission of the state and local Gross Receipts Tax.

PART E. SIGNATURE

Before signing this application, you should carefully read the section concerning eligibility of religious organizations, community residences, and veterans' organizations for residential rates, and the IMPORTANT INFORMATION FOR ALL APPLICANTS that is available with this application form. Call us if you have questions about your rights and responsibilities as a Con Edison customer or visit our website at www.coned.com.

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

Application submitted by:
Print Name_____
Position/Title_____
Full Signature_____

Affiliation to person responsible for account:
[ ] Owner [ ] Partner [ ] Same
[ ] Corporate Officer [ ] Agent
[ ] Other(Explain)_____

FOR COMPANY USE ONLY
Con Edison Representative accepting this application _____ Date _____
Amount of Deposit Assessed $_____

(General Information - Continued Leaf No. 191)

..DID: 18424
..TXT: PSC NO: 9 GAS LEAF: 191
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 192.0)

..DID: 18425
..TXT: PSC NO: 9 GAS LEAF: 192
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 193.0)

..DID: 18426
..TXT: PSC NO: 9 GAS LEAF: 193
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 1
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 194.0)

..DID: 18414
..TXT: PSC NO: 9 GAS LEAF: 194
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 195.0)

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

(Name of Officer, Title, Address)

..DID: 18415
..TXT: PSC NO: 9 GAS LEAF: 195
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 196.0)

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

(Name of Officer, Title, Address)

..DID: 18416
..TXT: PSC NO: 9 GAS LEAF: 196
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 197.0)

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

(Name of Officer, Title, Address)

..DID: 18417
..TXT: PSC NO: 9 GAS LEAF: 197
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 198.0)

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

(Name of Officer, Title, Address)

..DID: 18418
..TXT: PSC NO: 9 GAS LEAF: 198
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 1
STAMPS:
RECEIVED: 02/22/02 STATUS: Effective EFFECTIVE: 06/01/02

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 199.0)

..DID: 14005
..TXT: PSC NO: 9 GAS LEAF: 199
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 200.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 14006
..TXT: PSC NO: 9 GAS LEAF: 200
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 201.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 14007
..TXT: PSC NO: 9 GAS LEAF: 201
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 202.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 14008
..TXT: PSC NO: 9 GAS LEAF: 202
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 203.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 14009
..TXT: PSC NO: 9 GAS LEAF: 203
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 204.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 14010
..TXT: PSC NO: 9 GAS LEAF: 204
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1456 DATED NOVEMBER 2
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 205.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York,N.Y.10003**
(Name of Officer, Title, Address)

..DID: 6218
..TXT: PSC NO: 9 GAS LEAF: 205
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

Application Form for Natural Gas Vehicle (NGV) Service

Applicant Information:

Account Name _____Telephone_____

Address_____City_____State_____Zip_____

Billing Address (if different from above):

c/o Name _____Telephone_____

Address_____City_____State_____Zip_____

_

Estimated Number of Refuelings Per Week_____

Probable Time of Refueling " Day " Evening

Probable Refueling Location _____

Estimated Monthly Consumption Per Vehicle (gallons)_____

(General Information - Continued on Leaf No. 206.0)

..DID: 6219
..TXT: PSC NO: 9 GAS LEAF: 206
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

Application Form for Natural Gas Vehicle (NGV) Service - Continued

Vehicle Registration:

Number
_____State_____Expires_____

Name (if different from above) _____

Address_____City_____State_____Zip_____
__

Vehicle Information:

Make_____Year_____Model_____Type_____

(General Information - Continued on Leaf No. 207.0)

..DID: 6220
..TXT: PSC NO: 9 GAS LEAF: 207
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

4. Application Form for Natural Gas Vehicle (NGV) Service - Continued

NGV Equipment Information:

Original Equipment:

Manufacturer's Name: _____

Dealer's Name and Address: _____
Dual Fuel [] Dedicated []

Conversion Equipment:

Converter's Name and Address: _____
Dual Fuel [] Dedicated []

Are you a Con Edison Customer? Yes [] No []

If yes, please provide Account Number(s) _____

(General Information - Continued on Leaf No. 208.0)

..DID: 6419
..TXT: PSC NO: 9 GAS LEAF: 208
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

4. Application Form for Natural Gas Vehicle (NGV) Service - Continued

NGV Equipment Information: - Continued

Number of Tanks_____Total Capacity(cubic feet)
_____

Tank Certification " DOT " ASME " Other
_____
_____

Date(s) of Certification
_____

Tank Operating Pressure " 2,400 lbs. " 3,000 lbs. " 3,600 lbs.

Type of Refueling Connection " NGV1 " Other
_____
_____

Type of Approval of Conversion Kit Components:

" UL " SAE " FM " Other
_____

(General Information - Continued on Leaf No. 209.0)

..DID: 6435
..TXT: PSC NO: 9 GAS LEAF: 209
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

4. Application Form for Natural Gas Vehicle (NGV) Service - Continued

Conversion Kit Installed in Compliance with:

" NFPA-52 " NYCFD FP Directive 1-80 (revised 3/21/84)

" NYS Chpt. 6 Transportation Regs. " Part 720 " Part 721

"

Other_____State_____County_____

1" labeling Denoting Natural Gas Vehicle: " Yes " No

Customer has applied to Consolidated Edison Company of New York, Inc. for Natural Gas Vehicle Service and agrees to abide by all applicable Company rules and regulations while on Company premises. Customer understands and agrees that the terms and conditions of Con Edison's provision of NGV Service ("Tariff") are contained in the Company's Schedule for Gas Service approved by the New York State Public Service Commission, as the Tariff may be amended from time to time. Customer agrees to abide by all applicable terms and conditions contained in the Tariff.

_____ _____

Date Customer's Signature

(General Information - Continued on Leaf No. 210.0)

..DID: 6420
..TXT: PSC NO: 9 GAS LEAF: 210
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

5. Form of Application for Extension of Gas Main in Excess of 100 Feet or for Connection or Reconnection thereto

APPLICATION FOR EXTENSION OF GAS MAIN IN EXCESS OF 100 FEET
OR FOR CONNECTION THERETO OF AN ADDITIONAL
CUSTOMER OR A SUCCESSOR CUSTOMER

To CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
PRINCIPAL OFFICE: 4 IRVING PLACE, NEW YORK, N.Y. 10003

The undersigned,_____(owner/occupant) of property

in the Borough or Municipality of _____known as_____
(identify by block and lot number,etc.)

abutting on
_____
(street, avenue, etc.)

hereby makes application to Consolidated Edison Company of New York, Inc. (hereinafter termed the Company) for the supply of gas service to the above-designated premises under the terms and conditions pertaining to "Installation of Mains and Services" set forth in the Company's Gas Rate Schedule:

(Check applicable clauses)

[] By extending its system to serve said premises, the Company having no gas mains within 100 feet of said premises. *(Initial Customer)*

[] By connecting said premises to such an extension of the Company's system constructed pursuant to an application for extension heretofore made. *(Additional Customer)*

(General Information - Continued on Leaf No. 211.0)

..DID: 6421
..TXT: PSC NO: 9 GAS LEAF: 211
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

(Check applicable clauses) - Continued

[] By reconnecting said premises to such an extension of the Company's system constructed pursuant to an application for extension heretofore made. *(Successor Customer)*

The undersigned agrees to pay to the Company the rates set forth in the Service Classification under which gas is supplied to him/her and in addition to pay, ratably for each billing period, the amount of the surcharge allocable to him/her, in accordance with the provisions of the Company's Gas Rate Schedule pertaining to "Installation of Mains and Services."

This application is subject in all respects to the provisions of the Company's Gas Rate Schedule now on file with the Public Service Commission, and any amendments thereof, all of which is hereby referred to and made a part hereof.

Date_____ Full Name of Owner or Occupant_____

By_____

(Signature and Title of Authorized Representative or Agent)

_____

(Mailing Address)

Date: _____ Reviewed by: _____

Date: _____ Approved by:_____

(General Information - Continued on Leaf No. 212.0)

..DID: 6422
..TXT: PSC NO: 9 GAS LEAF: 212
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

6. Form of Application for Construction of Excess Distribution Facilities

APPLICATION FOR CONSTRUCTION OF EXCESS
DISTRIBUTION FACILITIES

To CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
PRINCIPAL OFFICE: 4 IRVING PLACE, NEW YORK, N.Y. 10003

The undersigned,_____(owner/occupant) of property in the

property in the Borough or Municipality of _____

known as _____, hereby requests

Consolidated Edison Company of New York, Inc. (hereinafter termed the Company) to provide distribution facilities in excess of those normally provided, as described below, pursuant to General Rule III, Paragraph 4 (d) "Excess Distribution Facilities" of the Company's Gas Rate Schedule, in connection with supply of gas service to the undersigned at the above-designated premises.

Such excess facilities are requested for the following reasons:

_____
__
___

_____
__
___

_____
__
___

(General Information - Continued on Leaf No. 213.0)

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

6. Form of Application for Construction of Excess Distribution Facilities - Continued

Such excess facilities are generally described as follows:

_____

_____

_____

The undersigned hereby agrees to pay to the Company in advance the total Company-estimated cost of $_____ for such facilities, and, in addition, the Company-estimated taxes and maintenance (including replacements) on such facilities for the first year, amounting to $_____, and at the beginning of each succeeding year to pay to the Company in advance a like sum for taxes and maintenance (including replacements) on such facilities, and it is further agreed that none of such payments shall be refundable. At the Customer's option, the Customer may pay a lump sum charge of $_____ instead of annual surcharges.

This agreement may be terminated by the Customer at any time by giving the Company not less than thirty days' advance notice in writing of termination, and upon such termination all obligation of the Customer with respect to payment of further charges shall cease, and the Company will disconnect and remove such facilities from the premises.

(General Information - Continued on Leaf No. 214.0)

..DID: 6411
..TXT: PSC NO: 9 GAS LEAF: 214
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

6. Form of Application for Construction of Excess Distribution Facilities - Continued

All excess facilities provided hereunder shall be and remain the property of the Company. The Company reserves the right at any time and from time to time to substitute other facilities which, in the Company's judgment, will reasonably perform the functions for which such excess facilities were installed, and the Company further reserves the right, at any time after the expiration of five (5) years from the date such facilities were originally installed, to withdraw such facilities from use, and upon such withdrawal all obligation of the Company shall cease without any liability on the part of the Company for resulting inconvenience or damage to the Customer, and the Customer shall not be liable for any further charges for taxes and maintenance (including replacements) on such facilities. Subject to the provisions hereinafter set forth, the Company shall give the Customer not less than six months' notice in writing in advance of the withdrawal of such facilities from use for supply to the premises.

It is understood that this agreement for excess facilities may, with the approval of the Company, be assigned to a successor Customer at the above premises for the same purposes subject, however, to the same terms and conditions.

Where the facilities installed pursuant to this agreement include a separate service pipe, all service supplied therewith shall be separately metered from other requirements of the Customer, and shall be computed separately and billed in accordance with the applicable Service Classification.

(General Information - Continued on Leaf No. 215.0)

..DID: 6412
..TXT: PSC NO: 9 GAS LEAF: 215
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

6. Form of Application for Construction of Excess Distribution Facilities - Continued

This agreement and the supply of facilities and service hereunder are subject in all respects to the provisions of the Company's Schedule for Gas Service and to the rules, regulations, terms and conditions therein set forth, and to any amendments thereof which may be made hereafter, all of which are hereby referred to and made a part hereof. The supply of facilities, and the furnishing of service therewith, shall be subject in all respects to lawful orders, rules or regulations of the Public Service Commission or of any governmental body having jurisdiction, and the Company shall not be liable for any inconvenience or damage to the Customer from the discontinuance or change of such facilities or the service supplied therewith if such discontinuance or change be required by law or by lawful order, rule or regulation of any governmental body, or by any amendments duly made to the Company's Schedule for Gas Service.

Date_____ Full Name of Owner or Occupant_____

By_____

(Signature and Title of Authorized Representative or Agent)

_____

(Mailing Address)

Date: _____ Reviewed by: _____

Date: _____ Approved by:_____

(General Information - Continued on Leaf No. 216.0)

..DID: 6413
..TXT: PSC NO: 9 GAS LEAF: 216
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

7. Non-Residential Customer Payment Agreement

Account Number_____

Date
_____
_____
_____

This is an agreement
by_____
Customer/Company Name

of_____ to make payments to Con Edison for
Service Address

amounts owed. Con Edison agrees not to turn off your service for non-payment at the above address as long as you make payment as agreed and this form, signed by you, is recieved by us by _____.
10 Days From Date Above

The terms of the section IMPORTANT INFORMATION, as set forth on Leaf No. 219, are a part of this agreement.

HOW MUCH IS TO BE PAID

*** Balance Due.....** **$** _____

*** Deposit Amount.....** **$** _____

*** Total Amount of Agreement.....** **$** _____

(General Information - Continued on Leaf No. 217.0)

..DID: 6414
..TXT: PSC NO: 9 GAS LEAF: 217
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

7. Non-Residential Customer Payment Agreement - Continued

TERMS OF AGREEMENT

W = Weekly B = Biweekly M = Monthly _____

The amounts owed will be paid in the following way:

$_____ downpayment is due by _____

$_____ installments are due by _____
each

starting from _____ to _____.

The final installment of $_____ is due by _____.

In addition, current bills issued after _____ are due upon receipt.

LATE PAYMENT CHARGES

[] Account is **not** subject to Late Payment Charges.

[] Account is subject to Late Payment Charges. The anticipated cost of late payment charges during the term of this agreement is $_____. This amount may be greater or less than the anticipated cost if payments are made either early or late.

(General Information - Continued on Leaf No. 218.0)

..DID: 6416
..TXT: PSC NO: 9 GAS LEAF: 218
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

7. Non-Residential Customer Payment Agreement - Continued

ACCEPTANCE OF AGREEEMENT

I accept this agreement_____
Date_____

Customer's Signature

_____
_____
Name (Typed or Printed) Title

Company's Signature _____
Date_____

_____
_____
Name (Typed or Printed) Title

(General Information - Continued on Leaf No. 219.0)

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

7. Non-Residential Customer Payment Agreement - Continued

IMPORTANT INFORMATION

If Payments Are Not Made

If we do not receive the installment payments by the date you agree to make them along with payments of your regular bill by the "Due Date" date shown on the bill, we can cancel this agreement and require you to immediately pay the total amount owed on your account. However, the first time you fail to make a payment on time we will give you a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Thereafter, you may be sent a termination of service notice if payments are not made as agreed.

Sign and Return this Agreement

If we do not receive the signed copy of this agreement by the date specified, as shown on Leaf No. 218, the agreement will not take effect. In addition, we will require you to pay the total amount due on your account. Failure to pay the amount due may result in termination of your service.

Late Payment Charges

Con Edison is authorized by the New York State Public Service Commission to assess Late Payment Charges (LPCs) on non-residential accounts. The charge is 1½% a month (19.56% per year) and may be applied to all balances not paid by the "Due Date" date shown on the prior month's bill.

Request For Assistance

If you have additional questions, you may ask to speak with a Company supervisor who will be happy to review the situation with you. If you still have unresolved questions or if you disagree with the action being taken, you can request that the matter be referred to Con Edison's Executive Review Group. If you find our explanation unsatisfactory, you may write or telephone the Public Service Commission. The address is 1 Penn Plaza, New York, New York 10119.

(General Information - Continued on Leaf No. 220.0)

..DID: 6406
..TXT: PSC NO: 9 GAS LEAF: 220
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

8. Residential Customer Payment Agreement

The Residential Customer Payment Agreement form will consist of paragraph (A) or (B) or (C) below, as well as the other sections set forth on Leaves 220 through 223.

(For Use with the Standard Agreement)

(A) Important - A Turn Off Notice Is Still In Effect
Since you have not made payment or arranged for a payment agreement on account number _____, we have arranged a deferred payment agreement for you so that your service will not be disconnected.

(For Use with a Negotiated Agreement for Accounts with a Pending Disconnect Action)

(B) Important - A Turn Off Notice Is Still In Effect
Thank you for arranging a deferred payment agreement with us on account number _____. As long as you make payments on time for amounts owed your service will not be disconnected.

(For Use with a Negotiated Agreement for Accounts without a Pending Disconnect Action)

(C) Thank you for arranging a deferred payment agreement with us on account number _____.

Sign and Return This Agreement
Please review the terms on the attached agreement form and, if you agree, sign and return one copy, along with the required downpayment amount by _____. If you are unable to pay these terms, you should not sign this agreement. Instead, please call us or come to our business office. Since a turn-off notice is still in effect on your account, failure to meet the above guidelines or pay the total amount due may result in termination of service.

(General Information - Continued on Leaf No. 221.0)

..DID: 6407
..TXT: PSC NO: 9 GAS LEAF: 221
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

8. Residential Customer Payment Agreement - Continued

Important Payment Agreement Information

This agreement must be fair and based on your ability to pay. If you can show financial need, alternate terms will be arranged. Depending on your circumstances, a downpayment may not be required and installments may be as low as $10.00 per month. This agreement can be changed if your ability to pay changes for reasons you cannot control. If a change is needed, please call us or come to our business office.

If you receive public assistance or Supplemental Security Income (SSI), you may be eligible for help in paying your utility bills. If so, you may want to call or visit you local Social Services Office.

What Happens If Payments Are Not Made

If we do not receive the installment payments or your current bill payments, we can require you to pay the total amount owed on your account. Before service is turned off, a notice that allows 15 days to pay is mailed to the Customer.

Assistance

If you are unable to pay the terms of the agreement, or need help understanding or making this agreement, call us at _____.

If further help is needed you may call the New York State Public Service Commission, Monday through Friday between 8:30 A.M. and 4:30 P.M., at _____.

(General Information - Continued on Leaf No. 222.0)

..DID: 6438
..TXT: PSC NO: 9 GAS LEAF: 222
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

8. Residential Customer Payment Agreement - Continued

About This Agreement

This is an agreement offer by Con Edison to continue utility service to you, _____, as long as you make payments on time for amounts owed. We must receive this form, signed by you, with the applicable down- payment, by _____.

How Much Is To Be Paid

Account Balance..... $ _____

Deposit Amount ..... $ _____

Total Amount of Agreement..... $ _____

Terms of Agreement

The amounts owed will be paid in the following manner:

A Downpayment of $ _____is due by _____.

Installments of $ _____are due by the _____ **th** of each month.

A Final Payment of $ _____is due by _____.

In addition, current bills issued after _____ are due upon receipt.

(General Information - Continued on Leaf No. 223.0)

..DID: 6408
..TXT: PSC NO: 9 GAS LEAF: 223
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

GENERAL INFORMATION - Continued

XI. Application Forms - Continued

8. Residential Customer Payment Agreement - Continued

Level Billing Option

If your usage varies greatly from season to season and you would like to spread your energy payments evenly over a full year's period, check the box below. If you have any questions abou the Level Billing Plan, call
us at _____. YES! [] I would like Level Billing.

Acceptance of Agreement

I have read, understand, and accept this agreement.

Your Signature _____ Date_____
(Customer)

One copy of this agreement, signed by you, along with the downpayment, must be received by Con Edison by _____ to avoid having your service turned off.

Con Edison agrees that the signature of the Customer makes this agreement binding on Con Edison and the Customer.

..DID: 6409
..TXT: PSC NO: 9 GAS LEAF: 224
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

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SERVICE CLASSIFICATION NO. 1

RESIDENTIAL AND RELIGIOUS FIRM SALES SERVICE

Availability of Service (service is available under this Service Classification to Customers who meet the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and the other applicable provisions of this Rate Schedule)

All residential uses and purposes including auxiliary space heating, when the gas is supplied directly by the Company:

(1) to any single-family dwelling or building or to any individual flat or apartment in a multiple-family dwelling or building or portion thereof occupied as the home, residence or sleeping place of the Customer or an employee of the Customer;

(2) for the operation of building equipment for the common benefit of the occupants in a two or three-family dwelling or building when the piping is arranged for supply of service through a single meter of one of the flats or apartments, provided, however, that on or after October 24, 1991, or at the expiration of a lease or rental agreement for the flat or apartment entered into on or before October 24, 1991, whichever is later, service will be supplied under this Service Classification only when the piping is arranged for the supply of service through the meter of the owner's flat or apartment in the dwelling or building;

(3) for use in structures or equipment accessory to a one, two or three-family dwelling or building (for example, a private garage, guest or service house, outdoor lighting or equipment, and similar improvements), when the accessory structures are located on the same premises as such dwelling or building; or

(4) for use in furnished rooms rented by the Customer or table board supplied to occupants thereof, when such renting or board is incidental to the residential occupancy by the Customer of a dwelling, flat or apartment and the number of rooms rented or offered for rent does not exceed one half of the number of rooms in the dwelling, flat or apartment and the number of boarders, roomers or lodgers does not exceed four.

(Service Classification No.1 - Continued on Leaf No. 226)

SERVICE CLASSIFICATION NO. 1 - Continued

RESIDENTIAL AND RELIGIOUS FIRM SALES SERVICE

Availability of Service - Continued

All uses and purposes including auxiliary space heating, when supplied directly by the Company to any corporation or association organized and conducted in good faith for religious purposes where such gas service is utilized exclusively in connection with such religious purposes.

All uses and purposes including auxiliary space heating, when supplied directly to community residences that are supportive living facilities or supervised living facilities, as defined in subsections twenty-eight, twenty-eight-a, and twenty-eight-b of section 1.03 of the Mental Hygiene Law, operated by a not-for-profit corporation, not providing staff twenty-four hours per day (supportive living facility) or providing staff on a twenty-four hour per day basis but providing living accommodations for fourteen or fewer residents (supervised living facility).

All uses and purposes including auxiliary space heating, when supplied directly to any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization, where such service is utilized exclusively in connection with such veterans' organization. Eligible Customers that apply for the rate by June 2, 1999 will be rebilled at the rates set forth under this Service Classification for service supplied on or after June 2, 1998.

(Service Classification No.1 - Continued on Leaf No. 227)

SERVICE CLASSIFICATION NO. 1 - Continued

RESIDENTIAL AND RELIGIOUS FIRM SALES SERVICE

Service is Not Available Under this Service Classification

(1) Where any part of the residential dwelling or building, flat, apartment or sleeping space used by the Customer or an employee of the Customer is also used to conduct business or activity non-residential in character and such part is not metered separately and billed under another and appropriate Service Classification, provided, however, that incidental nonresidential activities conducted by occupants of the residence that meet all the following conditions shall not preclude service from being supplied under this Service Classification:

(a) the non-residential activity does not change the character or outward appearance of the residence;
(b) the non-residential activity is performed solely by occupants of the residence; and
(c) the non-residential activities do not require use of more than 25 percent of the floor space of the residence and, in a multi-room residence, no more than one room is reserved for the non-residential activities.

(2) Where any part of the premises used for religious purposes is used regularly for business purposes and such part is not metered separately and billed under another and appropriate Service Classification.

(3) For multiple-family dwellings or buildings (such as residential hotels and furnished apartments), except as set forth above, where the business of renting rooms, either with or without meals or service, is carried on, except where the gas service is rendered by the Company directly to the resident-tenant.

(4) For multiple-family dwelling or building central refrigeration, or water heating, except as set forth above.

(5) Directly to any individual flat or apartment in a new or completely renovated multiple-family dwelling, where there is no existing gas service to the building and gas will be used by tenants for cooking and/or water heating use only.

(6) Where the Company's supply of gas, under this Service Classification, in or to any buildings or premises or to the owner, or to any tenant or occupant thereof, is or will be furnished otherwise than directly to such owner, tenant or occupant as a Customer of the Company, through the Company's individual meters, upon the individual application of such owner, tenant or occupant to the Company: and the Company's service will be supplied under this Service Classification only on condition that the gas service furnished to such buildings or premises or to the owner, or to any tenant or occupant thereof, is for the Customer's or its own use and will not be remetered (or submetered), resold, assigned or, except as provided under "Availability of Service", otherwise disposed of to another or others.

(Service Classification No.1 - Continued on Leaf No. 228)

SERVICE CLASSIFICATION NO. 1 – Continued

RESIDENTIAL AND RELIGIOUS FIRM SALES SERVICE

Availability of Service – Continued

General

Base Rate (per month)

Applicability:

To all Customers served under this Service Classification:

For the first	3	therms (or less)	$ 33.23
For excess over	3	therms	$ 1.8732 per therm

Minimum Charge (per month):

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, and the Revenue Decoupling Mechanism Adjustment:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, and the Revenue Decoupling Mechanism Adjustment as explained in General Information Section IX.

Discounts:

The Discounts shall apply to customers enrolled in the Low Income Program under Rider E or Enhanced Energy Affordability Program under Rider F.

(Service Classification No. 1 - Continued on Leaf No. 229)

SERVICE CLASSIFICATION NO. 1 - Continued

RESIDENTIAL AND RELIGIOUS FIRM SALES SERVICE

Rate - Continued

Gas Cost Factor and Monthly Rate Adjustment

A firm sales Customer taking service under this rate is also subject to the Gas Cost Factor applicable to this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII.

Increase in Rates and Charges - The rates and charges under this Service Classification shall be increased by the applicable percentage shown on the "Statement of Percentage Increase in Rates and Charges" (for an explanation, see General Rule VIII "Increase in Rates Applicable in Municipality Where Service is Supplied)".

General Provisions

(A) Additional provisions relating specifically to the service supplied under this Service Classification are set forth in the section "General Information Applicable to Firm Sales Service" starting on Leaf No. 250.

(B) For general rules, regulations, terms, and conditions under which gas service will be supplied, see General Information sections I through XI, inclusive.

(Service Classification No. 1 - Continued on Leaf No. 230)

SERVICE CLASSIFICATION NO. 2

GENERAL FIRM SALES SERVICE

Availability of Service

Any use of gas by any Customer except where the Customer is eligible for service under Service Classifications Nos. 1, 3, or 14 subject to the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and the other applicable provisions of this Rate Schedule, provided however, that religious organizations, community residences that are supportive living facilities or supervised living facilities, and veterans' posts or halls eligible for service under SC 1 or 3 may elect to take service under this Service Classification.

Applicability

Beginning in May 2018 and each May thereafter, customers taking service under this Service Classification will be subject to annual reviews to determine eligibility under Rate I or Rate II. Each customer will be assigned a ratio representing the relationship between their average daily use for the months of January through March and their average daily use for the months of July through September. Any Rate I customer whose ratio exceeds 2.2 at the time of the annual review will be transferred to Rate II effective with their next bill. Any Rate II customer whose ratio falls below 1.8 will be transferred to Rate I effective with their next bill.

Effective with bills having a "from" date on or after February 1, 2017, the ratio methodology described above will be used to determine a customer's eligibility for Rate I or Rate II. This initial determination will be based on each customer's ratio calculated based on usage for the periods July through September 2014 and January through March 2015.

For the purposes of the ratio calculation described above, the last day of usage in a customer's billing period that occurs in the months of January through March and July through September will determine the month to which that usage is assigned.

Exceptions to this ratio calculation can be found in General Provision (D) of this Service Classification.

Rate I (per month)
Base Rate

For the first	3	therms (or less)	$ 48.00
For the next	87	therms	$ 1.0317 per therm
For the next	2,910	therms	$ 0.6522 per therm
For excess over	3,000	therms	$ 0.5266 per therm

Rate II (per month)
Base Rate

For the first	3	therms (or less)	$ 48.00
For the next	87	therms	$ 1.2263 per therm
For the next	2,910	therms	$ 1.0132 per therm
For excess over	3,000	therms	$ 0.8067 per therm

(Service Classification No. 2 - Continued on Leaf No. 231)

SERVICE CLASSIFICATION NO. 2 - Continued

GENERAL FIRM SALES SERVICE

General Firm Sales Service- Continued

Rate Provisions Applicable to Rate I and II

Minimum Charge (per month)

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas, except for Customers with dual-fuel facilities that are subject to the minimum charge set forth below.

Minimum Charge Applicable to Large Dual-Fuel Customers (per month)

1. Minimum Charge

A dual-fuel Customer commencing service hereunder whose estimated Annual Allocation is equal to or exceeds 100,000 therms will be subject to a monthly minimum charge. In addition, a monthly minimum charge will be applied to a Customer that converts from gas only burning equipment to dual-fuel capable equipment after commencing service hereunder and whose estimated Annual Allocation or actual annual use, whichever is greater, is equal to or exceeds 100,000 therms, beginning with the second billing month following determination by the Company.

The monthly minimum charge will be determined by applying the rates under Rate I or Rate II (and/or air-conditioning rates, as applicable) for this Service Classification, whichever is applicable, to two-thirds of 100,000 therms divided by 365 days multiplied by the number of days (approximately 30) in the billing period.

The Customer's Annual Allocation is the Customer's estimated annual gas requirements on record with the Company.

(Service Classification No. 2 - Continued on Leaf No. 232)

SERVICE CLASSIFICATION NO. 2 - Continued

GENERAL FIRM SALES SERVICE

Rate Provisions Applicable to Rate I and Rate II - Continued

Minimum Charge Applicable to Large Dual-Fuel Customers - Continued

2. Reconciliation of Minimum Charge

If a dual-fuel Customer has taken less than the minimum usage for which the Customer was charged in any month or months (shortfall months), there shall be an annual reconciliation between the minimum usage for which the Customer was responsible throughout the previous 12-month period and the actual quantity of service taken by the Customer under this Service Classification during that period. The reconciliation shall take place at twelve month intervals following the date the Customer is first subject to this minimum charge. If the Customer's actual consumption during the 12-month period as a whole was equal to or greater than two-thirds of 100,000 therms the Company will refund all minimum charges paid in the shortfall months in excess of the amounts applicable to the actual quantity of service taken in those months. If the Customer's actual use during the 12-month period was less than two-thirds of 100,000 therms, but the Customer paid more than the minimum charge, the Company will refund any amounts paid in excess of the Customer's minimum charge for the year. However, in no event shall the customer be charged less than the amount based on their actual consumption during the 12-month period.

(Service Classification No. 2 - Continued on Leaf No. 233)

SERVICE CLASSIFICATION NO. 2 - Continued

GENERAL FIRM SALES SERVICE

Rate Provisions Applicable to Rate I and Rate II - Continued

Minimum Charge Applicable to Large Dual-Fuel Customers - Continued

3. Respecification of Annual Allocation

A dual-fuel Customer will be responsible for notifying the Company of a change in its gas-burning equipment capability that could result in an increase in its Annual Allocation or annual usage to 100,000 therms or above. If the Customer's Annual Allocation is increased to 100,000 therms or above, the Customer will be subject to the monthly minimum charge beginning with the Customer's first bill for service taken entirely after the following January 31st. Absent such notification, if a Customer's actual annual use is equal to or greater than 100,000 therms in any 12-month period ending December 31st, the Customer will have its Annual Allocation increased to the level of the Customer's actual consumption for that period and will be subject to the monthly minimum charge beginning with the Customer's first bill for service taken entirely after the following January 31st.

A dual-fuel Customer may reduce its Annual Allocation by demonstrating to the Company that the reduced allocation is realistic in terms of the Customer's gas-burning capability. If the Customer's Annual Allocation is reduced below 100,000 therms, the Customer will not be subject to the monthly minimum charge. If a Customer lowers its Annual Allocation to below 100,000 therms and subsequently consumes 100,000 therms or more in any annual period ending on December 31st, the Customer's Annual Allocation will be increased to the amount of the Customer's actual consumption during that period and, beginning with the Customer's first bill for service taken entirely after the following January 31st, the Customer will be subject to the monthly minimum charge for at least one year.

Any Customer increasing or decreasing its Annual Allocation must permit Company representatives access to the Customer's facilities without notice for verification of the Customer's dual-fuel capability.

(Service Classification No.2 - Continued on Leaf No. 234)

SERVICE CLASSIFICATION NO. 2 - Continued

GENERAL FIRM SALES SERVICE

Rate Provisions Applicable to Rate I and Rate II - Continued

Air Conditioning Rate

Customers who use gas for the operation of gas air-conditioning equipment which is permanently installed will be billed for gas used during the period June 14th to October 14th as follows (per meter per month):

(1) The total quantity of gas supplied, less the quantity of gas billed at the air-conditioning rate set forth below, will be billed at the rates under Rate I or Rate II, whichever is applicable;

(2) The quantity of gas (if any) exceeding 12 therms, and up to a maximum of 62 therms per ton of rated capacity of the Customer's air-conditioning equipment, will be billed at the rate set forth below.

For the first	1,200 therms	$ 0.6113 per therm
For excess over	1,200 therms	$ 0.5228 per therm

When a bill includes periods during both the Air-Conditioning Billing Period (June 14th to October 14th) and the Standard Billing Period (balance of the year), the rates and charges applicable will be prorated based on the number of days in the Air-Conditioning Billing Period and the number of days in the Standard Billing Period related to the total number of days in the billing period.

(Service Classification No.2 - Continued on Leaf No. 235)

SERVICE CLASSIFICATION NO. 2 - Continued
GENERAL FIRM SALES SERVICE

Rate Provisions Applicable to Rate I and Rate II – Continued

Increase in Rates and Charges

The rates and charges under this Service Classification shall be increased by the applicable percentage shown on the "Statement of Percentage Increase in Rates and Charges" (for an explanation, see General Rule VIII "Increase in Rates Applicable in Municipality Where Service is Supplied").

Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, Arrears Management Program Recovery Surcharge, Revenue Decoupling Mechanism Adjustment, and Weather Normalization Adjustment

A Firm Sales Customer taking service under this Service Classification is also subject to the Merchant Function Charge, the Billing and Payment Processing Charge, the System Benefits Charge, Arrears Management Program Recovery Surcharge, Revenue Decoupling Mechanism Adjustment, and for Rate II Customers only, the Weather Normalization Adjustment as explained in General Information Section IX.

Gas Cost Factor and Monthly Rate Adjustment

A firm sales Customer taking service under this Service Classification is also subject to the Gas Cost Factor applicable to this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII.

General Provisions

(A) Additional provisions relating specifically to the service supplied under this Service Classification are set forth in the section “General Information Applicable to Firm Sales Service” starting on Leaf No. 250.

(B) For general rules, regulations, terms, and conditions under which gas service will be supplied, see General Information sections I through XI, inclusive.

(C) Gas will not be supplied for submetering to any owner, tenant, or occupant of the building or premises unless the Customer has applied for and received a waiver from the New York Public Service Commission permitting the Customer to submeter gas to the non-residential tenants or occupants of that building or premises.

(D) The ratio calculation described in Applicability above is subject to the following exceptions:

(1) Customers taking service under Rider H – Distributed Generation Rate will not be subject to the annual review. All Rider H customers will pay the various surcharges and adjustments described in Rider H, applicable to Rate I of this Service Classification.

(2) New Customers commencing service under this Service Classification will initially be placed on Rate I or Rate II based on their load letter and application for service (for new service requests) or based on the previous tenant’s rate (for previously occupied premises). Any such new Customer will remain on this rate until a subsequent annual review.

(Service Classification No.2 - Continued on Leaf No. 235.1)

SERVICE CLASSIFICATION NO. 2 - Continued

GENERAL FIRM SALES SERVICE

General Provisions ─ Continued

(D) – Continued

(3) Customers with limited or incomplete billing history, such as new Customers (as described above), will remain at their initial rate until a subsequent annual review.

(4) Customers with bills or re-bills spanning several months will be excluded from the annual review, and remain on their existing rate, if the average number of monthly billing days (*i.e.*, total billing days associated with billed usage in the season divided by 3) in either season is greater than 45.

(5) Oil-to-gas conversion customers with gas meter turn-on dates later than the October 1 immediately preceding the annual review will be excluded and remain at their initial rate until a subsequent annual review.

(Service Classification No.2 - Continued on Leaf No. 236)

PSC NO: 9 GAS LEAF: 236
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 3
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 1
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION NO. 3

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Availability of Service (service is available under this Service Classification to Customers who meet the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and the other applicable provisions of the Rate Schedule)

All residential uses and purposes where gas is used for space heating, when the gas is supplied directly by the Company:

(1) to any single-family dwelling or building or to any individual flat or apartment in a multiple-family dwelling or building or portion thereof occupied as the home, residence or sleeping place of the Customer or an employee of the Customer;

(2) to any multiple dwelling used predominately for residential occupancy where the gas is used for space heating requirements of the building, inclusive of any portions thereof which are designed for or used as a store, business office, or any other commercial or industrial activity provided that the cubical content of such non-residential space does not exceed 25 per cent of the cubical content of the building. Where gas is used for such space heating requirements, it is also available for central water heating, incineration and the operation of similar building equipment by the landlord for the common benefit of the residential and non-residential occupants of the building and for redistribution to residential tenants or occupants for cooking. Where gas is used for both the space heating requirements of the building and is redistributed for non-heating uses and purposes within individual flats or apartments in a multiple-family dwelling, the account must be established in the name of the owner.

(Service Classification No.3 - Continued on Leaf No. 237)

PSC NO: 9 GAS LEAF: 237
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 2
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION NO. 3

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Availability of Service - Continued
All residential uses and purposes where gas is used for space heating, when the gas is supplied directly by the Company: (Continued)

(3) for the operation of building equipment for the common benefit of the occupants in a two or three-family dwelling or building or for redistribution to residential tenants or occupants for cooking when the piping is arranged for supply of service through a single meter of one of the flats or apartments, provided, however, that on or after October 24, 1991, or at the expiration of a lease or rental agreement for the flat or apartment entered into on or before October 24, 1991, whichever is later, service will be supplied under this Service Classification only when the piping is arranged for the supply of service through the meter of the owner's flat or apartment in the dwelling or building. Where gas is used for both space heating requirements in a two or three-family dwelling and is redistributed for non-heating uses and purposes within individual flats or apartments in a two or three-family dwelling, the account must be established in the name of the owner.

(4) for use in structures or equipment accessory to a one, two or three-family dwelling or building (for example, a private garage, guest or service house, outdoor lighting or equipment, and similar improvements), when the accessory structures are located on the same premises as such dwelling or building;

(5) for use in furnished rooms rented by the Customer or table board supplied to occupants thereof, when such renting or board is incidental to the residential occupancy by the Customer of a dwelling, flat or apartment and the number of rooms rented or offered for rent does not exceed one half of the number of rooms in the dwelling, flat or apartment and the number of boarders, roomers or lodgers does not exceed four.

(Service Classification No. 3 - Continued on Leaf No. 238)

SERVICE CLASSIFICATION NO. 3 – Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Availability of Service - Continued

All uses and purposes where the gas is used for space heating, when supplied directly by the Company to any corporation or association organized and conducted in good faith for religious purposes where such gas service is utilized exclusively in connection with such religious purposes, except that, where gas is used for the entire space heating requirements of the premises occupied by such corporation or association, the inclusion of activities of a non-religious nature will be permitted provided that the cubical content of space devoted to such non-religious purposes does not exceed 25 percent of the cubical content of the building. Where gas is used for such space heating requirements, it is also available for central water heating, incineration and the operation of similar building equipment by the landlord for the common benefit of the religious and non-religious activities of the building and for redistribution for cooking for the benefit of the religious and non-religious activities of the building.

All uses and purposes where the gas is used for space heating, when supplied directly to community residences that are supportive living facilities or supervised living facilities, as defined in subsections twenty-eight, twenty-eight-a, and twenty-eight-b of section 1.03 of the Mental Hygiene Law, operated by a not-for-profit corporation, not providing staff twenty-four hours per day (supportive living facility) or providing staff on a twenty-four hour per day basis but providing living accommodations for fourteen or fewer residents (supervised living facility).

All uses and purposes where gas is used for space heating, when supplied directly to any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization where such service is utilized exclusively in connection with such veteran's organizations. Eligible Customers that apply for the rate by June 2, 1999 will be rebilled at the rates set forth under this Service Classification for service supplied on or after June 2, 1998.

(Service Classification No. 3 - Continued on Leaf No. 239)

PSC NO: 9 GAS LEAF: 239
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION NO. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Availability of Service - Continued

Service is Not Available Under this Service Classification

(1) Where any part of the residential dwelling or building, flat, apartment or sleeping space used by the Customer or an employee of the Customer is also used to conduct business or any activity non-residential in character and it is not metered separately and billed under another and appropriate Service Classification, provided, however, that any incidental nonresidential activities conducted by occupants of the residence that meet all the following conditions shall not preclude service from being supplied under this Service Classification:

(a) the non-residential activity does not change the character or outward appearance of the residence;
(b) the non-residential activity is performed solely by occupants of the residence; and
(c) the non-residential activities do not require use of more than 25 percent of the floor space of the residence and, in a multi-room residence, no more than one room is reserved for the non-residential activities.

(2) Where any part of the premises used for religious purposes is used regularly for business purposes and it is not metered separately and billed under another and appropriate Service Classification.

(3) For multiple-family dwellings or buildings (such as residential hotels and furnished apartments), except as set forth above, where the business of renting rooms, either with or without meals or service, is carried on, except where the gas service is rendered by the Company directly to the resident-tenant.

(4) For multiple-family dwelling or building central refrigeration, or water heating, except as set forth above.

(5) Where the Company's supply of gas, under this Service Classification, in or to any buildings or premises or to the owner, or to any tenant or occupant thereof, is or will be furnished otherwise than directly to such owner, tenant or occupant as a Customer of the Company, through the Company's individual meters, upon the individual application of such owner, tenant or occupant to the Company: and the Company's service will be supplied under this Service Classification only on condition that the gas service furnished to such buildings or premises or to the owner, or to any tenant or occupant thereof, is for the Customer's or its own use and will not be remetered (or submetered), resold, assigned or, except as provided under "Availability of Service", otherwise disposed of to another or others.

(Service Classification No. 3 - Continued on Leaf No. 240)

SERVICE CLASSIFICATION NO. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Heating

Base Rate (per month)

Applicability:

Commencing with bills having a "from" date on or after February 1, 2026:

Rate I – Customers with 1-4 dwelling units

For the first	3	therms (or less)	$ 34.00
For the next	87	therms	$ 1.6383 per therm
For excess over	90	therms	$ 1.3831 per therm

Rate II – Customers with more than 4 dwelling units

For the first	3	therms (or less)	$ 51.00
For the next	87	therms	$ 1.5274 per therm
For the next	2,910	therms	$ 1.2721 per therm
For excess over	3,000	therms	$ 1.0855 per therm

Charges applicable to bills with a portion of the billing period in January 2026 and a "to" date on or after February 1, 2026:

To all Customers served under this Service Classification:

For the first	3	therms (or less)	$ 32.00
For the next	87	therms	$ 1.5910 per therm
For the next	2,910	therms	$ 1.2932 per therm
For excess over	3,000	therms	$ 1.0755 per therm

Minimum Charge (per month)
The Monthy Minimum Charge shall be the charge for the first 3 therms of gas, except for Customers with dual-fuel facilities that are subject to the minimum charge set forth below.

Minimum Charge Applicable to Large Dual-Fuel Customers

(1) Minimum Charge:
A dual-fuel Customer commencing service hereunder whose estimated Annual Allocation is equal to or exceeds 100,000 therms will be subject to a monthly minimum charge. In addition, a monthly minimum charge will be applied to a Customer that converts from gas only burning equipment to dual-fuel capable equipment after commencing service hereunder and whose estimated Annual Allocation or actual annual use, whichever is greater, is equal to or exceeds 100,000 therms per year, beginning with the second billing month following such determination by the Company.

(Service Classification No. 3 - Continued on Leaf No. 241)

SERVICE CLASSIFICATION No. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Minimum Charge Applicable to Large Dual-Fuel Customers – Continued

(1) Minimum Charge – Continued

The Customer's Annual Allocation is the Customer's estimated annual gas requirements on record with the Company.

The monthly minimum charge shall be determined by applying the delivery rates (and/or air-conditioning rates, as applicable) for this Service Classification, whichever is applicable, to two-thirds of 100,000 therms divided by 365 days multiplied by the number of days (approximately 30) in the billing period.

(2) Reconciliation of Minimum Charge:

If a dual-fuel Customer has taken less than the minimum usage for which the Customer was charged in any month or months (shortfall months), there shall be an annual reconciliation between the minimum usage for which the Customer was responsible throughout the previous 12-month period and the actual quantity of service taken by the Customer under this Service Classification during that period. The reconciliation shall take place at twelve-month intervals following the date the Customer is first subject to this minimum charge. If the Customer’s actual consumption during the 12-month period was equal to or greater than two-thirds of 100,000 therms, the Company will refund all minimum charges paid in the shortfall months in excess of the amounts applicable to the actual quantity of service taken in those months. If the Customer’s actual use during the 12-month period was less than two-thirds of 100,000 therms, but the Customer paid more than the minimum charge, the Company will refund any amounts paid in excess of the Customer’s minimum charge for the year. However, in no event shall the customer be charged less than the amount based on their actual consumption during the 12-month period.

(Service Classification No. 3 - Continued on Leaf No. 242)

SERVICE CLASSIFICATION No. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Rate - Continued

Minimum Charge Applicable to Large Dual-Fuel Customers - Continued

(3) Respecification of Annual Allocation:

A dual-fuel Customer will be responsible for notifying the Company of a change in its gas burning equipment capability that could result in an increase in its Annual Allocation or annual usage to 100,000 therms or above. If the Customer's Annual Allocation is increased to 100,000 therms or above, the Customer will be subject to a monthly minimum charge beginning with the Customer's first bill for service taken entirely after the following January 31st. Absent such notification, if a Customer's actual annual use is equal to or greater than 100,000 therms in any 12-month period ending December 31st, the Customer will have its Annual Allocation increased to the level of the Customer's actual consumption for that period and will be subject to the monthly minimum charge beginning with the Customer's first bill for service taken entirely after the following January 31st.

A dual-fuel Customer may reduce its Annual Allocation by demonstrating to the Company that the reduced allocation is realistic in terms of the Customer's gas-burning capability. If the Customer's Annual Allocation is reduced below 100,000 therms, the Customer will not be subject to the monthly minimum charge. If a Customer lowers its Annual Allocation to below 100,000 therms and subsequently consumes 100,000 therms or more in any annual period ending on December 31st, the Customer's Annual Allocation will be increased to the amount of the Customer's actual consumption during that period and, beginning with the Customer's first bill for service taken entirely after the following January 31st, the Customer will be subject to the monthly minimum charge for at least one year.

Any Customer increasing or decreasing its Annual Allocation must permit Company representatives access to the Customer's facilities without notice for verification of the Customer's dual-fuel capability.

(Service Classification No. 3 - Continued on Leaf No. 243)

SERVICE CLASSIFICATION No. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

Air-Conditioning Rate

Customers who use gas for the operation of gas air-conditioning equipment which is permanently installed will be billed for gas used during the period June 14th to October 14th as follows (per meter per month):

(1) The total quantity of gas supplied, less the quantity of gas billed at the air-conditioning rate set forth below, will be billed at the rates under this service classification.

(2) The quantity of gas (if any) exceeding 12 therms, and up to a maximum of 62 therms per ton of rated capacity of the Customer's air-conditioning equipment, will be billed at the rate set forth below.

For the first	1,200 therms	$ 0.6133 per therm
For excess over	1,200 therms	$ 0.5228 per therm

When a bill includes periods during both the Air-Conditioning Billing Period (June 14th to October 14th) and the Standard Billing Period (balance of the year), the rates and charges applicable will be prorated based on the number of days in the Air-Conditioning Billing Period and the number of days in the Standard Billing Period related to the total number of days in the billing period.

Increase in Rates and Charges:

The rates and charges under this Service Classification shall be increased by the applicable percentage shown on the "Statement of Percentage Increase in Rates and Charges" (for an explanation, see General Rule VIII "Increase in Rates Applicable in Municipality Where Service is Supplied").

Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, Revenue Decoupling Mechanism Adjustment, and Weather Normalization Adjustment:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, Billing and Payment Processing Charge, the System Benefits Charge, Revenue Decoupling Mechanism Adjustment, and the Weather Normalization Adjustment as explained in General Information Section IX.

Gas Cost Factor and Monthly Rate Adjustment:

A firm sales Customer taking service under this rate is also subject to the Gas Cost Factor applicable to this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII.

Discounts

The Discounts shall apply to customers enrolled in the Low Income Program under Rider E or Enhanced Energy Affordability Program under Rider F.

(Service Classification No. 3 - Continued on Leaf No. 244)

SERVICE CLASSIFICATION NO. 3 - Continued

RESIDENTIAL AND RELIGIOUS - HEATING FIRM SALES SERVICE

General Provisions

(A) Additional provisions relating specifically to the service supplied under this Service Classification are set forth in the section "General Information Applicable to Firm Sales Service" starting on Leaf No. 250.

(B) For general rules, regulations, terms, and conditions under which gas service will be supplied, see General Information sections I through XI, inclusive.

(Service Classification No. 3 - Continued on Leaf No. 245)

..DID: 6242
..TXT: PSC NO: 9 GAS LEAF: 245
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASIFICATION NO. 4

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 246.0)

..DID: 6243
..TXT: PSC NO: 9 GAS LEAF: 246
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASIFICATION NO. 5

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 247.0)

..DID: 6244
..TXT: PSC NO: 9 GAS LEAF: 247
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASIFICATION NO. 6

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 248.0)

..DID: 6394
..TXT: PSC NO: 9 GAS LEAF: 248
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASIFICATION NO. 7

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 249.0)

..DID: 6396
..TXT: PSC NO: 9 GAS LEAF: 249
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASIFICATION NO. 8

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 250.0)

General Information Applicable to Firm Sales Services

The following provisions apply to firm sales service provided under Service Classification Nos. 1, 2, 3, and 13, unless otherwise expressly provided.

(A) Character of Service:

Firm year-round sales service for Service Classifications Nos. 1, 2, and 3 and firm sales service during the period April 1 through October 31, inclusive, for Service Classification No. 13; natural gas (or in the case of emergency or for economy of operation, manufactured gas, or a mixture of natural gas and manufactured gas) of a Btu content per cu ft of not less than 1,000 Btu on monthly average, supplied at pressures within the limits prescribed in the Public Service Commission's Order of June 25, 1957, in Case No. 15686.

(B) Term of Service:

30 days from the date of installation of service, subject to the provisions of paragraph (L); terminable thereafter by the Customer upon 5 days' prior notice, and by the Company in accordance with law or the provisions of this Rate Schedule.

(C) Terms of Payment:

Net cash on presentation of bill, subject to a late payment charge in accordance with General Rule III 8 (L) "Payment of Bills and Charge for Late Payment".

(D) Submetering:

A Customer shall not submeter, resell or otherwise dispose of any gas supplied to the Customer under any Service Classification; except that a Customer of the Company may redistribute (provided no specific charge is made therefor) or submeter (provided gas charges do not exceed those charged by the Company for similar service) such gas to the Customer's tenants in the premises supplied when the Customer is supplied under a Service Classification which does not prohibit such redistribution or submetering and except that a Customer of the Company may submeter such gas to the Customer's non-residential tenants or occupants in the premises supplied upon a waiver of the prohibition of submetering granted by the Public Service Commission in accordance with the Order in Case 96-G-0454, issued September 19, 1997.

(General Information Applicable to Firm Sales Services - Continued on Leaf No. 251.0)

General Information Applicable to Firm Sales Services - Continued

(E) Riders:

The following riders may be applied to service supplied under the service classifications described below or in the body of the applicable riders:

Rider A - "Continuance of Agreement for Service by Receiver, Trustee, or Like Officer of Court" - Service Classification Nos. 1, 2, 3, 9, 12, 13, and 14 (for an explanation of Rider A, see Leaf No. 119).

Rider B - "Conjunctional Billing" - Service Classification Nos. 2 and 3, to religious institutions under Service Classification No. 1, and to veterans' organizations which were receiving service under this Rider when transferred to Service Classification No. 1 (for an explanation of Rider B, see Leaf No. 121).

Rider C - "Intercommunicating Buildings" - Service Classification Nos. 2 and 3 and religious institutions under Service Classification No. 1, and to veterans' organizations which were receiving service under this Rider when transferred to Service Classification No 1 (for an explanation of Rider C, see Leaf No. 123).

Rider D - “Excelsior Jobs Program” – Service Classification Nos. 2 and 9 (for an explanation of Rider D, see Leaf No. 125).

Rider E - “Low Income Program” – Service Classification Nos. 1, 3 and 9 (see General Information Section VI).

Rider F - “Enhanced Energy Affordability Program” – Service Classification Nos. 1, 3 and 9 (for an explanation of Rider F, see Leaf No. 132)

Rider G - RESERVED FOR FUTURE USE

Rider H - “Distributed Generation Rate” (for an explanation of Rider H, see Leaf No. 154.1).

Rider I - RESERVED FOR FUTURE USE

Rider J - “Residential Distributed Generation Rate”(for explanation of Rider J, see Leaf No. 154.20)

(F) Application Forms:

For form of application for residential and religious and non-residential Customers applying for service under Service Classification Nos. 1, 2 and 3, see Leaf Nos. 185-190.

(General Information Applicable to Firm Sales Services - Continued on Leaf No. 252)

General Information Applicable to Firm Sales Services - Continued

(G) Rate Changes - Proration of Rates and Charges:

Proration of rates and charges will be implemented in accordance with General Information provisions under Section III. 8. (E).

(H) Curtailment of Gas Service:

The supply of gas service to the Company's Customers is subject to curtailment in accordance with General Rule III 14 "Gas Service Curtailments" and the Company's Sales and Transportation Operating Procedures.

(I) Heating Value Adjustment:

Volumes of gas registered at the Customer's meter in Ccf will be converted to therms as explained in General Rule III 8 (S).

(J) Reserved for Future Use

(K) Switching Between Sales Service and Transportation Service:

Firm sales service Customers are eligible for transportation service under Service Classification No. 9 "Transportation Service" of this Rate Schedule after taking firm sales service for a minimum of one year. A Customer who commences service under SC 1, 2 or 3 may convert to Firm Transportation Service within sixty days of commencement of service. As defined in Service Classification No. 9 of this Rate Schedule, voluntary switches of customers from transportation to firm sales service will require a Customer to remain on firm sales service for a minimum of one year.

(General Information Applicable to Firm Sales Services - Continued on Leaf No. 253)

General Information Applicable to Firm Sales Services - Continued

(K) Switching Between Sales Service and Transportation Service - Continued

Upon expiration of the term under Service Classification No. 9 under a firm transportation agreement that is not renewed or extended, a Customer may apply, as a new Customer, for firm sales service under any service classification offered by the Company for which the Customer may be eligible at the time of such application. Absent the Company's acceptance of an application for such new service, the Customer shall have no right to be supplied with gas by the Company, and the Company shall have the right to lock, disconnect, and or remove any of its facilities through which the Customer could receive service.

(L) Switching Between Interruptible Service and Firm Service

If an Interruptible or Off-Peak Firm Customer voluntarily applies for and is accepted for Firm Sales or Firm Transportation Service, that Customer may reapply for interruptible or off-peak firm service not less than 90 days prior to the proposed commencement date, except that the Customer may not request a commencement date that falls within the period from November 1 through March 31. However, any customer re-applying for service, on or after July 1, 2014, may only re-apply as a Notification Customer, as defined under Service Classification No. 9, Character of Service (B) and Service Classification No. 12, Character of Service (A).

(M) Company's Sales and Transportation Operating Procedures:

All Customers taking firm sales service shall be subject to the applicable requirements set forth in the Company's Sales and Transportation Operating Procedures ("Operating Procedures"), as the same be amended, modified, or superseded from time to time. Changes to the Operating Procedures shall become effective thirty days' after providing notice of changes to the Staff of the Public Service Commission ("Commission Staff") and all Marketers and Direct Customers. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than thirty days' notice. In the event of a conflict between the Operating Procedures and the Rate Schedule, the Rate Schedule shall govern.

A copy of the Operating Procedures is available at all Customer service centers and on the Company's Internet site. The Company shall provide a copy of the Operating Procedures to a Customer upon request.

(General Information Applicable to Firm Sales Services - Continued on Leaf No. 254)

Effective date postponed to 12/01/2019. See Supplement No. 90.

SERVICE CLASSIFICATION NO. 9

TRANSPORTATION SERVICE (TS)

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Small Customer Aggregation

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(Service Classification No. 9 - Continued on Leaf No. 255.0)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE (TS) - Continued

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(Service Classification No. 9 - Continued on Leaf No. 256)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE (TS) - Continued

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(Service Classification No. 9 - Continued on Leaf No. 257.0)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE (TS) - Continued

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(Service Classification No. 9 - Continued on Leaf No. 258)

SERVICE CLASSIFICATION NO. 9 - Continued

Transportation Service - Continued

Availability of Service

Service shall be provided in accordance with the terms of this Service Classification for any use of gas by a Customer or Direct Customer who:

(1) has annual requirements of at least 35,000 therms or has annual requirements less than 35,000 therms but is part of a Small Customer Aggregation Group whose aggregate annual requirements are at least 50,000 therms.

(2) purchases gas from the Company or a supplier other than the Company, for delivery for the Customer's account at a Receipt Point, and

(3) meets the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and other applicable provisions of this Rate Schedule.

Definitions

For the purposes of this Service Classification, the following terms have the meanings stated below:

(1) **Annual Period** is the 12 months beginning with the month in which the Customer first receives service under this Service Classification and each succeeding 12 month period.

(2) **Annual Transportation Quantity** means the annual quantity of gas, including an amount to be retained as an allowance for losses, for which transportation service is requested in the Customer's service application. The line loss adjustment factor is set forth on the monthly Statement of Rate for Service Classification No. 9.

(3) **Capacity Release Seller** means a Seller that receives Capacity Release Service.

(4) **Capacity Release Service** means the release of a Company entitlement to interstate pipeline transportation capacity to a Capacity Release Seller.

(Service Classification No. 9 - Continued on Leaf No. 259)

SERVICE CLASSIFICATION NO. 9 - Continued

Transportation Service - Continued

Definitions - Continued

(5) **Citygate** means a point of interconnection between the facilities of (i) an interstate pipeline or Local RNG Production, and (ii) the local facilities through which the Company receives deliveries from that pipeline or Local RNG Production.

(5a) **Contract Interruptible or Off-Peak Firm Industrial Customer** means an Interruptible or Off-Peak Firm Customer taking service under a negotiated contract whose actual or estimated annual gas usage exceeds 3,000,000 therms and who demonstrates that 75% or more of its annual gas usage is used directly for manufacturing; Manufacturing for purposes of this Service Classification is a Customer whose facilities would be classified as Manufacturing (Division D) by the Standard Industrial Manual (1987 ed. as supplemented). Gas usage in manufacturing-related space includes usage in areas used for manufacturing, product design space, raw material storage, finished product storage, product packaging and shipping, mechanical equipment rooms, back-up machine and equipment storage. Gas usage in all other areas, including cafeteria, sales and accounting offices, common halls and lavatories does not qualify as manufacturing-related usage.

(6) **Converting Customer** means a Service Classification ("SC") 1, SC 2 Rate I, SC 2 Rate II, SC 3 Rate I, or SC 3 Rate II Customer electing Firm Transportation Service after taking service for a minimum of one year under SC 1, 2, or 3. A Customer who commences service under SC 1, 2, or 3 may convert to Firm Transportation Service within 60 days of commencement of service.

(7) **Customer** means a single account that may also be a member of a Small Customer Aggregation Group.

(8) **Daily Transportation Quantity** means the confirmed scheduled quantity of gas delivered to the Receipt Point for the Customer's account on any day, including gas purchased from the Company by a SC No. 20 Marketer under the Company's Daily Delivery Service in accordance with the provisions set forth under SC No. 20. Any adjustments to storage deliveries to account for actual weather pursuant to the Intraday Balancing rules set forth in the Company's GTOP will not be reflected in the Daily Transportation Quantity. The Daily Transportation Quantity shall be increased by an amount to be retained as an allowance for losses. For an aggregated group of two or more customers, the Seller is required to submit to the Company one scheduled quantity of gas representing deliveries to all customers in the group. The line loss adjustment factor is set forth on the monthly Statement of Rate for Service Classification No. 9.

(9) **Daily Delivery Quantity** means the quantity delivered by the Company to the Customer's meter and consumed by the Customer on any day.

(9a) **Daily Delivery Service Quantity** means the quantity of gas that the Marketer is required to deliver to the Company's Citygate Receipt Points based upon the temperature-dependent equation found in the Company's GTOP.

(Service Classification No. 9 - Continued on Leaf No. 260)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Definitions - Continued

(9b) **Adjusted Daily Delivery Service Quantity** means the Daily Delivery Service Quantity adjusted for actual weather pursant to the Intraday Balancing rules set forth in the Company's GTOP.

(10) **Deficiency Imbalance** means:

(a) for Interruptible Daily Balancing Service, the amount by which the Daily Transportation Quantity ("DTQ"), exclusive of the allowance for losses, and adjusted for marketer imbalance trading, is less than the Daily Delivery Quantity;

(b) for Citygate Balancing under the Interruptible Monthly Balancing Service, the amount by which the Daily Transportation Quantity ("DTQ"), adjusted for marketer imbalance trading and exclusive of the allowance for losses, is less than the Interruptible Delivery Requirement;

(c) for Monthly Cashouts under the Interruptible Monthly Balancing Service, the amount by which the Daily Delivery Quantity, adjusted for marketer imbalance trading and exclusive of the allowance for losses, is less than the Interruptible Delivery Requirement, and

(d) for Daily Delivery Service, the amount by which the Customer's DTQ, exclusive of the allowance for losses, and adjusted for marketer imbalance trading, is less than the Customer's Daily Delivery Service Quantity.

The deficiency imbalance shall be increased to allow for losses.

For a small customer aggregation group or a group aggregating imbalances, one deficiency imbalance shall be determined for the entire group.

(Service Classification No. 9 - Continued on Leaf No. 261)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Definitions - Continued

(11) **Human Needs Customer** is one who receives service under a firm service classification:

(a) for the Customer's own or another's residential uses and purposes whether involving temporary or permanent occupancy, which includes residential hotels, single room occupancies, prisons, and living facilities of clergy, or

(b) in buildings having no alternate energy facilities that are acute care or nursing home providers housing patients or residents on an overnight basis including, nursing homes, hospitals, community residences, and shelters

as the same may be known to Con Edison as of May 9, 1997 or as the applicant may state on the application for service thereafter.

(11a) **Interruptible Delivery Requirement** is the quantity of gas the Seller is required to deliver to the Company's Citygate Receipt Point(s) under the Interruptible Monthly Balancing Service. The Company shall determine this amount each month which the Seller is obligated to deliver to the Receipt Point(s) in equal daily increments during the month, unless.modified during the month in accordance with Operational Matters (C) (2) in Service Classification No. 20.

(12) **Maximum Daily Transportation Quantity** is the highest Daily Transportation Quantity that the Company is obligated to accept at the Receipt Point(s) on any day.

(13) **Operational Flow Order ("OFO")** means a directive by the Company to a Direct Customer(s) and/or its gas supplier(s) and/or a Marketer serving customers in its aggregation group to adjust Citygate deliveries of gas to alleviate conditions that threaten the integrity of the system.

(14) **Receipt Point** means the Citygate point(s) set forth in the Customer's service agreement or a Local RNG Production facility.

(15) **Seller** means a non-utility entity who subscribes to SC 20 service and is determined eligible by the Department of Public Service to provide or arrange to provide natural gas supply and other services to a Customer or Group. The term "Seller" means "Marketer" and is used interchangeably elsewhere in this tariff and the Operating Procedures.

(Service Classification No. 9 - Continued on Leaf No. 261.1)

SERVICE CLASSIFICATION NO. 9 - Continued

Transportation Service - Continued

Definitions - Continued

(16A) A **Direct Customer** is a transportation Customer with annual requirements in excess of 35,000 therms per year who acts on its own behalf to purchase and arrange to bring natural gas to Con Edison's Citygate for its own consumption and not for resale. A Direct Customer is not subject to Commission oversight with respect to eligibility but must subscribe to SC 20 Transportation Receipt Service. A Direct Customer does not have to file an application with the Department of Public Service to become eligible as a Marketer but must comply with the provisions of the Uniform Business Practices and the operating requirements as set forth in the GTOP. A Direct Customer may aggregate and schedule load for itself and other Direct Customers but each Direct Customer would continue to be responsible for meeting balancing and other requirements placed on Direct Customers. A Direct Customer's rights and obligations are the same as a Marketer's or Seller's except where the context indicates otherwise. Customers served under the Company's tariff where redistribution is permitted are not precluded from being served as a Direct Customer.

(16B) **Billing Agency** is an arrangement between a Customer and a Marketer ("**Billing Agency Agreement**") in which the Customer authorizes a Marketer to act as "**Billing Agent**" for all account activities including, but not limited to: receiving the Customer's bills from Con Edison; consolidating those bills with the Marketer's charges in a single bill format; receiving payments from the Customer; and remitting payments to Con Edison for its services in accordance with the UBP, the Home Energy Fair Practices Act (Public Service Law, Article 2), applicable orders of the Commission, and as otherwise provided in the Billing Services Agreement. A Marketer offering Billing Agency services may perform those services itself or obtain a third party to perform the services, but in either case, the Marketer is considered to be the Customer's Billing Agent.

A Marketer that fails to bill its customers or to transmit Customer payments to Con Edison on a timely basis will be precluded from acting as a Billing Agent.

Con Edison may terminate its Billing Agency Program at any time on reasonable notice and will terminate its Billing Agency Program upon implementation of Public Service Commission-approved EDI transaction sets for bill-ready Marketer consolidated billing.

(Service Classification No. 9 - Continued on Leaf No. 262)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Definitions - Continued

(17) **Small Customer Aggregation Group ("Group")** means two or more Customers with individual annual requirements of less than 35,000 therms, whose aggregate annual requirements are at least 50,000 therms, who purchase gas from the same supplier(s) and are generally treated as a single Customer for purposes of the Operating Matters section of this Service Classification.

(18) **Summer Period** means the period commencing at 10:00 AM on April 1 and ending at 10:00 AM on the following November 1.

(19) **Surplus Imbalance** means:

(a) for Interruptible Daily Balancing Service, the amount by which the Daily Transportation Quantity, exclusive of the allowance for losses, and adjusted for marketer imbalance trading, exceeds the Daily Delivery Quantity:

(b) for Citygate Balancing under the Interruptible Monthly Balancing Service, the amount by which the Daily Transportation Quantity, adjusted for marketer imbalance trading and exclusive of the allowance for losses, exceeds the Interruptible Delivery Requirement;

(c) for Monthly Cashouts under the Interruptible Monthly Balancing Service, the amount by which the Daily Delivery Quantity, adjusted for marketer imbalance trading and exclusive of the allowance for losses, is less than the Interruptible Delivery Requirement, and

(d) for Daily Delivery Service, the amount by which the Customer's Daily Transportation Quantity, exclusive of the allowance for losses, and adjusted for marketer imbalance trading, exceeds the Customer's Daily Delivery Service Quantity.

(Service Classification No. 9 - Continued on Leaf No. 263)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Definitions - Continued

(19) **Surplus Imbalance** means - Continued

The surplus imbalance shall be increased to allow for losses.

For a small customer aggregation group or a group aggregating imbalances, one surplus imbalance shall be determined for the entire group.

(20) **Winter Period** means the period commencing at 10:00 AM on November 1 and ending at 10:00 AM on the following April 1.

Character of Service

The Company offers the following types of transportation service. Service shall be provided to a single Customer at a single location. Individual agreements are required for each location.

(A) Firm Transportation:

Transportation to a Converting Customer or a new Customer who is eligible for, but not a Customer under, Service Classification Nos. 1, 2, 3, or 13 during the term of service under this Service Classification, subject to curtailment for the reasons stated in Miscellaneous Provision (D) of this Service Classification and General Rule Section III (14).

(Service Classification No. 9 - Continued on Leaf No. 264)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE - Continued

Character of Service - Continued

(B) Interruptible Transportation:

Transportation to a Customer, who is also served under Service Classification No. 12 Rate I, will be interrupted by means of notification by the Company. A Customer shall curtail the use of gas, at any time the Company deems necessary, upon notice given to the Customer in accordance with the Company's Gas Sales and Transportation Operating Procedures.

(C) Off-Peak Firm Transportation:

Transportation to a Customer with estimated annual usage of 1,000,000 therms or greater and who is also served under Service Classification No. 12 Rate II. Off-Peak Firm service shall be provided for a minimum of 335 days during each annual period commencing November 1. The Company may, in its sole discretion, curtail or interrupt service for up to 30 consecutive or nonconsecutive days during each Winter Period. If service commences on other than November 1 during a Winter Period, the Customer shall be subject to interruption with all other Off-Peak Firm Customers during that Winter Period and all subsequent Winter Periods, whether or not the total number of days of interruption during that initial Winter Period and the partial Winter Period at the end of the Customer's term of service exceeds 30 days. An interruption for all or part(s) of a day shall be considered as one day of interruption.

(Service Classification No. 9 - Continued on Leaf No. 265)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Character of Service - Continued

(D) CNG Transportation:

Transportation to the owner or operator of a natural gas compression facility ("CNG facility") located within the Company's service territory provided that the gas transported is:

(1) compressed at the CNG facility and injected into motor vehicle fuel tanks to be consumed as a motor fuel, and/or

(2) used at the CNG facility as compressor fuel.

Such service may be firm, interruptible, or off-peak firm, as negotiated by the Customer and the Company.

(E) Bypass Transportation:

Transportation to a Customer demonstrating to the Company's satisfaction that the Customer has the ability to physically bypass the Company's facilities. Such service may be firm, off-peak firm, or interruptible, as negotiated by the Customer and the Company.

(F) Power Generation Transportation:

Off-Peak Firm transportation to a Customer served from the Company’s gas transmission system with on-site generating facilities having dual fuel capability and a nameplate rating of 5 megawatts or more for uses other than ignition fuel and space heating requirements ("firm gas requirements"). Service shall be provided for a minimum of 335 equivalent days during each Annual Period commencing November 1. The Company may, in its sole discretion, curtail or interrupt service, in whole or in part, for up to 720 hours of the Customer's maximum hourly quantity (30 equivalent days) during each Annual Period. If service commences on other than November 1 during the Annual Period, the Customer shall be subject to interruption with all other Power Generation Transportation Customers during that Annual Period and all subsequent Annual Periods, whether or not the total number of days of interruption during that initial Annual Period and the partial Annual Period at the end of the Customer's term of service exceeds 30 equivalent days. Gas used for firm gas requirements shall be provided at the applicable firm transportation rate set forth in this Service Classification. The Customer shall provide the Company with its firm gas requirements in accordance with the Operating Procedure.

(Service Classification No. 9 - Continued on Leaf No. 266)

SERVICE CLASSIFICATION No. 9 - Continued
TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 267.0)

PSC NO: 9 GAS LEAF: 267
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/16 SUPERSEDING REVISION: 3
STAMPS:

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Small Customer Aggregation

Firm (Category (A)) and Interruptible (Category (B)) Customers are permitted to form Small Customer Aggregation Groups, subject to the following conditions, and such other conditions as may be included in the Company's Sales and Transportation Operating Procedures:

(1) All members of a Category B group shall be required to select the same type Balancing Service option.

(2) Participation in a Group shall not entitle a Customer in the Group to elect a category of service or rate having a minimum annual threshold greater than the Customer's annual requirement.

(3) Except for the Operating Matters section of this Service Classification, for which a Group shall be treated as an individual Customer, each Customer in a Group shall in all other respects be treated as a separate account, including for the purpose of assessing the rates and charges due for service rendered and for service interruptions.

(4) A Group comprised of Firm Customers shall take Daily Delivery Service. The Seller to a Group comprised of Interruptible Customers shall aggregate imbalances under the Daily Balancing Service or Monthly Balancing Service. All Customers in a group comprised of both Firm and Interruptible Customers must take Firm Daily Delivery Service in conjunction with interruptible daily balancing.

(Service Classification No. 9 - Continued on Leaf No. 268)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Small Customer Aggregation - Continued

(5) For a Direct Customer or Small Customer Aggregation Group, the capacity release shall be from the Company to the Customer's Capacity Release Seller. The Capacity Release Seller may re-release the capacity subject to the Company's recall rights and the requirements of subsection (I) of the Capacity Release Service Section of this Service Classification. If the Customer leaves a Group, the Customer retains the capacity release rights, subject to the Company's recall rights, unless the Customer terminates its Service Classification No. 9 service with the Company, in which case the Company shall have the option to terminate its capacity release.

(Service Classification No. 9 - Continued on Leaf No. 269)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE – Continued

Rates

Any of the following rates or charges, described but not shown shall be set forth on a statement filed with the Commission, except the Firm Transportation Base Rates, which are shown under the Rates Sections of the otherwise applicable Firm Full Service Classifications and Riders.

The Base Rates set forth below (A) - (D) apply to the monthly sum of the Customer's Daily Delivery Quantities:

(A) Firm Transportation Base Rates for Customers Otherwise Eligible for Service Classification Nos. 1, 2, 3 or 13

The Base Rates for Firm Transportation customers are equal to the Base Rates for the otherwise applicable Firm Full Service Classifications and Riders. The Firm Transportation rate classes and their equivalent Firm Full Service rate classes are as follows:

Firm Transportation Rate Class	Equivalent Firm Full Service Rate Class
SC9 (A)(1)	Eligible for Service Classification No. 1
SC9 (A)(2)	Eligible for Service Classification No. 2 Rate I
SC9 (A)(3)	Reserved For Future Use
SC9 (A)(3a)	Eligible for Service Classification No. 2 Rate I Rider D
SC9 (A)(4)	Eligible for Service Classification No. 2 Rate II
SC9 (A)(5)	Reserved For Future Use
SC9 (A)(5a)	Eligible for Service Classification No. 2 Rate II Rider D
SC9 (A)(6)	Eligible for Service Classification No. 3 Rate I
SC9 (A)(7)	Eligible for Service Classification No. 3 Rate II
SC9 (A)(8)	Applicable to that portion of the Customer's gas usage billed at the air conditioning rates set forth in Service Classification Nos. 2 and 3
SC9 (A)(9)	Eligible for Service Classification No. 13
SC9 (A)(10)	Eligible for Service Classification No. 2 Rider H
SC9 (A)(11)	Eligible for Service Classification Nos. 1 and 3, Rider J

(Service Classification No. 9 - Continued on Leaf No. 270)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE – Continued

Rates

Any of the following rates or charges, described but not shown shall be set forth on a statement filed with the Commission, except the Firm Transportation Base Rates, which are shown under the Rates Sections of the otherwise applicable Firm Full Service Classifications and Riders.

The Base Rates set forth below (A) - (D) apply to the monthly sum of the Customer's Daily Delivery Quantities:

(A) Firm Transportation Base Rates for Customers Otherwise Eligible for Service Classification Nos. 1, 2, 3 or 13

The Base Rates for Firm Transportation customers are equal to the Base Rates for the otherwise applicable Firm Full Service Classifications and Riders. The Firm Transportation rate classes and their equivalent Firm Full Service rate classes are as follows:

Firm Transportation Rate Class	Equivalent Firm Full Service Rate Class
SC9 (A)(1)	Eligible for Service Classification No. 1
SC9 (A)(2)	Eligible for Service Classification No. 2 Rate I
SC9 (A)(3)	Reserved For Future Use
SC9 (A)(3a)	Eligible for Service Classification No. 2 Rate I Rider D
SC9 (A)(4)	Eligible for Service Classification No. 2 Rate II
SC9 (A)(5)	Reserved For Future Use
SC9 (A)(5a)	Eligible for Service Classification No. 2 Rate II Rider D
SC9 (A)(6)	Eligible for Service Classification No. 3
SC9 (A)(7)	Applicable to that portion of the Customer's gas usage billed at the air conditioning rates set forth in Service Classification Nos. 2 and 3
SC9 (A)(8)	Eligible for Service Classification No. 13
SC9 (A)(9)	Eligible for Service Classification No. 2 Rider H
SC9 (A)(10)	Eligible for Service Classification Nos. 1 and 3, Rider J

(Service Classification No. 9 - Continued on Leaf No. 270)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 271)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 272)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 273)

..DID: 19036
..TXT: PSC NO: 9 GAS LEAF: 273
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 3
INITIAL EFFECTIVE DATE: 05/01/02 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in C. 00-G-1456 et. al. dated April 22
RECEIVED: 04/30/02 STATUS: Effective EFFECTIVE: 05/01/02

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 274.0)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(B) Interruptible Transportation Rates for Customers also Served under Service Classification No. 12 Rate 1:

The Posted Rates Section of Service Classification No. 12 defines the eligibility criteria, the monthly minimum charge, and the blocked rate structure for interruptible service and the Character of Service section defines the method of service interruption.

Posted Rates:

Separate base rates are established for Residential Transportation Service for Customers served under Service Classification ("SC") No. 9, whose equivalent firm sales SC would be SC 1 or SC 3 and Non-Residential Transportation Service for Customers served under SC 9 whose equivalent firm sales SC would be SC 2. Both Residential and Non-Residential Customers will be served under the same block rate structure with a monthly minimum charge of $100.00 for the first 3 therms or less. The volumetric base rates are set at 70% of each of the SC 3 Rate II volumetric block rates for Residential Customers and 70% of each of the SC 2 Rate II volumetric block rates for Non-Residential Customers. These rates, which represent local distribution charges, are shown under the Rates Section of Service Classification No. 12 and shall be posted monthly on the Statement of Rate for Service Classification No. 9.

(Service Classification No. 9 - Continued on Leaf No. 275)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(B) Interruptible Transportation Rates for Customers also Served under SC 12 Rate 1 - Continued

Negotiated Rates:

The Company may, at its sole discretion, individually negotiate a separate rate with a Customer who can demonstrate, to the Company's satisfaction, that it has energy alternatives at a cost below the applicable posted Service Classification No. 12, Rate I sales rate, or rate requirements that differ from the posted rates.

(C) Off-Peak Firm Transportation Rates for Customers also Served Under Service Classification No. 12 Rate 2:

For Customers being served under contracts entered into on or after January 1, 2019, the rate per therm for one, two, or three year contracts shall be $0.0875 per therm until these contracts expire. The applicable rate shall be reduced by $0.01 per therm for monthly usage in excess of 500,000 therms.

The Customer and the Company may agree upon a rate equal to or greater than the prevailing contract rate per therm for a term greater than three years, which, subject to the agreement of the parties, may or may not be subject to a $0.01 per therm reduction for usage in excess of 500,000 therms.

(Service Classification No. 9 - Continued on Leaf No. 276)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(C) Off-Peak Firm Transportation Rates for Customers also Served Under Service Classification No. 12 Rate 2 - Continued

The Company may, in its sole discretion, reduce the rate(s) at the beginning of and/or during the month, on notice to the Customer given in accordance with the Company's Sales and Transportation Operating Procedures.

The Company, subject to the terms set forth in the Company's Operating Procedures, will consider a request from a Customer that has an estimated annual gas usage of 3,000,000 therms or greater to negotiate a rate other than the rates set forth above. Any such negotiated rate will be fixed for a term of no less than three consecutive calendar months, provided however that the Customer will continue to be subject to the full minimum charge as set forth in Rate Provision (F) of this Service Classification.

If service is interrupted to an Off-Peak Firm Customer in excess of 30 days (for reasons not resulting from emergencies threatening the integrity of the Company's system or causes beyond the Company's control or a Company authorized test of the Customer's dual fuel or alternate energy facilities and associated phone lines and communications equipment), the Company shall, upon receiving a valid receipt from the Customer reflecting its purchase of an alternate fuel or alternate energy during the curtailment period, have the option of:

(1) crediting the Customer's account with an amount equal to the product of:

   (a) the number of therms of replacement fuel or the amount of alternative energy used by the Customer on those additional days; and
   (b) the amount by which the valid price of replacement fuel or alternate energy exceeds the rates and charges in effect during the curtailment period, or

(2) providing replacement fuel from the Company's fuel suppliers.

If a Customer, not served under a negotiated rate fails to provide the Company written notice of intent to continue Off-Peak Firm Service for a one, two or three-year term or to continue service under a different service classification, and service continues beyond the Primary Term elected by the Customer, the Company shall charge the local distribution rate applicable to a one-year Primary term for each successive one-year term until the Customer elects a different term.

(Service Classification No. 9 - Continued on Leaf No. 277)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE – Continued

Rates - Continued

(D) Rates for CNG, Bypass, and Power Generation Transportation Customers:

(1) Rate for CNG and Bypass Customers

The rate shall be as negotiated by the Company and the Customer. The rate may include fixed and volumetric components, shall recover all incremental costs of the service (including metering and communication costs), and shall provide a reasonable contribution to system costs.

(2) Rate for Power Generation Transportation Customers

The tariff is applicable to the transportation of gas used to fuel an electric generation facility served from the Company's gas transmission system and having a rated capacity of 5 Megawatts or greater.

(1) A Minimum Monthly Charge, which includes transportation of 100 therms of gas and contains the following rate elements:

a. An Access Charge, designed to recover gas control costs, assessed monthly on a per Customer basis. For Customers with a generation capacity of less than 50 MW, the Access Charge shall be discounted by a percentage equal to one minus the generator's capacity divided by 50 MW.

b. A Monthly Demand Charge, designed to recover 25 percent of allocated major transmission asset costs, assessed monthly based on a Customer's maximum daily quantity. The maximum daily quantity is the maximum daily volume of gas that the Company is required to deliver to the Customer.

(2) A Volumetric Delivery Charge, designed to recover transmission-related operations and maintenance expense and 75 percent of allocated major transmission asset costs. The Volumetric Delivery Charge shall be assessed on all consumption over 100 therms per month.

The monthly rate components shall be filed on the Statement of Interruptible Transportation for Electric Generators (ITEG) on or before May 17 of each year, to become effective the following June 1.

(Service Classification No. 9 - Continued on Leaf No. 277.1)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(D) Rates for CNG, Bypass and Power Generation Transportation Customers – Continued

(2) Rate for Power Generation Transportation Customers - Continued

Service Agreement

The Company and Customer shall execute a service agreement prior to the commencement of service hereunder. A standard service agreement shall include all applicable terms and conditions contained in this Service Classification. The Company may, at its sole discretion, enter into a negotiated service agreement with the Customer, as described in Negotiated Rates below, which includes different terms and conditions.
The service agreement shall contain all information necessary for the Company to supply service to the Customer, including but not limited to:

(1) the exact character of service including volumes, pressures and Customer's equipment to be served;
(2) receipt and/or delivery points, upstream pipelines and suppliers;
(3) additional facilities to be constructed or installed;
(4) the maximum daily quantity, which is the maximum daily volume of gas that the Company is required to deliver to the Customer; and
(5) all terms and conditions which deviate from the applicable terms and conditions in this Service Classification.

(Service Classification No. 9 - Continued on Leaf No. 277.2)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates – Continued

(D) Rates for CNG, Bypass and Power Generation Transportation Customers – Continued

(2) Rate for Power Generation Transportation Customers - Continued

Maximum Base Rates

The Maximum Base Rate established by the Company shall not cause the Customer to pay an amount greater than the annual amount the Customer would have paid under the otherwise applicable off-peak firm transportation rate for gas used for other than the Customer's firm gas requirements. The maximum rate calculation shall be made annually and shall exclude any Charges for Unauthorized Use and balancing charges. Any overpayments resulting from this calculation shall be reconciled by means of a credit to the Customer's next monthly bill(s) following the annual reconciliation calculation.

Curtailment of Service

The Customer shall take immediate measures to curtail the use of gas at any time the Company deems necessary. Full curtailment by the Customer must be completed as soon as practicable, but within 2 hours of notification by the Company.

If service is interrupted in excess of 30 equivalent days (from reasons not resulting from emergencies threatening the integrity of the Company's system or causes beyond the Company's control), the Company shall credit the Customer's account for an amount equal to the product of the Base Rate in effect for that day and the equivalent therms that the Customer would have burned during that curtailment day(s). The total credit provided to the Customer resulting from such curtailment shall not exceed the total charges billed to the Customer in any monthly billing period.

(Service Classification No. 9 - Continued on Leaf No. 277.3)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates – Continued

(D) Rates for CNG, Bypass and Power Generation Transportation Customers – Continued

(2) Rate for Power Generation Transportation Customers - Continued

Negotiated Rates

The Company may, at its sole discretion, individually negotiate a separate rate with a Customer who:

(1) can demonstrate a viable economic bypass alternative or that they will otherwise discontinue operations;
(2) provides peaking or other operational services to the Company; or
(3) requires firm service, the Company is able to provide it, and there is no otherwise applicable firm service for which the Customer qualifies.

Rates and terms offered to one Customer in a negotiated service agreement will be made available to other similarly situated Customers on a non-discriminatory basis. Negotiated service agreements between the Company and its Customers will be filed with the Commission at least 30 days before becoming effective.

Any new negotiated rate agreement entered into after January 1, 2026 that includes rate discounts shall apply the same proportional discount to each tariffed rate component.

(E) Reserved for Future Use

(F) Minimum Charge for Off-Peak Firm Customers:

Off-Peak Firm Customers are subject to a minimum charge per month equal to the product of:
(1) the applicable Base Rate and Other Rates, Charges and Adjustments;
(2) 50% of the Annual Transportation quantity (exclusive of the allowance for losses) divided by 365 days; and
(3) the number of days (approximately 30) in the billing period.

The Customer shall also be subject to all other rates, charges and adjustments as set forth in the Service Classification.

(Service Classification No. 9 - Continued on Leaf No. 278)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates – Continued

(F) Minimum Charge for Off-Peak Firm Customers - Continued

(1) Minimum Charge (per month) - Continued

Off-Peak Firm Customers taking service under Service Classification No. 12 Rate II will receive credit for volumes taken under that Service Classification during the billing period. Charges for Unauthorized Gas Use, Charges for Non-Compliance, Daily Penalty Charges and Balancing Charges, including other charges and surcharges to the base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule, will not be credited against the minimum charge.

An Off-Peak Firm Customer taking service under a negotiated rate shall be subject to the above-described minimum charge. The applicable Base Rate used in computing the minimum charge for such Off-Peak Firm Customer is the non-negotiated Base Rate set forth in Rate Provision C of this Service Classification for the applicable term of service (with a $0.01 per therm reduction off such rates for usage over 500,000 therms per month). Any terms of payment of such minimum charges which differ from this Service Classification will be set forth in an agreement negotiated between the Customer and the Company.

Annual Reconciliation:

If a Customer incurs a minimum charge in any month(s) but the total of the Daily Delivery Quantities in the Annual Period is equal to or greater than 1/2 of the Annual Transportation Quantity (exclusive of the allowance for losses), the Company shall refund all minimum charges paid in excess of the amounts applicable to the quantity of service taken in the shortfall months. If the total Daily Delivery Quantities in the Annual Period is less than 1/2 of the Annual Transportation Quantity (exclusive of the allowance for losses), the Company shall refund so much of the minimum charges paid in the shortfall months as exceed the amount payable for 1/2 of the Customer's Annual Transportation Quantity. The Annual Period is the 12 months beginning with the month in which the Customer first receives service under this Service Classification and each succeeding 12 month period. This calculation shall exclude any Charges for Unauthorized Use, Charges for Non-Compliance, Daily Penalty Charges and Balancing Charges, including other charges and surcharges to the base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule

For an Off-Peak Firm Customer taking service under a negotiated rate, the annual reconciliation described above will be performed only to the extent of excess minimum charges paid at the non-negotiated Base Rates set forth in Rate Provision C of this Service Classification.

There is no minimum charge for an Interruptible Customer. A minimum charge, if any, for a CNG or Bypass Customer shall be as negotiated by the Customer and the Company.

(Service Classification No. 9 - Continued on Leaf No. 278.1)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE – Continued

Rates – Continued

(F) Minimum Charge for Off-Peak Firm Customers - Continued

Off-Peak Firm Customers taking service under Service Classification No. 12 Rate II will receive credit for volumes taken under that Service Classification during the billing period. Charges for Unauthorized Gas Use, Charges for Non-Compliance, Daily Penalty Charges and Balancing Charges, including other charges and surcharges to the base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule, will not be credited against the minimum charge.

An Off-Peak Firm Customer taking service under a negotiated rate shall be subject to the above-described minimum charge. The applicable Base Rate used in computing the minimum charge for such Off-Peak Firm Customer is the non-negotiated Base Rate set forth in Rate Provision C of this Service Classification for the applicable term of service (with a one cent per therm reduction off such rates for usage over 500,000 therms per month). Any terms of payment of such minimum charges which differ from this Service Classification will be set forth in an agreement negotiated between the Customer and the Company.

Annual Reconciliation:

If a Customer incurs a minimum charge in any month(s) but the total of the Daily Delivery Quantities in the Annual Period is equal to or greater than 1/2 of the Annual Transportation Quantity (exclusive of the allowance for losses), the Company shall refund all minimum charges paid in excess of the amounts applicable to the quantity of service taken in the shortfall months. If the total Daily Delivery Quantities in the Annual Period is less than 1/2 of the Annual Transportation Quantity (exclusive of the allowance for losses), the Company shall refund so much of the minimum charges paid in the shortfall months as exceed the amount payable for 1/2 of the Customer's Annual Transportation Quantity. The Annual Period is the 12 months beginning with the month in which the Customer first receives service under this Service Classification and each succeeding 12 month period. This calculation shall exclude any Charges for Unauthorized Use, Charges for Non-Compliance, Daily Penalty Charges and Balancing Charges, including other charges and surcharges to the base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule

For an Off-Peak Firm Customer taking service under a negotiated rate, the annual reconciliation described above will be performed only to the extent of excess minimum charges paid at the non-negotiated Base Rates set forth in Rate Provision C of this Service Classification.

There is no minimum charge for an Interruptible Customer. A minimum charge, if any, for a CNG or Bypass Customer shall be as negotiated by the Customer and the Company.

(Service Classification No. 9 - Continued on Leaf No. 278.1)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates – Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 279)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(G) Balancing Service Charges for Firm Transportation Customers

(1) The cost of the Baseload Service and Tiers 2 and 3 of the Daily Delivery Service will be billed directly to the firm transportation customers' Marketers. Firm sales customers will pay for their share of these costs through the GCF. The terms of the Daily Delivery Service are described in the Operational Matters Sections (C) of Service Classification No. 20 and further explained in the Company's GTOP Manual.

(Service Classification No. 9 - Continued on Leaf No. 280)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 281)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 282)

PSC NO: 9 GAS LEAF: 282
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 4
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 3
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 283)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 284)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 285)

PSC NO: 9 GAS LEAF: 285
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 3
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 1
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 286)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

.

(Service Classification No. 9 - Continued on Leaf No. 287)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(General Information - Continued on Leaf No. 288)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 289)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(H) Balancing Services and Charges for Interruptible and Off-Peak Firm Customers:

Interruptible and Off-Peak Firm Customers shall participate in the Daily Balancing Service, Monthly Balancing Service, or Group Balancing Service under the terms described below, and as further explained in the Company's Sales and Transportation Operating Procedures. Customers shall be required to select one of the three options when applying for Transportation Service.

(Service Classification No. 9 - Continued on Leaf No. 290)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(H) Balancing Services and Charges for Interruptible and Off-Peak Firm Customers - Continued

(1) Daily Balancing Service:

Interruptible and Off-Peak Firm Customers who elect the Daily Balancing Service shall pay a Variable Balancing Charge of $0.0015 per therm on all gas consumed in any monthly billing period.

The Daily Balancing Service for Interruptible and Off-Peak Firm Customers is described in the Operational Matters Section (C) of Service Classification No. 20, and further explained in the Company's GTOP Manual.

(2) Monthly Balancing Service:

Interruptible and Off-Peak Firm Customers who elect the Monthly Balancing Service shall pay a Variable Balancing Charge of $0.002 per therm on all gas consumed in any monthly billing period.

The Monthly Balancing Service for Interruptible and Off-Peak Firm Customers is described in the Operational Matters Section (C) of Service Classification No. 20, and further explained in the Company's GTOP Manual.

(3) Group Balancing Service:

Individual Interruptible and Off-Peak Firm Transportation Customers who purchase gas from the Company shall have the option of electing Group Balancing Service and thereby avoid direct responsibility for nominations and imbalance charges. Customers who choose this service shall be aggregated with other Customers by the Company for balancing purposes. The Customer shall pay a service charge on all gas consumed in any monthly billing period. The monthly charge shall be established by the Company in advance of each month by dividing historic seasonal imbalance charges to all Service Classification No. 9 Interruptible and Off-Peak Firm Customers by the sum of the Customers' Daily Delivery Quantities for that season. The charge in effect for any month shall be posted on the monthly Statement of Balancing Charges. The Company shall assume the responsibility for all nominations and for all imbalance charges. The Customer will not be subject to cashout charges or credits.

(Service Classification No. 9 - Continued on Leaf No. 291)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 292)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 293)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 294)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 295)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 296)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

:

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 297)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 298)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

:

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 299)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 300)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(I) Balancing Services and Charges for CNG, Bypass, and Power Generation Customers:

(1) Balancing Services and Charges for CNG and Bypass Customers:

CNG and Bypass Customers shall be subject to balancing requirements as negotiated by the Customer and the Company.

(2) Balancing Services and Charges for Power Generation Transportation Customers:

Power Generation Customers shall schedule deliveries to the Receipt Point(s) so that, as nearly as possible, the Customer's Daily Delivery Quantity equals the Customer's Daily Transportation Quantity, inclusive of the Customer's firm gas requirements but exclusive of the allowance for losses. If the Customer tenders quantities in excess of the Maximum Daily Transportation Quantity, the Company, may in its sole discretion, transport such excess quantities if sufficient capacity is available on its system. The Company retains the right to require the Customer to redirect its Daily Transportation Quantity from one Con Edison receipt point to another.

Power Generation Transportation Customers may negotiate terms and conditions for balancing service with Con Edison or with a third party. If the Customer does not execute a balancing service agreement with Con Edison, the following Variable Balancing Charge ("VBC") and Cashout Charges and Credits will apply to any imbalances, including the Customer's firm gas requirements, that are not corrected by a third party arrangement.

Variable Balancing Charge:

The customer will pay a monthly variable balancing charge on all volumes recorded as delivered and burned. For the initial period ending October 31, 2014, the Variable Balancing Charge will be $0.0012 per therm. This charge will be updated each year and published in the Company's "Statement of Balancing Service Charges Applicable to Service Classification Nos. 9 and 20".

(Service Classification No. 9 - Continued on Leaf No. 300.1)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(I) Balancing Services and Charges for CNG, Bypass and Power Generation Customers - Continued

(2) Balancing Services and Charges for Power Generation Transportation Customers - Continued

The VBC is a per therm charge and is determined based on the allocated costs of assets used to balance Power Generation customers taking service pursuant to the tariff. By November 1 of each year, the Company will calculate the demand charges associated with its Storage and Firm Transportation contracts. A unit demand cost for the 2% balancing band will be calculated based on the annual demand cost of the Storage and FT deliverability dollars per dekatherm. This unit cost will then be applied as a Variable Balancing Charge to all generator volumes subject to the tariff service. This cost will be the ratio of dollars associated with Generator contribution divided by prior calendar year total usage of the generators.

Monthly Cashout Credits and Charges:

Imbalance charges and Cashout charges for all volumes above the first balancing tier (including any unauthorized use of gas during an OFO) will be considered penalty gas except that individually negotiated agreements may provide for balancing services that include cashouts where gas used above the first balancing tier is not considered to be penalty gas.

Monthly Cashout Credits and Charges shall be calculated for the monthly billing period.

Monthly Cashout Credit on the Net Surplus Imbalance:

The Customer shall receive a Monthly Cashout Credit on the amount by which the aggregate Daily Delivery Quantities are less than the aggregate Daily Transportation Quantities ("Net Surplus Imbalance") for those days in which this difference is no more than 2%. A Net Surplus Imbalance shall be considered gas purchased by the Company from the Customer. The Monthly Cashout Credit on the Net Surplus Imbalance Quantity shall be a weighed average price equal to the product of the percentage weightings, as defined in the GTOP, and either (i) the lower of the monthly average daily Transco Zone 6-New York, Tetco M3 and Iroquois Z2 Midpoint prices or (ii) the Transco Zone 6-New York, Tetco M3 and Iroquois Z2 First-of-Month Low Range Price as published in Platt’s Gas Daily.

Daily Cashout Credit on the Net Surplus Imbalance:

The Customer shall receive a Daily Cashout Credit on the amount by which the Daily Delivery Quantity is less than the Daily Transportation Quantity ("Net Surplus Imbalance") for those days in which this difference exceeds 2%. The Daily Cashout Credit on the Net Surplus Imbalance shall be equal to the product of the cost of gas and the applicable percentage, as shown below and as further described in the Company’s GTOP.

(Service Classification No. 9 - Continued on Leaf No. 300.2)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(I) Balancing Services and Charges for CNG, Bypass and Power Generation Customers - Continued

(2) Balancing Services and Charges for Power Generation Transportation Customers - Continued

Net Surplus Imbalance	Charge Per Therm
(1) greater than 2% but less than or equal to 5%	90% of cost of gas
(2) greater than 5% but less than or equal to 10%	80% of cost of gas
(3) greater than 10%	70% of cost of gas

The cost of gas used in calculating the Daily Cashout Credit shall be a weighted average price equal to the product of the percentage weightings, as defined in the GTOP, and the Transco Zone 6-New York, Tetco M3 and Iroquois Z2 Midpoint price as published in Platt's Gas Daily on the day in which the imbalance occurs.

Monthly Cashout Charge on the Net Deficiency Imbalance:

The Customer shall pay a Monthly Cashout Charge on the amount by which the aggregate Daily Delivery Quantities are greater than the aggregate Daily Transportation Quantities ("Net Deficiency Imbalance") for those days in which this difference is no more than 2%. A Net Deficiency Imbalance shall be considered gas purchased by the Customer from the Company. The Monthly Cashout Charge on the Net Deficiency Imbalance Quantity shall be a weighted average price equal to product of the percentage weightings, as defined in the GTOP, and either the higher of (i) the monthly average of the daily Transco Zone 6- New York, Tetco M3 and Iroquois Z2 Midpoint prices or (ii) the Transco Zone 6-New York, Tetco M3 and Iroquois Z2 First-of-Month High Range Price as published in Platt's Gas Daily.

Daily Cashout Charge on the Net Deficiency Imbalance:

The Customer shall pay a Daily Cashout Charge on the amount by which the Daily Delivery Quantity is greater than the Daily Transportation Quantity ("Net Deficiency Imbalance") for those days in which this difference exceeds 2%. The Daily Cashout Charge on the Net Deficiency Imbalance shall be the product of the cost of gas and the applicable percentage, as shown below.

Net Deficiency Imbalance	Charge Per Therm
(1) greater than 2% but less than or equal to 5%	110% of cost of gas
(2) greater than 5% but less than or equal to 10%	120% of cost of gas
(3) greater than 10%	130% of cost of gas

(Service Classification No. 9 - Continued on Leaf No. 300.3)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(I) Balancing Services and Charges for CNG, Bypass and Power Generation Customers - Continued

(2) Balancing Services and Charges for Power Generation Transportation Customers - Continued

The cost of gas used in calculating the Daily Cashout Credit shall be a weighted average price equal to the product of the percentage weightings, as defined in the GTOP, and the Transco Zone 6-New York, Tetco M3 and Iroquois Z2 Midpoint price as published in Platt's Gas Daily on the day in which the imbalance occurs.

The Customer will also be responsible for any pipeline penalties that may result from net deficiencies or surpluses.

(J) Other Rates, Charges and Adjustments:

Customers shall be responsible for paying one or more of the following rates, charges or adjustments, as applicable, in addition to the Base Rates and, where applicable, Minimum Charge, Low Income Discount under Rider E or Enhanced Energy Affordability Program under Rider F, and Balancing Service Charges:

(1) Monthly Rate Adjustment:
All Firm Base Rates shall be adjusted for the components of the Monthly Rate Adjustment applicable to SC Nos. 1, 2, 3, and 13 as set forth in General Information Section VII (B) and the Capacity Release Service Adjustment in Rate Provision (J)(5). Firm Base Rates applicable to Customers eligible for Service Classification No. 2 - Rate II, Service Classification No. 2 - Rate II - Rider D, Service Classification No. 3, and Service Classification No. 3 Rider J Rate II shall also be adjusted for the Weather Normalization Adjustment as set forth in General Information Section IX. 1.

(2) Gas Importer Tax:
In accordance with Section 189 of the New York Tax Law (Chapter 166, Section 147, and Chapter 410 of the Laws of 1991), a tax shall be due and owing for natural gas (termed "gas services" in Section 189) purchased outside New York State from a supplier other than the Company and delivered by the Company to a Customer served under this Service Classification. Such taxes are required to be paid by the Customer to the Company. The tax shall be calculated at the applicable rate in effect, plus applicable surcharges thereon imposed under Sections 186-b, 186-c and 188 of the New York Tax Law, on the cost of gas services, which is presumed to be the "annual average gas price" per Mcf published by the United States Department of Energy on July 1 each year as defined in Section 189. The Company shall calculate the tax required to be collected by multiplying the number of cubic feet of gas service delivered to the Customer during the billing period times the cost of gas services times the tax rate including surcharges thereon.

(3) Increase in Rates and Charges:
The rates and charges under this Service Classification shall be increased by the applicable percentage, in accordance with General Information Section VIII.

(Service Classification No. 9 - Continued on Leaf No. 301)

..DID: 19172
..TXT: PSC NO: 9 GAS LEAF: 301
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 05/20/02 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in C. 00-G-1456 et al dated April 22,
RECEIVED: 05/17/02 STATUS: Effective EFFECTIVE: 05/20/02

SERVICE CLASSIFICATION No. 9 - Continued
TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 302.0)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE – Continued

Rates - Continued

(J) Other Rates, Charges and Adjustments - Continued

(4) Charges for Unauthorized Use:

For each therm of Unauthorized Usage, Customer shall pay one of the following applicable Charges for Unauthorized Use:

for an Interruptible or Off-Peak Firm Customer, a charge equal to the lower of: (i) Two times the sum of the market gas price as determined in accordance with the Company's Operating Procedures plus the applicable Interruptible or Off-Peak Firm transportation rate; or (ii) Nine times the applicable Interruptible or Off-Peak Firm sales rate;

for a Power Generation Customer, a charge equal to the higher of (i) 120% of the applicable wholesales electric market price; (ii) $5.00 per therm; or (iii) $2.50 per therm plus a market gas price, as determined in accordance with the Company's Operating Procedures; and

for a Contract Interruptible or Off-Peak Firm Industrial Customer, a charge equal to two times the Unauthorized Use Charge applicable to an Interruptible or Off-Peak Firm Customer.

Unauthorized Usage shall consist of:

(a) all gas consumed by an Interruptible or Off-Peak Firm Customer in excess of 2 therms per hour during the hours of interruption when transportation is interrupted.
(b) all gas consumed by a Power Generation Customer during a period when transportation is interrupted and any gas consumed in excess of the Daily Transportation Quantity, exclusive of the allowance for losses, on a day when the Company declares an OFO.

The payment of this amount shall not constitute liquidated damages nor impair the Company's right to any remedy to which it may be entitled for injury caused by a Customer's unauthorized overrun. Charges for Unauthorized Use shall not be recognized in the calculation of the minimum charge. Once an Interruptible or Off-Peak Firm Customer switches to firm service or terminates its gas service all unauthorized use charges will cease.

Charges for Unauthorized Use shall be increased by the applicable percentage for the Increase in Rates and Charges, in accordance with General Information Section VIII.

(Service Classification No. 9 - Continued on Leaf No. 303)

Effective date postponed to 12/01/2019. See Supplement No. 90.

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(J) Other Rates, Charges and Adjustments - Continued

(5) Capacity Release Service Adjustment:

All Firm Transportation Customers, including Direct Customers, are subject to a Capacity Release Service Adjustment ("CRSA") to the extent that the Company's actual weighted average cost of upstream pipeline capacity, which includes the cost of capacity associated with bundled citygate purchases ("WACOC"), for each twelve-month period commencing November 1, varies from the projected WACOC charged to Capacity Release Sellers over the same twelve-month period. The CRSA will be credited or surcharged through the Monthly Rate Adjustment applicable to Firm Transportation Customers over the next succeeding twelve-month period commencing November 1 and will be based on the variation between the actual WACOC and the projected WACOC for the preceding twelve-month period and the projected therm deliveries to Firm Transportation Customers over the next succeeding twelve-month period. The CRSA effective November 1, 2010, shall also include any unreconciled amounts from the CRSA in effect for the period from November 1, 2009 to October 31, 2010. The WACOC will be adjusted to reduce TransCanada demand charges to the extent necessary to result in comparability between Canadian and domestic commodity costs. The WACOC, as adjusted, shall be set forth on the Statement of Rate for SC No. 9.

(6) Pipeline Transition Cost Charge:

All Customers shall pay a Transition Cost Charge per therm to recover Order No. 636 transition costs, except a Customer(s) who provides the Company suitable documentation demonstrating that it is paying Order No. 636 transition costs directly to a pipeline for firm pipeline transportation.

(Service Classification No. 9 - Continued on Leaf No. 303.1)

SERVICE CLASSIFICATION No. 9 - Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(J) Other Rates, Charges and Adjustments – Continued

(7) Billing and Payment Processing ("BPP") Charge

Billing and Payment Processing consists of the cost to print, process, and mail a bill and the cost of processing payments. The Billing and Payment Processing charge will be either $0.00 or $1.28 per bill for a single service gas Customer or $0.00 or $0.64 per bill for a dual service gas Customer i.e., a Customer who takes both electric and firm gas service from the Company and who receives a dual service bill (see tables in General Information Section IX (9)). Customers taking service under SC 9, and receiving either a utility consolidated bill or a marketer consolidated bill, are not subject to the BPP charge. The BPP charge will not be prorated for bills that are greater or less than 30 days' duration.

(8) Revenue Decoupling Mechanism ("RDM") Adjustment

For each year commencing January 1 ("Rate Year"), Delivery Revenues from firm gas transportation customers taking service under SC 9 who would otherwise have taken service under SC 1, SC 2 or SC 3, will be subject to a reconciliation through a Revenue Decoupling Mechanism ("RDM") Adjustment. Further details about the RDM Adjustment can be found in General Information Section IX.14.

(9) System Benefits Charge ("SBC")

The System Benefits Charge is applicable to all Firm Sales and Firm Transportation Customers with the exception of SC-14, Natural Gas Vehicle Service Customers. The applicable rates per therm will be set forth on the Statement of System Benefits Charge. The Statement of Systems Benefits Charge and any changes thereto will be filed with the Commission no less than three business days before its effective date. Further details about the SBC can be found in General Information Section IX.16.

(Service Classification No. 9 - Continued on Leaf No. 303.2)

SERVICE CLASSIFICATION No. 9 - Continued
TRANSPORTATION SERVICE - Continued

Rates - Continued

(J) Other Rates, Charges and Adjustments – Continued

(10) Arrears Management Program ("AMP") Recovery Surcharge

Further details about the AMP Surcharge can be found in General Information Section IX.17.

(11) Charges for Non-Compliance ("Non-Compliance Charge")
The Charges for Non-Compliance for Interruptible, Off-Peak Firm Customers, including Contract Interruptible or Off-Peak Firm Industrial Customers, and Power Generation Customers are as follows:

For an Interruptible or Off-Peak Firm Customer: The Charge for Non-Compliance is either:

(a) 130% of the applicable Interruptible or Off-Peak Firm sales rate for Interruptible Sales Customers, or
(b) 130% of the applicable Interruptible or Off-Peak Firm transportation rate for Interruptible Transportation Customers.

Failure of any Non-Critical Care or Critical Care Customer to comply with the requirements of interruptible service may result in that customer incurring the Non-Compliance Charge. If the Company calls an interruption and the Customer fails to interrupt as required, the Company will impose the Unauthorized Use Charge, in lieu of the Non-Compliance Charge, for unauthorized gas usage during the interruption period. Following the interruption, the Company may resume imposing the Non-Compliance Charge through the end of the current winter period.

(Service Classification No. 9 - Continued on Leaf No. 303.3)

SERVICE CLASSIFICATION No. 9 – Continued

TRANSPORTATION SERVICE - Continued

Rates - Continued

(J) Other Rates, Charges and Adjustments – Continued

(11) Charges for Non-Compliance ("Non-Compliance Charge")

For a Power Generation Customer: The Charge for Non-Compliance is the difference between

(a) 130% of the higher of a published distillate fuel index price, as determined in accordance with the Sales and Transportation Operating Procedures, or the Power Generation Gas Price, and

(b) the Power Generation Gas Price.

The Power Generation Gas Price is defined as the sum of the Power Generation rate and the cost of gas used in generating electricity.

(12) Reserved for Future Use

(13) Daily Penalty Charge

Commencing December 1, 2019, Interruptible and Off-Peak Firm Customers, including Contract Interruptible and Off-Peak Firm Industrial Customers, but excluding Power Generation Customers, will be charged a daily penalty for failing to return a signed affidavit by the close of business on October 1, or by the close of business on the following business day if October 1 falls on a weekend or holiday, as specified under Miscellaneous Provision (D) of this Service Classification. Beginning December 1, 2019, and every November 1 thereafter, the customer will be subject to the daily penalty for every day of the current winter season that the signed affidavit has not been received by the Company or March 31 (i.e., the end of the heating season), whichever is earlier.

The Daily Penalty Charge is set at $100 per day for an Interruptible Rate 1 Customer and $1,000 per day for an Off-Peak Firm Customer.

Daily Penalty Charges shall not be recognized in the calculation of the minimum charge or annual reconciliation. Once an Interruptible or Off-Peak Firm Customer switches to firm service or terminates its gas service all daily penalty charges will cease.

Daily Penalty Charges shall be increased by the applicable percentage for the Increase in Rates and Charges, in accordance with General Information Section VIII.

(Service Classification No. 9 - Continued on Leaf No. 304)

..DID: 6344
..TXT: PSC NO: 9 GAS LEAF: 304
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Operational Matters

(A) Monthly Elections:

An Interruptible or Off-Peak Firm Transportation Customer who is also a Service Classification No, 12 sales customer shall notify the Company in advance of each month, in accordance with the Company's Sales and Transportation Operating Procedures, whether it elects for the entire following calendar month to receive:

(1) Service Classification No. 12 service, or

(2) Service Classification No. 9 service.

A Customer who fails to make a timely election shall be deemed to have elected Service Classification No. 12 service, unless the Customer previously advised the Company in writing that transportation service should be its default service.

(B) Nominating and Scheduling Customer-Owned Gas:

The Customer shall submit pre-month and daily nominations and schedule deliveries in accordance with the Company's Sales and Transportation Operating Procedures. The Company shall not be obligated to accept deliveries of gas not nominated and scheduled in accordance with the Company's Sales and Transportation Operating Procedures.

(Service Classification No. 9 - Continued on Leaf No. 305.0)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Operational Matters - Continued

(C) Designation of Agent:

An Interruptible or Off-Peak Firm Customer, may authorize an agent, including the Company, to perform the responsibilities described in the Company's Sales and Transportation Operating Procedures Manual, such as nominating and scheduling responsibilities with pipelines, including capacity released by the Company to the Customer, and/or aggregating imbalances. An agency relationship is established by executing an Agency Agreement as provided for in the Company's Sales and Transportation Operating Procedures Manual. Where an agent has been so designated, the Company shall rely upon the information submitted by the agent, unless and until the Company receives written notice of termination of the agency.

Individual Firm Customers, Firm or Interruptible Customers that are part of a Group, and Interruptible and Off-Peak Firm Customers electing to aggregate imbalances, shall designate Seller or the Company as applicable, as their agent.

The Customer shall indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the agent's negligence of willful misconduct in the performance of its agency functions. The Company may add any applicable Service Classification No. 20 rates or charges to the next bill of the customer when its Seller is late in its payments by sixty days or more.

(D) Aggregating Imbalances:

For a Customer that is a participating member of a Small Customer Aggregation Group or a group of Customers electing to aggregate imbalances, the Company shall aggregate the daily surplus and deficiency imbalances for all members for purposes of determining net imbalances and the Seller shall be responsible for applicable Imbalance and Cashout Charges under Service Classification No. 20.

(Service Classification No. 9 - Continued on Leaf No. 306)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Operational Matters - Continued

(E) **Measurement of Receipts and Heating Value Adjustment:**

Quantities of gas received by the Company at the Receipt Point for the Customer's account shall be measured in accordance with the measurement provisions of the tariff of the interstate natural gas pipeline company which delivers the gas to the Receipt Point. Volumes of gas delivered by the Company and registered at the Customer's meter in Ccf shall be converted to therms, in accordance with General Information Section III 8 (S).

(F) **Hourly Flexibility:**

The Company shall make available to the Customer as much hourly flexibility in the rate of gas deliveries as does not reduce the flexibility of, or impair, or interfere with other operations on the Company's system and does not impose additional expense on the Company.

(G) **Termination and Suspension of Transportation Service:**

A Marketer may not physically disconnect a transportation Customer’s gas service.

A Marketer may request the Company to suspend transportation service to a residential transportation Customer or a two-family dwelling who receives Marketer Consolidated Bills or to a multiple dwelling. By submitting a request for suspension of service to the Company in the authorized form, a Marketer represents that it has complied with all statutory and regulatory requirements for termination of supply service and suspension of delivery service. Suspension will end at the request of the Marketer that requested the suspension.

However, if the Marketer has not requested an end to the suspension one year after it terminated commodity service, the Company will restore transportation service at the Customer’s request provided the Customer meets tariff and the Home Energy Fair Practices Act (Public Service Law, Article 2) requirements for service restoration.

For any account for which the Company is purchasing a Marketer’s receivables, the Marketer may not request suspension of transportation service for non-payment.

(Service Classification No. 9 - Continued on Leaf No. 307)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 307.1)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 308)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 309)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 310)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 311)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 312)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 313)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 314.0)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions

(A) Term of Service:

(1) Firm and Interruptible Transportation:

One year from the date of commencement of service and for successive annual terms, except as provided below. Service is terminable by the Customer upon at least 90 days' prior written notice, effective at the end of the annual term, and by the Company in accordance with law or this Rate Schedule.

(2) Off-Peak Firm Transportation:

One (except as provided below), two, or three years from the date of commencement of service hereunder ("Primary Term"), and for successive annual terms thereafter unless the Customer elects a two or three year term upon written notice given at least 90 days prior to the expiration of the Primary term or any successive term. Service is terminable by the Customer upon at least 90 days prior written notice, effective at the end of the Primary Term or any successive term, and by the Company in accordance with law or the provisions of this Rate Schedule.

(3) CNG and Bypass Transportation:

As negotiated by the Customer and the Company.

(Service Classification No. 9 - Continued on Leaf No. 314.1)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE – Continued

Miscellaneous Provisions – Continued

(A) Term of Service - Continued

(4) Power Generation Transportation:
Five Years from the date of commencement of service and for successive annual terms. Service is terminable by the Customer upon at least one year prior written notice, effective at the end of the annual term, and by the Company in accordance with law or the provision of this Rate Schedule. If the Customer terminates service prior to the end of its term of service, the Customer shall be financially responsible for payment of the Annual Minimum Charge set forth under this Service Classification during each year of the Customer's remaining term of service.

The Company has the right to discontinue service permanently to the Customer where there is a violation or any failure to comply with any of the provisions of this Service Classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule. In the event that this occurs, the Customer shall be financially responsible for payment of the Annual Minimum Charge during each year of the Customer's remaining term of service under this Service Classification.

Exception for Interruptible and Off-Peak Firm Customers:
If the Company estimates that net revenues during the first year of service shall not enable the Company to recover its costs, as specified in Miscellaneous Provision *F ("Prepayment For Facilities")*, the Primary Term shall be at least two years.

(Service Classification No. 9 - Continued on Leaf No. 315.0)

..DID: 10072
..TXT: PSC NO: 9 GAS LEAF: 315
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/99 SUPERSEDING REVISION: 0
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE 98-M-1343 DATED SEPTEMBER 22,

RECEIVED: 09/30/99 STATUS: EFFECTIVE EFFECTIVE: 10/01/99

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(B) Switching Service Classifications

During the term of a Firm Transportation agreement, the Company shall have no obligation to provide sales service to the Customer. The Company may, in its sole discretion, provide sales service to the Customer during the term of Service Classification No. 9 service at the higher of the Company's applicable firm sales rate plus any identifiable incremental costs or on terms negotiated by the Customer and the Company under Service Classification No. 19.

For a Firm Transportation agreement that is not renewed or extended, a Customer may apply, as a new Customer, for service under any other service offered by the Company for which the Customer may be eligible at the time of such application, effective on the later of the Company's acceptance of such application and the expiration of the Firm Transportation agreement. Absent the Company's acceptance of an application for such new service, the Customer shall have no right to be supplied with gas by the Company, and the Company shall have the right to lock, disconnect, and/or remove any of its facilities through which the Customer could receive service.

(C) Terms of Payment and Billing

(1) Net cash on presentation of bill, subject to a late payment charge in accordance with General Rule III (8) (L), or such other terms specified in an agreement between the Customer and the Company for a negotiated rate, except as provided in (4) below:

(2) Bills may be based on a reading obtained from an automatic metering device(s). If there is a change in the applicable Interruptible or Off-Peak Firm rate effective on a day other than the first day of the month, the Company shall attempt to obtain a meter reading on the effective date of the new rate.

(3) The Customer is responsible for all account transactions and payment of bills for Con Edison services, except the Company will not attempt to collect payment directly from a Customer for any amount that the Customer already paid to a Billing Agent.

(Service Classification No. 9 - Continued on Leaf No. 316.0)

PSC NO: 9 GAS LEAF: 315.1
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 6
INITIAL EFFECTIVE DATE: 10/01/07 SUPERSEDING REVISION: 4
STAMPS: Issued in Compliance with Order in Case 06-G-1332 dated September 25, 2007

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(C) Terms of Payment and Billing - Continued

(4) Dual Billing
Unless the Customer is receiving a consolidated bill as explained below, the Company will issue bills to a Firm Gas Transportation Customer for rates and charges contained in this Rate Schedule and for charges for other Company services, and the Marketer will issue a separate bill for its charges.

(5) Consolidated Billing
If the Company and a Marketer agree that one party will perform consolidated billing and payment processing services on behalf of the other, the billing party will issue Consolidated Bills to the Customer. The term "Consolidated Bill" means a bill that combines the Company's delivery charges and a Marketer's commodity charges in a single bill that separately identifies each supplier.

(Service Classification No. 9 - Continued on Leaf No. 315.2)

PSC NO: 9 GAS LEAF: 315.2
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 7
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 5
STAMPS: Issued in Compliance with Order in Case 09-G-0795 dated September 22, 2010

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(C) Terms of Payment and Billing - Continued

(5) Consolidated Billing - Continued

A Firm Transportation Customer who is participating in the Company's retail access program through a Marketer/ESCO who is a participant in the Company's POR program will receive a Consolidated Bill from the Company.

Non-residential Customers who are participating in the Company's retail access program through a Marketer/ESCO who is not participating in the Company's POR program have the option to receive a Consolidated Bill issued by their Marketer/ESCO for the charges related to the Company's delivery services and the Marketer/ESCO's supply related services or a separate bill from the Marketer/ESCO.

Residential customers have the option to receive a separate bill, but not a consolidated bill from the Marketer/ESCO. Customer payments shall be allocated and prorated in accordance with the Uniform Business Practices, the Home Energy Fair Practices Act (Public Service Law, Article 2), and applicable orders of the Commission.

A Firm Transportation Customer who does not receive a Consolidated Gas Bill from either the Company or a Marketer will be subject to a BPP charge per monthly billing cycle (See tables in General Information Section IX.9. for details concerning when gas customers are charged for BPP).

(Service Classification No. 9 - Continued on Leaf No. 316)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(C) Terms of Payment and Billing - Continued

For a Customer receiving bills from a Billing Agent, a late payment charge may be applied to all amounts billed, including arrears, and unpaid late payment charges which are not received by the Customer's Billing Agent within at least 25 days of the date the Billing Agent received the Customer's billing information from the Company.

(D) Interruptions of Service and Reserve Requirements for Interruptible, Off-Peak Firm, and Power Generation Customers

The Company reserves the right to reject any application for service, or to interrupt service, under this Service Classification where, in the sole judgment of the Company, the provision of service would or might impair the Company's rights or ability to receive service, purchase gas, or utilize capacity on the transmission system of any of its pipeline or Local RNG Production suppliers, impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under these rates.

Service under this Service Classification is also subject to interruption as provided herein and in accordance with General Rule III (14) and the Company's Sales and Transportation Operating Procedures. Service may also be interrupted for all or a portion of a day if necessary for the Company to perform work on its facilities, including testing that an Interruptible, Off-Peak Firm or Power Generation Customer's alternate fuel or alternate energy facilities and associated phone lines and communication equipment are operable.

The Customer shall immediately (1) notify the Company of any condition that would prevent the required interruption of service, including preventing the Interruptible, Off-Peak Firm, or Power Generation Customer from using its alternate fuel or alternate energy facilities or preventing the Company from determining whether the Customer is using gas during an interruption; (2) take immediate action to correct such conditions; and (3) notify the Company when such conditions have been corrected. Except as otherwise set forth in this Service Classification or the Company's Sales and Transportation Operating Procedures, such notification shall not exempt the Customer from any applicable Charges for Unauthorized Use, Charges for Non-Compliance, Daily Penalty Charges and other applicable charges and surcharges. Interruptible, Off-peak Firm and Power Generation Customers must conform to the following additional requirements.

By October 1 of each year, Customers are required to demonstrate to the Company that by November 1 of that year they will have adequate reserves of their alternate fuel or energy source based on each Customer's peak Winter Period requirements.

All Customers, excluding Power Generation Customers, taking service under this Service Classification must submit to the Company by the close of business on October 1, or by the close of business on the following business day if October 1 falls on a weekend or holiday, a signed affidavit, as referenced in the Company’s Sales and Transportation Operating Procedures.

(Service Classification No. 9 - Continued on Leaf No. 316.1)

SERVICE CLASSIFICATION NO. 9 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(D) **Interruptions of Service and Reserve Requirements for Interruptible, Off-Peak Firm, and Power Generation Customers-Continued**

Process load customers may elect to comply with Company-initiated interruptions of service by shutting down their operations in lieu of maintaining an alternate fuel supply/energy source and meeting the alternate fuel reserve requirement ("Shut-Down Option"). For purposes of this provision, process load Customers are Customers that: a) use gas predominantly for manufacturing or other industrial purposes; b) can withstand a suspension of such manufacturing or industrial operations for the duration of an interruption; and c) can shut down such operations in the time frame required under this Service Classification upon notice by the Company of a period of interruption. Customers ineligible for the Shut-Down Option include, but are not limited to: Human Needs Customers, Critical Care Customers, schools, non-residential Customers using gas primarily for space heating purposes, and electric generators. A Customer electing this option must submit to the Company, by October 1 of each year, a signed affidavit form which may be found in the Company's Gas Sales and Transportation Operating Procedures, attesting to the Customer's commitment to shut down operations during periods of interruption. If a Customer taking service under this option fails to interrupt its use of gas and shut down its operation during a period of interruption, the Company may, at its sole discretion, physically shut down the Customer's gas service. In addition to any other applicable charges under this Service Classification associated with such failure to interrupt, the Customer must reimburse the Company for any costs incurred to perform the physical shutdown.

A Customer who does not elect the Shut-Down Option may meet the reserve requirement through a combination of on-site storage capacity and by providing satisfactory proof to the Company that a relationship exists with the alternate fuel or energy provider to supply the Customer with the additional amount required to meet the Customer's reserve requirement. Interruptible and Off-Peak Firm Customers whose alternate fuel is distillate fuel or who use gas for Human Needs purposes must have a ten-day reserve. A Power Generation Customer or Contract Interruptible or Off-Peak Firm Industrial Customer whose alternate fuel is distillate fuel must have a five-day reserve. Other Interruptible, Off-Peak Firm and Power Generation Customers must maintain reserve levels acceptable to the Company. A new Interruptible or Off-Peak Firm Customer with alternate fuel (as opposed to alternate energy) capability, commencing service under this Service Classification on and after November 1, 2001, must have, as part of its applicable reserve requirement, three days or more of on-site inventory of its alternate fuel, based upon the Customer's peak Winter Period requirements, as more specifically provided in the Company's Gas Sales and Transportation Operating Procedures Manual. Customers that fail to conform to the above stated reserve requirements, or who have inoperable dual-fuel equipment, will be subject to the Unauthorized Use Charge, or the Non-Compliance Charge, as applicable:

(Service Classification No. 9 - Continued on Leaf No. 316.2)

SERVICE CLASSIFICATION NO. 9 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible and Off-Peak Firm Customers- Continued

(1) Interruptible or Off-Peak Firm Customers, including Contract Interruptible or Off-Peak Firm Industrial Customers, with inadequate alternate fuel or energy reserves who fail to interrupt gas service at any time during the first five, seven or ten days of interruption in any Winter Period, as applicable, may be billed the Non-Compliance Charge, as described in (J)(11) of the Rates Section of this Service Classification. The charge shall be applied to all gas consumed during the billing period in which there is non-compliance with the interruption and for any subsequent billing periods during which non-compliance continues. Any Interruptible or Off-Peak Firm Customer with inadequate alternate fuel or energy reserves or inventory as of November 1 of each year will similarly be subject to the above charges.

(2) Power Generation Customers with inadequate alternate fuel or energy reserves who fail to interrupt gas service at any time during the first five days of interruption in any Winter Period will be billed the Non-Compliance Charge, as described in (J)(11) of the Rates Section of this Service Classification. The above-described charge shall be applied to all gas consumed during the billing period in which there is non-compliance with the interruption and for any subsequent billing periods during which non-compliance continues. Any Power Generation Customer with inadequate alternate fuel or energy reserves or inventory as of November 1 of each year will similarly be subject to the above charge.

(3) Interruptible or Off-Peak Firm Customers, including Contract Interruptible or Off-Peak Firm Industrial Customers, with inoperable dual-fuel facilities, including associated Customer-installed phone lines, will be entitled to a forty-eight (48) hour grace period to correct the condition, after which time they may be billed the Non-Compliance Charge, as described in (J)(11) of the Rates Section of this Service Classification.

(Service Classification No. 9 - Continued on Leaf No. 316.3)

SERVICE CLASSIFICATION NO. 9 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible and Off-Peak Firm Customers- Continued

Failure to interrupt the use of gas during an interruption will be counted as a violation under the Two-Violation Rule.

Two-Violation Rule: For each Winter Period, an Interruptible, Off-Peak Firm or Off-Peak Firm Industrial Customers, including Contract Interruptible, and Off-peak Firm Industrial will incur a violation if the customer fails to fully interrupt its use of gas at any time during an interruption, including any planned interruptions or Reliability Performance Test (except for any permitted use of gas for ignition purposes).

"Reliability Performance Test" shall mean a test, conducted in the month of January, of an interruptible customer's ability to switch from gas to alternate fuel or cease using gas within 24 hours of receiving notice from the Company.

If a customer's second failure to interrupt occurs within 48 hours of an initial violation, the second failure will not be considered a second violation. If a failure to interrupt is due to failure of Company-owned equipment that is not attributable to the customer, the failure to interrupt will not be considered a violation.

A Customer's failure to interrupt its use of gas due to inoperable dual-fuel facilities (excluding, for purposes of this paragraph, associated Customer-installed phone lines) counts as a violation towards the above-described two-violation rule except as follows: During each Winter Period, a customer's failure to interrupt the use of gas during a planned interruption or Reliability Performance Test due to documented inoperable dual-fuel facilities will not be counted as a violation provided that the Customer (i) notifies the Company within one hour of the failure of its equipment; (ii) repairs and makes operable its dual-fuel equipment within forty-eight (48) hours of the equipment's failure; and (iii) provides the Company with an affidavit or other sufficient documentation that it has repaired and made operable its dual-fuel equipment and immediately complies with the earlier of the ongoing interruption or a separate planned interruption. The Company will extend the 48-hour repair deadline to a period not to exceed seven (7) days provided the Customer demonstrates to the Company's satisfaction that such extension was necessary due to the unavailability of a part and its installation during such 48-hour repair period. All three conditions must be satisfied for this exception to the two-violation rule to apply. During the 48-hour repair period, or, if applicable, the extended 7-day repair period, the Customer will be subject to applicable unauthorized use charges, an alternate fuel or energy non-compliance charge, minimum charges and imbalance charges as set forth in this Service Classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule (excluding the non-compliance charge set forth in (D) (3) above for inoperable dual-fuel facilities provided the Customer makes operable its dual fuel facilities within the applicable repair period). If during the Winter Period, a customer interrupted the use of gas, as required, during the first planned interruption, then the customer will be granted an additional one-time waiver subject to the customer meeting all of the requirements detailed in this section. This exemption does not apply to customers taking service under the Shut-Down Option.

Service Classification No. 9 - Continued on Leaf No. 316.4)

SERVICE CLASSIFICATION NO. 9 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible, Off-Peak Firm, and Power Generation Customers - Continued

Any Interruptible, Off-Peak Firm, Contract or Off-Peak Firm Industrial Customer, excluding any Power Generation Customer, who incurs two violations, under the Two-Violation Rule, during the current Winter Period may be subject to the Non-Compliance Charge for all gas consumed during the remainder of the current Winter Period commencing from the billing month in which the customer incurred the second violation and continuing until the end of the current Winter Period, as described under (J) (11) of the Rates Section of this Service Classification Customers being charged under this provision will not also be charged under provisions (1) or (3) of this section.

Any Non-Critical Care Customer that incurs two violations during the current Winter Period will be notified by the Company that they must apply for Firm Service. If the Company is unable to accept the Customer on Firm Service, they must satisfy the conditions below in order to avoid the Non-Compliance Charge in subsequent Winter Periods.

Interruptible Customers who apply for firm service are still required to comply with all the terms and conditions for interruptible service until the time they are no longer taking such service.

Any Customer(s) for whom the Company must first install additional facilities in order to render Firm service or where the Customer elects to terminate gas service and additional facilities are required for the provision of ignition fuel only, the Company will establish appropriate arrangements for the installation of such facilities.

In addition to all other remedies available to the Company, the Company reserves the right to discontinue service immediately, temporarily or permanently, to the Customer or to the premises where there is a violation or any failure to comply with any of the provisions of this Service Classification, the Company's Operating Procedures, or this Rate Schedule.

Service Classification No. 9 - Continued on Leaf No. 316.5)

SERVICE CLASSIFICATION NO. 9 – Continued
TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible, Off-Peak Firm, and Power Generation Customers – Continued

Conditions Required to remain on Interruptible Service:

(1) Remediation Plan – The Customer must submit a plan to address and remedy any and all conditions which resulted in the customer incurring two violations. The remediation plan must be reviewed and approved by the Company, or the Company must inform the Customer that modifications are required, no later than 30 days following the Customer's submission of the plan.

(2) Efficiency Audit – The Customer must have an efficiency audit conducted by a licensed provider of such service or demonstrate to the Company compliance with local requirements related to efficiency provisions. An energy efficiency audit performed by a licensed provider of such service within the last ten years, or a demonstration of compliance with the efficiency audit requirement of Local Law 87 can be used to satisfy this requirement. The customer must provide a copy of the audit to the Company or proof that the audit was conducted.

(3) Installation of Tank Monitoring Device – The Customer must install, at the Customer's expense, an automated tank monitoring device that alerts the Customer's fuel oil supplier of tank levels, if that customer does not already have a Company-controlled automatic shut-off valve. A Customer, at their own expense, may elect to install an automatic shut off valve in lieu of a tank monitoring device.

(4) On-Site Inspection – Customers will be subject to unannounced, on-site inspections of its alternate fuel facilities to verify necessary and related compliance for interruptible service.

The Company may continue to apply the Non-Compliance Charge in each subsequent Winter Period, beginning November 1, until the Non-Critical Care customer satisfies all four of the conditions above, or until the end of the Winter period (March 31st). A Critical Care customer must satisfy conditions (1) and (4) above to avoid the Non-Compliance charge in subsequent Winter Periods. Customers being charged under this provision will not also be charged under provisions (1) or (3) of this section.

In addition to abiding by the conditions above, all customers must continue to comply with all requirements of this Service Classification.

(Service Classification No. 9 - Continued on Leaf No. 317)

SERVICE CLASSIFICATION NO. 9 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions – Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible, Off-Peak Firm and Power Generation Customers - Continued

The Customer shall permit Company representatives access to the Customer's premises at any time without prior notice to inspect the Customer's facilities and equipment to:

(1) determine whether the Customer is using gas during a service interruption, or

(2) verify the accuracy of the meter or the condition of the remote monitoring equipment or alternate fuel or alternate energy equipment.

This inspection shall not satisfy the Customer's obligation to notify the Company of any condition that would prevent the required interruption of gas service and shall not exempt the Customer from any applicable Charges for Unauthorized Use or other charges or surcharges.

(E) Customer Responsibility

Interruptible and Off-Peak Firm Customers with dual-fuel equipment must maintain (i) operable dual-fuel facilities and associated communication equipment and (ii) fuel reserves for use in such dual-fuel facilities in accordance with Miscellaneous Provision D of this Service Classification, including replenishing such fuel inventory during and after an interruption, to the extent necessary, that together are adequate to enable the Customer to operate satisfactorily those facilities without gas whenever and so long as service under this Service Classification is interrupted.

Interruptible and Off-Peak Firm Customers with equipment that operates solely on gas must maintain (i) alternate energy facilities and associated communication equipment, and (ii) alternate energy reserves for such facilities in accordance with Miscellaneous Provision D of this Service Classification, including acquiring additional energy reserves during and after an interruption to the extent necessary, that together are adequate to supply the energy requirements of the premises otherwise supplied directly or indirectly by the gas-fired equipment whenever and so long as service under this Service Classification is interrupted.

Effective January 1, 2017, the Company implemented the daily communications protocol and customer affidavit requirements established in the Commission's December 16, 2016 Order in Case 15-G-0185 as it relates to this Service Classification and as further described in the Company's Sales and Transportation Operating Procedures ("GTOP").

All customers taking service under this Service Classification must submit to the Company, by October 1 of each year, a signed affidavit, in the form included in the Company's Sales and Transportation Operating Procedures. A Customer that fails to submit a signed affidavit by the close of business day on October 1, or by the close of business of the following business day if October 1 falls on a weekend or holiday, will be subject to the Daily Penalty Charge, as described under (J)(13) in the Rates Section of this Service Classification.

(Service Classification No. 9 - Continued on Leaf No. 318)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(E) Customer Responsibility for Equipment - Continued

Power Generation Customers must maintain operable Emergency Low Gas Inlet Pressure Trip Switch, Gas Telemetry Equipment, and any other equipment the Company deems necessary to provide service. Interruptible and Off-Peak Firm Customers who have elected the Shut-Down Option will not be subject to the requirements of this section except that they will be required to maintain communication equipment.

The Company assumes no responsibility for the adequacy of any dual-fuel or alternate energy facilities and shall not be liable for any loss, damage, or expense, direct or indirect, which may be incurred by the Customer or others in connection with or as a result of any curtailment, interruption, or discontinuation of gas service, unless there is a separate agreement between the Customer and the Company that establishes such responsibility.

(F) Prepayment for Facilities

(1) Applicable to Requests for Interruptible or Off-Peak Firm Service

An applicant for new service or a Service Classification Nos. 1, 2, 3, or 13 Customer transferring to this service and requiring additional facilities shall pay in advance the costs to be incurred by the Company covering:

(a) provision and installation of metering and communication equipment as specified by the Company, and

(b) all main extensions or reinforcements, service pipes, service connections, and other facilities in any street, avenue, road, or way as may be or were necessary to render service; except:
  (i) Minimum Charge revenues for the contract term of an Off-Peak Firm Customer applying for service on or after March 1, 2014 will be used to offset all or a portion of the Customer's cost responsibility; or
  (ii) to the extent the Customer qualifies for one of the Company's incentive programs in effect at the time of the Customer's application for service under this Service Classification.

A Service Classification Nos. 1, 2, 3, or 13 Customer transferring to this service after taking firm sales service for less than five years, may in the Company's sole discretion, be required to pay all or a portion of the facility costs previously incurred for the Customer. For Off-Peak Firm Customers applying for service on or after March 1, 2014, Minimum Charge revenues for the Customer's contract term may be used to offset all or a portion of such cost responsibility.

(Service Classification No. 9 - Continued on Leaf No. 319)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(F) Prepayment for Facilities - Continued

(1) **Applicable to Requests for Interruptible or Off-Peak Firm Service - Continued**

The Company shall not be liable in any respect for delays in the completion of such construction, absent gross negligence or willful misconduct on its part.

The Company offers various customer incentive programs to applicants for new service that, among other things, help the applicant defray the cost of new facilities required to provide service. These programs include, but are not limited to, cash incentives, loans, leases, and project management. The terms and conditions of current programs are set forth in the Company's Sales and Transportation Operating Procedures.

The Customer is required to furnish and install at its own expense all equipment and facilities described in General Rule III 5 (B) and any other equipment that the Company may require to be installed prior to the commencement of service. Interruptible and Off-Peak Firm Customers shall install and maintain a dedicated telephone line, which the Company shall use to obtain readings from automatic metering devices. At the Company's option, Firm Customers shall make available to the Company an existing or dedicated telephone line, which the Company shall use to obtain readings from automatic metering devices.

Any new or Off-Peak Firm Customer, commencing service on or after November 1, 2004, will be required to install a separate meter and have a separate account for gas used for ignition purposes, which will be billed under the applicable Firm service classification.

(2) **Applicable to Requests for Firm, CNG, or Power Generation Service**

Firm Service

An applicant for new Firm Service shall be responsible for the facility costs in accordance with Commission regulations. A converting or new Firm Transportation Customer with annual requirements of at least 35,000 therms shall be required to pay in advance the costs to be incurred by the Company for provision and installation of metering and communication equipment, as applicable.

(Service Classification No. 9 - Continued on Leaf No. 320)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 321)

..DID: 8614
..TXT: PSC NO: 9 GAS LEAF: 321
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 05/17/99 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in C. 98-G-0122 dated March 16, 1999
RECEIVED: 05/14/99 STATUS: Effective EFFECTIVE: 05/17/99

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(F) Prepayment for Facilities - Continued

(2) Applicable to Requests for Firm, CNG, or Power Generation Service - Continued

CNG Service

An applicant for new CNG Service shall be responsible for the cost of installing facilities in accordance with the agreement negotiated by the parties.

Power Generation Service

An applicant for Power Generation Transportation shall be responsible for, and required to pay in advance, all costs to initiate service associated with service lines, main extensions, measuring and regulating equipment and system reinforcements. In addition, the Customer is required to furnish and install at its own expense an Emergency Low Gas Inlet Pressure Trip Switch, Gas Telemetry Equipment and any other equipment and facilities that the Company may require to be installed prior to the commencement of service. The Company reserves the right to inspect such equipment at any time.

(G) Prohibition Against Submetering and Redistribution

Excepting CNG Customers, gas delivered to the meter, whether purchased from the Company or from another gas supplier, is for the Customer's own use, and may not be submetered, resold, redistributed, or otherwise disposed of to any other person, unless submetering or redistribution is otherwise permitted under the Customer's applicable Firm Sales Service Classification. A CNG Customer may resell gas as motor vehicle fuel through Customer-owned or leased and operated compression equipment. Service may be terminated to a CNG Customer who resells or otherwise redistributes gas for use other than as a motor vehicle fuel.

(Service Classification No. 9 - Continued on Leaf No. 322.0)

..DID: 17813
..TXT: PSC NO: 9 GAS LEAF: 322
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 2
INITIAL EFFECTIVE DATE: 12/01/01 SUPERSEDING REVISION: 1
STAMPS: Issued in Compliance with Commission Order in C. 01-G-1092 dated 11/28
RECEIVED: 11/30/01 STATUS: Effective EFFECTIVE: 12/01/01

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(H) Warranty of Title

The Customer warrants that it shall, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances, and claims whatsoever. The Customer shall indemnify the Company 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 the Company for transportation.

(I) Control and Possession

As between the Customer and the Company, the Company shall be deemed to be in control and possession of the gas to be transported upon receipt of such gas at the Receipt Point and until it has been delivered to the Customer. The Customer shall be deemed to be in control and possession of the gas prior to such receipt by the Company and after such delivery to the Customer.

(J) Company's Sales and Transportation Operating Procedures

All Customers taking service under this Service Classification shall be subject to the requirements set forth in the Con Edison Sales and Transportation Operating Procedures ("Operating Procedures"), as the same may be amended, modified, or superseded from time to time. Changes to the Operating Procedures shall become effective thirty days afer providing notice of such changes to the Staff of the Public Service Commission ("Commission Staff") and all Marketers and Direct Customers. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than 30 days' notice. In the event of a conflict between the Operating Procedures and the Rate Schedule, the Rate Schedule shall govern.

(Service Classification No. 9 - Continued on Leaf No. 323.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003**
(Name of Officer, Title, Address)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(J) Company's Sales and Transportation Operating Procedures - Continued

A copy of the Company's Sales and Transportation Operating Procedures is available through the Con Edison Gas Internet Bulletin Board or other electronic format. The Company's Sales and Transportation Operating Procedures, and any proposed revisions, will also be made available to any Seller, Service Classification No. 9 Customer or Customer's agent upon request.

(K) General Information

The additional rules, regulations, terms and conditions in General Information Sections I-V and VIII, inclusive, are applicable to and made a part of all Company agreements for transportation service, to the extent not inconsistent with the provisions of this Service Classification or the terms of any individually-negotiated agreement.

Electric private generation facilities connected in parallel with the Company’s electric distribution system will be interconnected as described in the Company’s Schedule for Electricity, P.S.C. No. 10.

(Service Classification No. 9 - Continued on Leaf No. 324)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(L) Filing Requirements

(1) Statement of Rates

The Company shall file monthly with the Commission a statement, effective on the first calendar day of the month, showing the adjustments to Base Rates for Firm Service, the rate(s) and eligibility requirements for Interruptible Service, the rates for Off-Peak Firm Service. The statement shall be filed at least two (2) business days prior to the effective date of the rate, except where Customers are given actual notice of the new rate(s).

When the Interruptible or Off-Peak Firm Rate(s) changes on other than the first day of a month, the Company shall file with the Commission, not more than two (2) business days after the effective date, a statement showing the change(s), which shall remain in effect for the remainder of the month unless changed again.

The interruptible tranportation statement shall also include the currently effective Charges for Unauthorized Use, the Capacity Release Service rate, and the loss factor.

(2) Statement of Balancing Service Charges and Statement of Monthly Cashout Credits and Charges

All currently effective rates and charges, other than monthly cashout credits and surcharges for all Balancing Services applicable to this Service Classification shall be set forth on the "Statement of Balancing Service Charges". The Company will review the charges periodically and may adjust them to reflect changes in the Company's costs. Monthly cashout credits and charges applicable to the Daily Delivery Service and the Monthly Balancing Service shall be set forth on the "Statement of Monthly Cashout Credits and Charges".

The statements will be filed with the Public Service Commission and will be available at customer service centers.

(Service Classification No. 9 - Continued on Leaf No. 325)

..DID: 6320
..TXT: PSC NO: 9 GAS LEAF: 325
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(L) Filing Requirements - Continued

(3) ***Proration of Rates and Charges***

The rates and charges for Firm Service shall apply to all service provided on or after the effective date of the rate change. Where a bill includes periods before and on after the effective date of the rate change, the rates and charges applicable will be prorated based on the number of days of service rendered before and after the effective date related to the number of days in the billing period.

(4) ***Negotiated Terms***

All negotiated terms will be set forth in a written agreement signed by the Company and the Customer. The Company shall file with the Commission:

(a) each agreement, and

(b) the following terms of each agreement as an addendum to this Service Classification, within 60 days after the service-commencement date:

(i) The town and county in which the Customer's facility is located
(ii) Quantity
(iii) Term
(iv) Rate
(v) Character of service

The Company shall request protected status under the Commission's trade secret regulations for each written agreement.

(Service Classification No. 9 - Continued on Leaf No. 326.0)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(M) Applicable Riders

(1) Rider A - ("Continuance of Agreement for Service by Receiver, Trustee, or Like Officer of Court").

(2) Rider B - ("Conjunctional Billing") for any SC 2, 3 or 9 Customer, religious corporation or association under SC 1, or veterans' organization under SC 1 converting to Firm Service under this Service Classification who receives Service Classification Nos. 1, 2, or 3 service under Rider B.

(3) Rider C - ("Intercommunicating Buildings") for any Service Classification No. 2 or 3 Customer and religious corporation or association under Service Classification No. 1, or veterans' organization under SC 1 converting to Firm Service under this Service Classification who receives Service Classification Nos. 1, 2, or 3 service under Rider C.

(4) Rider D - “Excelsior Jobs Program” – Service Classification Nos. 2 and 9 (for an explanation of Rider D, see Leaf No. 125).

(5) Rider E - “Low Income Program” - Service Classification Nos. 1, 3 and 9 (see General Information Section VI).

(6) Rider F - “Enhanced Energy Affordability Program” – Service Classification Nos. 1, 3 and 9 (for an explanation of Rider F, see Leaf No. 132).

(7) Rider G - RESERVED FOR FUTURE USE

(8) Rider H - “Distributed Generation Rate” (for an explanation of Rider H, see Leaf No. 154.1).

(9) Rider I - RESERVED FOR FUTURE USE

(10) Rider J - “Residential Distributed Generation Rate” (for explanation of Rider J, see Leaf No. 154.20).

(N) Application Forms

An applicant for service may be required to complete either the residential or nonresidential form for service, included in General Information Section XI 1 and 2, and any other form(s) required by and included in the Company's Sales and Transportation Operating Procedures.

(Service Classification No. 9 - Continued on Leaf No. 326.1)

SERVICE CLASSIFICATION NO. 9 - Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(O) On-site Meter Reading Fee

An on-site meter reading is an actual reading at an SC 9 Customer's premises on the regularly scheduled meter reading date in the event that the Customer's communication equipment used for remote communications is not operational. Where an on-site meter reading is required, the charge will be $19.00. The fee will not be assessed on SC 9 customers whose communication equipment is maintained by the Company or SC 9 Customers with AMI metering equipment.

(P) Special Meter Reading Fee

Where a Customer or Marketer requests a special meter reading for an SC 9 Customer, the charge will be $19.00 per Customer account per visit.

A special meter reading is a meter reading at the Customer's premises performed on a date that is different from the customer's regularly scheduled meter reading date. Special meter readings must be scheduled two business days before the special meter reading date.

The Company will complete a meter reading requested by a Residential Customer upon discontinuance of utility service in accordance with the provisions of Public Service Law §39.4, and such customer will be charged the $19.00 fee, subject to the following:

(1) Upon receipt of either oral or written notification from the Residential Customer that the Customer will be discontinuing gas service, the Company shall notify such Customer of their right to an actual meter reading;

(2) The Company shall attempt to read the meter within 48 hours of such request for termination on discontinuation of gas service to a Residential Rustomer, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading;

(3) The Company shall not be required to provide a meter reading during a holiday or non-work day, but shall instead provide such meter reading on the next workday;

(4) The Company shall only charge a customer one special meter reading fee for reading both meters should the Customer request final meter readings for both electric and gas service; and

(5) The Company will not charge a meter reading fee to a Residential Customer where the Company has the ability to read the customer’s meter without sending personnel to the Customer’s premises.

(Service Classification No. 9 - Continued on Leaf No. 327)

SERVICE CLASSIFICATION NO. 12

DUAL-FUEL SALES SERVICE (DFSS)

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(Service Classification No. 12 - Continued on Leaf No. 328)

..DID: 13039
..TXT: PSC NO: 9 GAS LEAF: 328
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/00 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 00-G-0996 dated August 24, 200
RECEIVED: 09/05/00 STATUS: Effective EFFECTIVE: 10/01/00

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

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(I) Prohibition Against Submetering or Redistribution

(J) Filing Requirements

(K) Applicable Riders

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(Service Classification No. 12 - Continued on Leaf No. 329.0)

Issued By: **Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003**
(Name of Officer, Title, Address)

SERVICE CLASSIFICATION NO. 12 – Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Availability of Service

Service shall be provided in accordance with the terms of this Service Classification for any use of gas by a Customer who:

(1) maintains operable dual-fuel facilities capable of supplying the entire requirements of the equipment (except for air-conditioning equipment) with gas or an alternate fuel, or can utilize electricity or another energy source to supply the energy requirements of the premises otherwise supplied directly or indirectly by gas,

(2) agrees to switch its equipment from gas to an alternate fuel or alternate energy source and maintains appropriate control devices, in accordance with the Company's Gas Sales and Transportation Operating Procedures, and

(3) meets the requirements of this Service Classification, the Company's Gas Sales and Transportation Operating Procedures, and other applicable provisions of this Rate Schedule.

Requirements (1) and (2) above do not apply to Customers taking service under the Shut-Down Option. Requirements (1) and (2) above, as well as the requirement to submit to the Company a signed affidavit by October 1 of each year, do not apply to Residential Customers, with a maximum of four dwelling units, who request gas service for the purpose of supplying an emergency electric generator as specified under General Information Section III.3.(H).

Applications under this Service Classification shall not be accepted where the Company determines, in its sole discretion that the requirements of existing Customers and Company gas use may not leave sufficient gas available for use by others.

Character of Service

(A) Interruptible (Rate 1):

Sales of gas at the Customer's meter shall be interruptible by means of notification by the Company. A Customer shall curtail the use of gas, at any time the Company deems necessary, upon notice given to the Customer in accordance with the Company's Gas Sales and Transportation Operating Procedures.

(Service Classification No. 12 - Continued on Leaf No. 330)

SERVICE CLASSIFICATION NO. 12 – Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Character of Service - Continued

(B) Off-Peak Firm (Rate 2):

Off-peak firm sales of gas for a minimum of 335 days during each annual period commencing November 1 for any Customer whose estimated annual use of gas is 1,000,000 therms or greater, determined in accordance with the Company's Gas Sales and Transportation Operating Procedures.

The Company may, in its sole discretion, curtail or interrupt service for up to 30 consecutive or nonconsecutive days during each Winter Period, which is defined as beginning on November 1 and ending the following March 31. If service commences on other than November 1 during a Winter Period, the Customer shall be subject to interruption with all Rate 2 Customers during that Winter Period and all subsequent Winter Periods, whether or not the total number of days of interruption during that initial Winter Period and the partial Winter Period at the end of the Customer's term of service exceeds 30 days. An interruption for all or part(s) of a day shall be considered as one day of interruption.

(Service Classification No. 12 - Continued on Leaf No. 331)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Character of Service - Continued

(C) Monthly Elections:

A Service Classification No. 12 Customer who is also a Service Classification No. 9 Interruptible or Off-Peak Firm transportation customer shall notify the Company in advance of each month, in accordance with the Company's Sales and Transportation Operating Procedures, whether it elects for the entire following calendar month to receive:

(1) Service Classification No. 12 Sales Service; or

(2) Service Classification No. 9 Transportation Service.

A Customer who fails to make a timely election shall be deemed to have elected sales service, unless the Customer previously advised the Company in writing that transportation service should be its default service.

Rates

Any of the following rates or charges described but not shown shall be set forth on a statement filed with the Commission.

(A) Interruptible Base Rate (Rate 1):

(1) Posted Rates:

Customers will be subject to:

	Residential	Non – Residential
Monthly Minimum Charge for Delivery of 3 therms or less:	$ 100.00	$ 100.00
For the next 87 therms	$ 1.0692 per therm	$ 0.8584 per therm
For the next 2,910 therms	$ 0.8905 per therm	$ 0.7092 per therm
For excess over 3,000 therms	$ 0.7599 per therm	$ 0.5647 per therm

(Service Classification No. 12 - Continued on Leaf No. 332)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(A) Interruptible Base Rate (Rate 1) - Continued

(1) Posted Rates – Continued

The base delivery rates shall be posted on a monthly basis, on the Statement of Rate for Service Classification No. 12. The base commodity rate shall also be posted on a monthy basis, on the Statement of Rate for Service Classification No. 12 and shall include components reflecting the commodity cost of gas (inclusive of volumetric pipeline charges and surcharges), and a contribution to the Company's pipeline fixed charges. The Company may increase or decrease the supply related rate level(s), at its sole discretion, at any time during the month upon notice to the Customer given in accordance with the Company's Sales and Transportation Operating Procedures.

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(Service Classification No. 12 - Continued on Leaf No. 333)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(A) Interruptible Base Rate (Rate 1) - Continued

(2) Negotiated Rates:

The Company may, at its sole discretion, individually negotiate a separate rate with a Customer who can demonstrate, to the Company's satisfaction, that it has energy alternatives at a cost below or rate requirements that differ from the applicable posted rates.

(B) Off-Peak Firm Rate (Rate 2):

The Company shall establish a commodity rate effective on the first calendar day of each month. The commodity rate will be determined at the sole discretion of the Company. On the fourth business day prior to the first day of the following month, the Customer shall be notified by the Company of the new monthly Citygate sales rate through the use of the Internet, by fax document, by telephone or other electronic medium. By 5:00 PM of the next business day, the Customer must elect sales service or transportation service for the entire following calendar month. The Company, at its discretion, may post subsequent prices that differ from the initial price, the last of which shall be posted no later than 4:00 PM of the third business day before the end of the month. Customers may lock into any price offered by the Company until 11:00 AM of the second business day as described in the Company's Sales and Transportation Operating Procedures. Once the Customer locks into a price, that price will be unaffected by any price posted thereafter.

The Company may reduce the rate at any time during the month upon notice to the Customer given in accordance with the Company's Sales and Transportation Operating Procedures. In such event, Customers that elected transportation service for that month shall have the option, subject to the availability of gas supply, to elect sales service for the balance of that month.

The commodity rate shall consist of components reflecting the commodity cost of gas (inclusive of volumetric pipeline charges and surcharges) and a contribution to the Company's pipeline fixed charges.

(Service Classification No. 12 - Continued on Leaf No. 334)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(B) Off-Peak Firm Rate (Rate 2) - Continued

The delivery rates for Customers being served under contracts entered into on or after January 1, 2019, for one, two, or three year contracts shall be $0.0875 per therm until these contracts expire. The applicable rate shall be reduced by $0.01 per therm for monthly usage in excess of 500,000 therms.

The Customer and the Company may agree upon a rate equal to or greater than the prevailing contract rate per therm for a term greater than three years, which, subject to the agreement of the parties, may or may not be subject to a $0.01 per therm reduction for usage in excess of 500,000 therms.

The pipeline fixed charge component and the local distribution charge may be discounted, at the sole discretion of the Company. During the months of April through October, pipeline fixed charges shall be discounted before the local distribution charge. During the months of November through March, the local distribution charge shall be discounted before the pipeline fixed charges.

The Company, subject to the terms set forth in the Company's Operating Procedures, will consider a request from a Customer that has an estimated annual gas usage of 3,000,000 therms or greater to negotiate a local distribution rate other than the local distribution rates set forth above. Any such negotiated rate will be fixed for a term of no less than three consecutive calendar months, provided however that the Customer will continue to be subject to the full minimum charge as set forth in Rate Provision (C) of this Service Classification.

(Service Classification No. 12 - Continued on Leaf No. 335

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(B) Off-Peak Firm Rate (Rate 2) – Continued

If a Customer, not served under a negotiated local distribution rate, fails to provide the Company written notice of intent to continue Off-Peak Firm Service for a one, two or three-year term or to continue service under a different service classification, and service continues beyond the Primary term elected by the Customer, the Company shall charge the local distribution rate applicable to a one-year Primary Term for each successive one-year term until the Customer elects a different term.

If service is interrupted in excess of 30 days (for reasons not resulting from emergencies threatening the integrity of the Company's system or causes beyond the Company's control), the Company shall, upon receiving a valid receipt from the Customer reflecting its purchase of an alternate fuel or alternate energy during the curtailment period, have the option of:

(1) crediting the Customer's account with an amount equal to the product of:

(a) the number of therms of replacement fuel or the amount of alternative energy used by the Customer on those additional days; and

(b) the amount by which the valid price of replacement fuel or alternate energy exceeds the rate in effect during the curtailment period; or

(2) providing replacement fuel from the Company's fuel suppliers.

(C) Minimum Charge (per month):

Rate 2 is subject to a minimum charge per month equal to the product of:
(1) the applicable local distribution rates set forth in Rate Provision B of this Service Classification;
(2) 50% of the Annual Quantity of gas requested in the Service Application divided by 365 days; and
(3) the number of days (approximately 30) in the billing period.

The Customer shall also be subject to all other rates, charges and adjustments as set forth in this Service Classification.

(Service Classification No. 12 - Continued on Leaf No. 336)

SERVICE CLASSIFICATION NO. 12 – Continued

DUAL-FUEL SALES SERVICE (DFSS) – Continued

Rates - Continued

(C) Minimum Charge (per month) - Continued

Off-Peak Firm Customers taking Off-Peak Firm Service under Service Classification No. 9 shall receive credit for volumes taken under that Service Classification during the billing period.

Charges for Unauthorized Gas Use, Charges for Non-Compliance, Daily Penalty Charges and balancing charges, including other charges and surcharges to base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule, shall not be credited against the minimum charge.

An Off-Peak Firm Customer taking service under a negotiated local distribution rate shall be subject to the above-described minimum charge. The applicable local distribution Base Rate used in computing the minimum charge for such Off-Peak Firm Customer is the non-negotiated local distribution Base Rate set forth in Rate Provision B of this Service Classification for the applicable term of service (with a $0.01 per therm reduction off such rates for usage over 500,000 therms per month). Any terms of payment of such minimum charges which differ from this Service Classification will be set forth in an agreement negotiated between the Customer and the Company.

Annual Reconciliation:
If a Customer incurs a minimum charge in any month(s) but the quantity of service taken in the Annual Period is equal to or greater than 1/2 of the Annual Quantity (exclusive of the allowance for losses), the Company shall refund all minimum charges paid in excess of the amounts applicable to the quantity of service taken in the shortfall months. If the quantity of service taken in the Annual Period is less than 1/2 of the Annual Quantity, the Company shall refund so much of the minimum charges paid in the shortfall months as exceed the amount payable for 1/2 of the Customer's Annual Quantity. The Annual Period is the 12 months beginning with the month in which the Customer first receives service under this Service Classification and each succeeding 12-month period. This calculation shall exclude any Charges for Unauthorized Use, Charges for Non-Compliance, Daily Penalty Charges, and balancing charges, including other charges and surcharges to the base rates set forth in this service classification related to a Customer's failure to comply with any of these provisions of this service classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule.

For an Off-Peak Firm Customer taking service under a negotiated local distribution rate, the annual reconciliation described above will be performed only to the extent of excess minimum charges paid at the non-negotiated local distribution Base Rates set forth in Rate Provision B of this Service Classification.

(D) Other Rates, Charges and Adjustments:

Customers shall be responsible for paying, in addition to the Base Rates and, where applicable, Minimum Charge, one or more of the following rates, charges, or adjustments to Base Rates, as applicable.

(1) Increase in Rates and Charges:

Rates 1 and 2 shall be increased by the applicable percentage, in accordance with General Information Section VIII.

(Service Classification No. 12 - Continued on Leaf No. 337)

SERVICE CLASSIFICATION NO. 12 – Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(D) Other Rates, Charges and Adjustments - Continued

(2) Charges for Unauthorized Use:

A Customer (i) taking service under Rate 1 or 2 who does not switch from the use of gas to an alternate fuel or alternate energy source or (ii) who has elected the Shut-Down Option but does not shut down operations, when notice in each case is given in accordance with the Company's Gas Sales and Transportation Operating Procedures, shall be subject to a charge for Unauthorized Use equal to the lower of: (i) Two times the sum of the market gas price as determined in accordance with the Company's Gas Sales and Transportation Operating Procedures Manual plus the applicable Interruptible or Off-Peak Firm transportation rate; or (ii) Nine times the applicable Interruptible or Off-Peak Firm sales rate applied to all gas consumed in excess of 2 therms per hour during the hours of interruption.

(Service Classification No. 12 - Continued on Leaf No. 338)

Effective date postponed to 12/01/2019. See Supplement No. 90.

SERVICE CLASSIFICATION NO. 12 - Continued
DUAL-FUEL SALES SERVICE (DFSS) - Continued

Rates - Continued

(D) Other Rates, Charges and Adjustments - Continued

(3) Reserved for Future Use

(4) Pipeline Transition Cost Surcharge:

An Off-Peak Firm Customer shall pay a Transition Cost Charge per therm to recover Order No. 636 transition costs.

(5) Charge for Non-Compliance ("Non-Compliance Charge"):

The Charges for Non-Compliance for Interruptible, Off-Peak Firm Customers, including Contract Interruptible or Off-Peak Firm Industrial Customers, are as described in (J)(11) of the Rates Section under Service Classification No. 9.

(6) Daily Penalty Charge:

Commencing December 1, 2019, and each November 1 thereafter, Interruptible and Off-Peak Firm Customers, including Contract Interruptible and Off-Peak Firm Industrial Customers, will be charged a daily penalty charge for failing to return a signed affidavit by the close of business on October 1, or by the close of business on the following business day if October 1 falls on a weekend or holiday, as specified under Miscellaneous Provision (E) of this Service Classification.

Charges for Unauthorized Use, and other charges and surcharges to Rate 1 and 2 Customers, will be increased by the applicable Increase in Rates and Charges.

(Service Classification No. 12 - Continued on Leaf No. 339)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) – Continued

Miscellaneous Provisions

(A) Term of Service:

Rate 1:
One year from the date of commencement of service and for successive annual terms thereafter, except as provided below. Service is terminable by the Customer upon at least 90 days' prior written notice, effective at the end of the annual term, and by the Company in accordance with law or this Rate Schedule. For any Customer paying a negotiated rate, the term shall be set forth in the Service Agreement.

Rate 2:
One (except as provided below), two, or three years from the date of commencement of service hereunder ("Primary Term"), and for successive annual terms unless the Customer elects a two or three year term upon written notice given at least 90 days prior to the expiration of the Primary Term or any successive term. Service is terminable by the Customer upon at least 90 days prior written notice, effective at the end of the Primary Term or any successive term, and by the Company in accordance with law or the provisions of this Rate Schedule.

(Service Classification No. 12 - Continued on Leaf No. 340)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions – Continued

(A) Term of Service: Continued

Exceptions:

If the Customer qualifies for one of Company's incentive programs in effect at the time of the Customer's application for service under this Service Classification, the primary term shall be consistent with the terms of any such incentive.

If a Rate 2 Customer does not elect to take service under this Service Classification for at least 1/3 of the months during its term of service, the Customer must reapply for service at the end of that term of service as a new Customer.

(B) Switching Service Classifications:

Except as otherwise provided for under Miscellaneous Provision (D) of this Service Classification, for an agreement that is not renewed or extended, a Customer may apply, as a new Customer, for service under any other service offered by the Company for which the Customer may be eligible at the time of such application, effective on the later of the Company's acceptance of such application and the expiration of the Service Classification No. 12 agreement. Absent the Company's acceptance of an application for such new service, the Customer shall have no right to be supplied with gas by the Company, and the Company shall have the right to lock, disconnect, and/or remove any of its facilities through which the Customer could receive service.

(C) Terms of Payment and Billing:

(1) Net cash on presentation of bill, subject to a late payment charge in accordance with General Rule III 8(L), or such other terms specified in an agreement between the Customer and the Company for a negotiated rate.

(2) Bills may be based on a reading obtained from an automatic metering device(s) using a dedicated telephone line installed and maintained by the Customer. If there is a change in the applicable rate effective on a day other than the first day of the month, the Company shall attempt to obtain a meter reading on the effective date of the new rate.

(Service Classification No. 12 - Continued on Leaf No. 341.0)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible and Off-Peak Firm Customers:

Gas service under this Service Classification is subject to interruption in accordance with General Rule III 14 and the Company's Sales and Transportation Operating Procedures.

Service may also be interrupted for all or a portion of a day if necessary for the Company to perform work on its facilities, including testing that the Interruptible or Off-Peak Firm Customer's alternate fuel or alternate energy facilities and associated phone lines and communications equipment are operable.

The Customer shall immediately: (1) notify the Company of any condition that would prevent the required interruption of gas service, including preventing the Interruptible or Off-Peak Firm Customer from using its alternate fuel or alternate energy facilities or preventing the Company from determining whether the Customer is using gas during an interruption; (2) take immediate action to correct such conditions; and (3) notify the Company when any such conditions have been corrected. Except as otherwise set forth in this Service Classification or provided in the Company's Sales and Transportation Operating Procedures, such notification shall not exempt the Customer from any applicable Charges for Unauthorized Use, Charges for Non-Compliance, Daily Penalty Charges and other applicable charges and surcharges.

(Service Classification No. 12 - Continued on Leaf No. 341.1)

Effective date postponed to 12/01/2019. See Supplement No. 90.

SERVICE CLASSIFICATION NO. 12 – Continued

TRANSPORTATION SERVICE - Continued

Miscellaneous Provisions - Continued

(D) Interruptions of Service and Reserve Requirements for Interruptible and Off-Peak Firm Customers- Continued

Interruptible and Off-Peak Firm Customers must conform to the following additional requirements. All Customers taking service under this Service Classification must submit to the Company by the close of business on October 1, or by close of business on the following business day if October 1 falls on a weekend or holiday, a signed affidavit, as referenced in the Company's Sales and Transportation Operating Procedures. By October 1 of each year, Customers are required to demonstrate to the Company that by November 1 of that year they will have adequate reserves of their alternate fuel or energy source based on each Customer's peak Winter Period requirements.

Process load Customers may elect to comply with Company-initiated interruptions of service by shutting down their operations in lieu of maintaining an alternate fuel supply/energy source and meeting the alternate fuel reserve requirement ("Shut-Down Option"). For purposes of this provision, process load Customers are Customers that: a) use gas predominantly for manufacturing or other industrial purposes; b) can withstand a suspension of such manufacturing or industrial operations for the duration of an interruption; and c) can shut down such operations in the time frame required under this Service Classification upon notice by the Company of a period of interruption. Customers ineligible for the Shut-Down Option include, but are not limited to: Human Needs Customers Critical Care Customers, schools, non-residential Customers using gas primarily for space heating purposes, and electric generators. A Customer electing this option must submit to the Company, by October 1 of each year, a signed affidavit form which may be found in the Company's Gas Sales and Transportation Operating Procedures, attesting to the Customer's commitment to shut down operations during periods of interruption. If a Customer taking service under this option fails to interrupt its use of gas and shut down its operation during a period of interruption, the Company may, at its sole discretion, physically shut down the Customer's gas service. In addition to any other applicable charges under this Service Classification associated with such failure to interrupt, the Customer must reimburse the Company for any costs incurred to perform the physical shutdown.

A Customer who does not elect the Shut-Down Option may meet the reserve requirement through a combination of on-site storage capacity and by providing satisfactory proof to the Company that a relationship exists with the alternate fuel or energy provider to supply the Customer with the additional amount required to meet the Customer's reserve requirement. Interruptible or Off-Peak Firm Customers whose alternate fuel is distillate fuel or use gas for Human Needs purposes must have a ten-day reserve. A Power Generation Customer or Contract Interruptible or Off-Peak Firm Industrial Customer, as defined in the Definition section of Service Classification No. 9, whose alternate fuel is distillate fuel must have a five-day reserve. Other Interruptible or Off-Peak Firm Customers must maintain reserve levels acceptable to the Company. A new Interruptible or Off-Peak Firm Customer with alternate fuel (as opposed to alternate energy) capability, commencing service under this Service Classification on and after November 1, 2001, must have, as part of its applicable reserve requirement, three days or more of on-site inventory, based upon the Customer's peak winter period requirements, as more specifically provided in the Company's Gas Sales and Transportation Operating Procedures Manual. Customers that fail to conform to the above stated reserve requirements, or who have inoperable dual-fuel equipment, will be subject to the Unauthorized Use Charge, or the Non-Compliance Charge, as applicable:

(Service Classification No. 12- Continued on Leaf No. 341.2)

SERVICE CLASSIFICATION NO. 12 - Continued
DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(D) Interruption of Service and Reserve Requirements For Interruptible and Off-Peak Firm Customers: - Continued

(1) Interruptible or Off-Peak Firm Customers, including Contract Interruptible of Off-Peak Firm Industrial Customers, with inadequate alternate fuel or energy reserves who fail to interrupt gas service at any time during the first five or ten days of interruption in any Winter Period, as applicable, may be billed the Non-Compliance Charge, as described in (D)(5) of the Rates Section of this Service Classification and (J)(11) of the Rates Section under Service Classification No.9 The charge shall be applied to all gas consumed during the billing period in which there is non-compliance with the interruption and for any subsequent billing periods during which non-compliance continues. Any Interruptible or Off-Peak Firm Customer with inadequate alternate fuel or energy reserves or inventory as of November 1 of each year will similarly be subject to the above charges.

(2) Customers with inoperable dual-fuel facilities, including associated Customer-installed phone lines, will be entitled to a forty-eight (48) hour grace period to correct the condition, after which time they will be billed the Non-Compliance Charge, as described in (D)(5) of the Rates Section of this Service Classification and (J)(11) of the Rates Section under Service Classification No.9.

Failure to interrupt the use of gas during an interruption will be counted as a violation under the Two-Violation Rule.

Two-Violation Rule: For each Winter Period, an interruptible or Off-Peak Firm Customer, including Contract Interruptible, and Off-Peak Firm Industrial will incur a violation if the customer fails to fully interrupt its use of gas at any time during an interruption, including any planned interruptions or Reliability Performance Test (except for any permitted use of gas for ignition purposes).

“Reliability Performance Test” shall mean a test, conducted in the month of January, of an interruptible customer’s ability to switch from gas to alternate fuel or cease using gas within 24 hours of receiving notice from the Company.

If a customer’s second failure to interrupt occurs within 48 hours of an initial violation, the second failure will not be considered a second violation. If a failure to interrupt is due to failure of Company-owned equipment that is not attributable to the customer, the failure to interrupt will not be considered a violation.

(Service Classification No. 12 - Continued on Leaf No. 341.3

SERVICE CLASSIFICATION NO. 12 - Continued
DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions – Continued

(D) Interruption of Service and Reserve Requirements For Interruptible and Off-Peak Firm Customers – Continued

A Customer's failure to interrupt its use of gas due to inoperable dual-fuel facilities (excluding, for purposes of this paragraph, associated Customer-installed phone lines) counts as a violation towards the above-described two-violation rule except as follows. During each Winter Period, a customer's failure to interrupt the use of gas during a planned interruption or Reliability Performance Test due to documented inoperable dual-fuel facilities will not be counted as a violation provided that the Customer (i) notifies the Company within one hour of the failure of its equipment; (ii) repairs and makes operable its dual-fuel equipment within forty-eight (48) hours of the equipment's failure; and (iii) provides the Company with an affidavit or other sufficient documentation that it has repaired and made operable its dual-fuel equipment and immediately complies with the earlier of the ongoing interruption or a separate planned interruption. The Company will extend the 48-hour repair deadline to a period not to exceed seven (7) days provided the Customer demonstrates to the Company's satisfaction that such extension was necessary due to the unavailability of a part and its installation during such 48-hour repair period. All three conditions must be satisfied for this exception to the two-violation rule to apply. During the 48-hour repair period, or, if applicable, the extended 7-day repair period, the Customer will be subject to applicable unauthorized use charges, an alternate fuel or energy non-compliance charge, minimum charges and imbalance charges as set forth in this Service Classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule (excluding the non-compliance charge set forth on Leaf 341.2 for inoperable dual-fuel facilities provided the Customer makes operable its dual fuel facilities within the applicable repair period). If during the Winter Period, a customer interrupted the use of gas, as required, during the first planned interruption, then the customer will be granted an additional one-time waiver subject to the customer meeting all of the requirements detailed in this section. This exemption does not apply to customers taking service under the Shut-Down.

(Service Classification No. 12 - Continued on Leaf No. 341.4)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions – Continued

(D) Interruption of Service and Reserve Requirements For Interruptible and Off-Peak Firm Customers – Continued

Any Interruptible, Off-Peak Firm, Contract or Off-Peak Firm Industrial Customer, excluding any Power Generation Customer, who incurs two violations, under the Two-Violation Rule, during the current Winter Period may be subject to the Non-Compliance Charge for all gas consumed during the remainder of the current Winter Period commencing from the billing month in which the customer incurred the second violation and continuing until the end of the current Winter Period, as described under (J) (11) of the Rates Section of this Service Classification Customers being charged under this provision will not also be charged under provisions (1) or (3) of this section.
Any Non-Critical Care Customer that incurs two violations during the current Winter Period will be notified by the Company that they must apply for Firm Service. If the Company is unable to accept the Customer on Firm Service, they must satisfy the conditions below in order to avoid the Non-Compliance Charge in subsequent winter periods.

Interruptible Customers who apply for firm service are still required to comply with all the terms and conditions for interruptible service until the time they are no longer taking such service.

Any Customer(s) for whom the Company must first install additional facilities in order to render Firm service or where the Customer elects to terminate gas service and additional facilities are required for the provision of ignition fuel only, the Company will establish appropriate arrangements for the installation of such facilities.

In addition to all other remedies available to the Company, the Company reserves the right to discontinue service immediately, temporarily or permanently, to the Customer or to the premises where there is a violation or any failure to comply with any of the provisions of this Service Classification, the Company's Operating Procedures, or this Rate Schedule.

Service Classification No. 12 - Continued on Leaf No. 341.5)

SERVICE CLASSIFICATION NO. 12 - Continued
DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions – Continued

(D) Interruption of Service and Reserve Requirements For Interruptible and Off-Peak Firm Customers - Continued

Conditions Required to remain on Interruptible Service:

(1) Remediation Plan – The Customer must submit a plan to address and remedy any and all conditions which resulted in the customer incurring two violations. The remediation plan must be reviewed and approved by the Company, or the Company must inform the Customer that modifications are required, no later that 30 days following the customer's submission of the plan.

(2) Efficiency Audit – The Customer must have an efficiency audit conducted by a licensed provider of such service or demonstrate to the Company compliance with local requirements related to efficiency provisions. An energy efficiency audit performed by a licensed provider of such service within the last ten years, or demonstration of compliance with the efficiency audit requirement of Local law 87 can be used to satisfy this requirement. The customer must provide a copy of the audit to the Company or proof that the audit was conducted.

(3) Installation of Tank Monitoring Device – The Customer must install, at the Customer's expense, a tank monitoring device that alerts the customer's fuel oil supplier of tank levels, if that customer does not already have a Company-controlled automatic shut-off valve. A Customer, at their own expense, may elect to install an automatic shut off valve in lieu of a tank monitoring device.

(4) On-Site Inspection – Customers will be subject to unannounced, on-site inspections of its alternate fuel facilities to verify necessary and related compliance for interruptible service.

The Company may continue to apply the Non-Compliance Charge in each subsequent Winter Period, beginning November 1, until the Non-Critical Care customer satisfies all four of the conditions above, or until the end of the Winter Period (March 31st). A Critical Care customer must satisfy conditions (1) and (4) above to avoid the Non-Compliance charge in subsequent Winter Periods. Customers being charged under this provision will not also be charged under provisions (1) or (3) of this section.

In addition to abiding by the conditions above, all customers must continue to comply with all requirements of this Service Classification.

The Customer shall permit Company representatives access to the Customer's premises at any time without prior notice to inspect the Customer's facilities and equipment to:

(1) determine whether the Customer is using gas during a service interruption or;
(2) verify the accuracy of the meter or the condition of the temperature sensing devices, remote monitoring equipment, or alternate fuel or alternate energy equipment.

This inspection shall not satisfy the Customer's obligation to notify the Company of any condition that would prevent the required interruption of gas service and shall not exempt the Customer from any applicable Charges for Unauthorized Use, and other applicable charges and surcharges.

Service Classification No. 12 - Continued on Leaf No. 342)

SERVICE CLASSIFICATION NO. 12 - Continued
DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(E) Customer Responsibility:

Interruptible and Off-Peak Firm Customers with dual-fuel equipment must maintain (i) operable dual-fuel facilities and associated communication equipment and (ii) fuel reserves for use in such dual-fuel facilities in accordance with Miscellaneous Provision D of this Service Classification, including replenishing such fuel inventory during and after an interruption, to the extent necessary, that together are adequate to enable the Customer to operate satisfactorily those facilities without gas whenever and so long as service under this Service Classification is interrupted. A Customer with AMI metering will not be required to install and maintain associated communication equipment.

Interruptible and Off-Peak Firm Customers with equipment that operates solely on gas must maintain (i) alternate energy facilities and associated communication equipment, and (ii) alternate energy reserves for such facilities in accordance with Miscellaneous Provision D of this Service Classification, including acquiring additional energy reserves during and after an interruption to the extent necessary, that together are adequate to supply the energy requirements of the premises otherwise supplied directly or indirectly by the gas-fired equipment whenever and so long as service under this Service Classification is interrupted. A Customer with AMI metering will not be required to install and maintain associated communication equipment.

Effective January 1, 2017, the Company implemented the daily communications protocol and customer affidavit requirements established in the Commission's December 16, 2016 Order in Case 15-G-0185 as it relates to this Service Classification and as further described in the Company's Sales and Transportation Operating Procedures ("GTOP").

All customers taking service under this Service Classification must submit to the Company, by October 1 of each year, a signed affidavit, in the form included in the Company's Sales and Transportation Operating Procedures. A Customer that fails to submit a signed affidavit by the close of business on October 1, or by the following business day if October 1 falls on a weekend or holiday, will be subject to the Daily Penalty Charge, as described under (D)(6) in the Rates Section of this Service Classification and (J)(13) in the Rates Section of Service Classification No 9.

The Company assumes no responsibility for the adequacy of any dual-fuel or alternate energy facilities and shall not be liable for any loss, damage, or expense, direct or indirect, which may be incurred by the Customer or others in connection with or as a result of any curtailment, interruption, or discontinuation of gas service.

Interruptible and Off-Peak Firm Customers who have elected the Shut-Down Option will not be subject to the requirements of this section except that they will be required to maintain communication equipment. A Customer with AMI metering will not be required to install and maintain associated communication equipment.

(Service Classification No. 12 - Continued on Leaf No. 342.1)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(F) Prepayment for Facilities:

An applicant for new service or a Service Classification Nos. 1, 2, 3, or 13 Customer transferring to this Service Classification and requiring additional facilities shall pay in advance the costs to be incurred by the Company covering:

(1) provision and installation of metering and communication equipment as specified by the Company, and

(2) all main extensions or reinforcements, service pipes, service connections, and other facilities in any street, avenue, road, or way as may be or were necessary to render service;
Except:

(i) Minimum Charge revenues for the contract term of an Off-Peak Firm Customer applying for service on or after March 1, 2014 will be used to offset all or a portion of the Customer's cost responsibility; or

(ii) to the extent the Customer qualifies for one of the Company's incentive programs in effect at the time of the Customer's application for service under this Service Classification.

(Service Classification No. 12 - Continued on Leaf No. 343)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(F) Prepayment for Facilities - Continued

A Service Classification Nos. 1, 2, 3, or 13 Customer transferring to this Service Classification after taking Firm Service for less than five years may, in the Company's sole discretion, be required to pay all or a portion of the facility costs previously incurred for the Customer. For Off-Peak Firm Customers applying for service on or after March 1, 2014, Minimum Charge revenues for the Customer's contract term may be used to offset all or a portion of such cost responsibility.

The Company shall not be liable in any respect for delays in the completion of such construction, absent gross negligence or willful misconduct on its part.

The Company may offer various Customer incentive programs to applicants for new service that, among other things, help the applicant defray the cost of new facilities required to provide service. These programs include, but are not limited to, cash incentives, loans, leases, and project management. The terms and conditions of current programs are set forth in the Company's Sales and Transportation Operating Procedures.

The Customer is required to furnish and install at its own expense all equipment and facilities described in General Rule III 5(B) and any other equipment that the Company may require to be installed prior to the commencement of service. Except for Customers with AMI metering equipment, the Customer shall install and maintain a dedicated telephone line, which the Company shall use to obtain a reading from automatic metering devices.

Any new Interruptible or Off-Peak Firm Customer, commencing service on or after November 1, 2004, will be required to install a separate meter and have a separate account for gas used for ignition purposes, which will be billed under the applicable Firm service classification.

(Service Classification No. 12 - Continued on Leaf No. 344)

SERVICE CLASSIFICATION NO. 12 – Continued

DUAL- FUEL SALES SERVICE (DFSS) – Continued

(RESERVED FOR FUTURE USE)

(Service Classification No. 12 - Continued on Leaf No. 345)

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(G) Company's Sales and Transportation Operating Procedures

All Customers taking service under this Service Classification shall be subject to the requirements set forth in the Con Edison's Sales and Transportation Operating Procedures ("Operating Procedures"), as the same may be amended, modified, or superseded from time to time. Changes to the Operating Procedures shall become effective thirty days after providing notice of such changes to the Staff of the Public Service Commission ("Commission Staff") and all Marketers and Direct Customers. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than 30 days' notice. In the event of a conflict between the Operating Procedures and the Rate Schedule, the Rate Schedule shall govern.

A copy of the Operating Procedures is available at all customer service centers. The Operating Procedures, and any proposed revisions, will also be made available to any Seller, Service Classification No. 12 customer, or Customer's agent upon request.

(H) General Information:

The additional rules, regulations, terms and conditions in General Information Sections I-V and VIII, inclusive, are applicable to and made a part of all Company agreements for service under this Service Classification, to the extent not inconsistent with the provisions of this Service Classification or the terms of any individually-negotiated agreement.

(I) Prohibition Against Submetering or Redistribution:

Gas delivered to the meter, whether purchased from the Company or from another gas supplier, is for the Customer's own use, and may not be submetered, resold, redistributed, or otherwise disposed of to any other person.

(Service Classification No. 12 - Continued on Leaf No. 346.0)

..DID: 6583
..TXT: PSC NO: 9 GAS LEAF: 346
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(J) Filing Requirements:

(1) Statement of Rates:

The Company shall file monthly with the Commission a statement, effective the first calendar day of each month, showing the rates and the eligibility requirements applicable to each rate category. The statement shall be filed at least two (2) business days prior to the effective date of the rate(s), except where Customers are given actual notice of the new rate(s).

When the rate changes on other than the first day of a month, the Company shall file with the Commission, not more than two (2) business days after the effective date, a statement showing the change(s), which shall remain in effect for the remainder of the month unless changed again.

All statements shall also include the currently effective Charges for Unauthorized Use.

The statements shall be available at all customer service centers.

(2) Negotiated Terms:

All negotiated terms shall be set forth in a written agreement signed by the Company and the Customer and comply with the Public Service Commission's standards for streaming gas. The Company shall file with the Commission:

(a) each agreement, and

(b) the following terms of each agreement as an addendum to this Service Classification, within 60 days after the service-commencement date:

(Service Classification No. 12 - Continued on Leaf No. 347.0)

..DID: 6584
..TXT: PSC NO: 9 GAS LEAF: 347
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 12 - Continued

DUAL-FUEL SALES SERVICE (DFSS) - Continued

Miscellaneous Provisions - Continued

(J) Filing Requirements - Continued

(2) Negotiated Terms - Continued

(i) The town and county in which the Customer's facility is located
(ii) Quantity
(iii) Term
(iv) Rate
(v) Character of service

The Company shall request protected status under the Commission's trade secret regulations for each written agreement.

(K) Applicable Riders:

Rider A ("Continuance of Agreement for Service by Receiver, Trustee, or Like Officer of Court") is applicable to service supplied under this Service Classification (for an explanation of Rider A, see Leaf No. 119.0).

(L) Application Forms:

An applicant for service shall complete either the residential or nonresidential form for service, included in General Information Section XI, and any other form(s) required by and included in the Company's Sales and Transportation Operating Procedures.

..DID: 6585
..TXT: PSC NO: 9 GAS LEAF: 348
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 13

SEASONAL OFF-PEAK FIRM SALES SERVICE

Availability of Service

Service is available under this Service Classification to Customers who meet the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and the other applicable provisions of this Rate Schedule.

Gas used during the period April 1 through October 31, inclusive, provided:

(1) the service is separately metered; and

(2) the equipment supplied with gas under this Service Classification is not supplied with gas under another sales Service Classification.

A Customer that transfers from this Service Classification to another firm sales service classification for which it is eligible will not be eligible for service under this Service Classification for a period of three years from the date of such transfer.

Applications for service under this Service Classification may not be accepted where:

(1) the quantity of gas to be supplied hereunder cannot be delivered to the Customer's location absent the installation of additional facilities (see General Provision (C) of this Service Classification).

(Service Classification No. 13 - Continued on Leaf No. 349.0)

SERVICE CLASSIFICATION NO. 13 - Continued

SEASONAL OFF-PEAK FIRM SALES SERVICE - Continued

Rate

Base Rate (per month)

During the period April 1 through October 31, inclusive:

For the first…….....	3 therms (or less)	$ 82.00	
For the next…….....	1,197 therms	$ 0.6113	per therm
For excess over…….	1,200 therms	$ 0.5228	per therm

Penalty Rate

During the period November 1 through March 31, inclusive, a Customer who uses gas under this Service Classification shall be billed at and pay five times the applicable delivery rate per therm of gas at the base rate set forth above, except that the minimum charge shall not apply. The Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, Gas Cost Factor and Monthly Rate Adjustment as discussed below, will also be included in the amount billed.

Minimum Charge (per month):

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

Merchant Function Charge, Billing and Payment Processing Charge, and System Benefits Charge:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, Billing and Payment Processing Charge, and System Benefits Charge, as explained in General Information Section IX.

Gas Cost Factor and Monthly Rate Adjustment:
A firm sales Customer taking service under this rate is also subject to the Gas Cost Factor applicable to this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII.

(Service Classification No. 13 - Continued on Leaf No. 350)

SERVICE CLASSIFICATION NO. 13 - Continued

SEASONAL OFF-PEAK FIRM SALES SERVICE - Continued

Rate

Base Rate (per month)

During the period April 1 through October 31, inclusive:

For the first…….	3 therms (or less)	$80.57
For the next…….....	1,197 therms	60.73 cents per therm
For excess over…….	1,200 therms	51.94 cents per therm

Penalty Rate

During the period November 1 through March 31, inclusive, a Customer who uses gas under this Service Classification shall be billed at and pay five times the applicable delivery rate per therm of gas at the base rate set forth above, except that the minimum charge shall not apply. The Merchant Function Charge, Billing and Payment Processing Charge, System Benefits Charge, Gas Cost Factor and Monthly Rate Adjustment as discussed below, will also be included in the amount billed.

Minimum Charge (per month):

The Monthly Minimum Charge shall be the charge for the first 3 therms of gas.

Merchant Function Charge, Billing and Payment Processing Charge, and System Benefits Charge:

A Firm Sales Customer taking service under this rate is also subject to the Merchant Function Charge, Billing and Payment Processing Charge, and System Benefits Charge, as explained in General Information Section IX.

Gas Cost Factor and Monthly Rate Adjustment:
A firm sales Customer taking service under this rate is also subject to the Gas Cost Factor applicable to this Rate Schedule and the Monthly Rate Adjustment as explained in General Information Section VII.

(Service Classification No. 13 - Continued on Leaf No. 350)

..DID: 19176
..TXT: PSC NO: 9 GAS LEAF: 350
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 05/20/02 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in C. 00-G-1456 et al dated April 22,
RECEIVED: 05/17/02 STATUS: Effective EFFECTIVE: 05/20/02

SERVICE CLASSIFICATION NO. 13 - Continued

SEASONAL OFF-PEAK FIRM SALES SERVICE - Continued

Rate - Continued

Increase in Rates and Charges

The rates and charges under this Service Classification shall be increased by the applicable percentage shown on the "Statement of Percentage Increase in Rates and Charges" (for an explanation, see General Rule VIII "Increase in Rates Applicable in Municipality Where Service is Supplied").

General Provisions

(A) Additional provisions relating specifically to the service supplied under this Service Classification are set forth in the section "General Information Applicable to Firm Sales Service" starting on Leaf No. 250.0.

(B) For general rules, regulations, terms, and conditions under which gas service will be supplied, see General Information sections I through XI, inclusive.

(C) Installation of Facilities:

Applicants for service under this Service Classification will be required to pay in advance the estimated costs covering all main extensions or reinforcements, service pipes, service connections and other facilities in any street, avenue, road, or way as may be necessary to render the service. Such prepayment will be repaid to the Customer, with interest, to the extent the Customer's payment of actual net revenues during the first five years of service covers the actual costs incurred by the Company described above. The Company will make such repayment immediately following the initial five years of service, or earlier, if permitted by full cost recovery from such Customer. For the purpose of this provision, actual net revenues are total sales revenues, less revenues attributable to "Increase in Rates and Charges", less Gas Cost Factor revenues, and less revenues attributable to the Monthly Rate Adjustment. An applicant may, in lieu of making advance payment, satisfy the advance payment requirement of this provision by providing to the Company acceptable financial assurance of payment of the Company's costs.

SERVICE CLASSIFICATION NO. 14

NATURAL GAS VEHICLE SERVICE (NGV)

Availability of Service

Sale of Gas to any Customer for the sole purpose of fueling Natural Gas vehicles. Service will be provided to the customer for compressed natural gas (Rate I) or uncompressed natural gas (Rate II).

Character of Service

Firm sales of natural gas of a Btu content per cu ft of not less than 1,000 Btu on a monthly average:

(1) For gas compressed by the Company, the maximum delivery pressure will be 3,600 pounds per square inch gauge at ambient temperature of 70° Fahrenheit. The gas registered at the Company's meter will be measured in pounds and will be converted to Ccf by multiplying the pounds by a factor of 0.2250 Ccf per pound; and

(2) For gas compressed by the Customer, normal pressure will not be less than 4-7 inches water column.

Heating Value Adjustment

Volumes of gas in Ccf will be converted to therms pursuant to General Information Section III.8(S).

Increase in Rates and Charges

The rates and charges under this Service Classification shall be increased by the applicable percentage shown on the “Statement of Percentage Increase in Rates and Charges” (for an explanation see General Rule VII “Increase in Rates Applicable in Municipality Where Service is Supplied”). Customers shall also be charged for any Federal, State and/or Local taxes required to be collected by the Company on sales of natural gas for use in motor vehicles made under this Service Classification.

(Service Classification No. 14 - Continued on Leaf No. 352)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

Terms of Payment

Net cash on presentation of bill, subject to a late payment charge in accordance with the provisions of General Rule III 8(L).

Common Provisions Applicable to Rate I and Rate II Customers

(A) The following Rider may be applied to this Service Classification: Rider A.

(B) Failure to comply with the conditions of this Service Classification, the General Rules and Regulations of the Company's Tariff and any additional terms and conditions stipulated in the Gas Sales Agreement shall be cause for termination of service at the sole discretion of the Company.

Compressed Natural Gas - Rate I

(Applicable to Customers who purchase Compressed Natural Gas (CNG) at compression stations owned and operated by the Company). Service for compressed natural gas is subject to the Special Provisions contained herein.

Rate I will be established monthly at the discretion of the Company as a single or multi-step rate. At no time shall Rate I be less than the sum of the cost of gas applicable to Firm Customers plus the sum of the compressor electric running costs and $0.01 per therm.

The Company may establish, each billing month, block rates for Customers using more than a minimum volume. The rate applicable to each block will be less than the rate applicable to the preceding block.

(Service Classification No. 14 - Continued on Leaf No. 353)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

Compressed Natural Gas – Rate I - Continued

Statement of Rate Applicable to Service Classification No. 14

Not less than three (3) business days prior to a change in the effective rates per therm of gas set forth under Rate I above, a Statement of Rate to Service Classification No. 14 will be duly filed with the Public Service Commission apart from this Rate Schedule at least once each month to become effective on the first calendar day of the month following the computation date. Such statement will show:

(1) the minimum rate per therm of gas; and

(2) the effective rate per therm of gas.

Rate I may be revised at any time during the month as deemed appropriate by the Company. The Company will file a statement with the Public Service Commission if there is a change in Rate I on other than the first calendar day of the month. The statements will be available to the public at customer service centers which applications for service may be made.

Special Provisions Applicable to Sales of Compressed Gas to Rate I Customers

(A) For Rate I Customers gas service will be available on a first-come, first-serve basis at Company-owned and operated compressor stations only when the Company has sufficient capacity available at its compressor stations to adequately serve the Customer's requirements. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to sell the gas it has available for sale without requiring any extensions of or additions to its compressor stations.

(B) The Company reserves the right to accept an application from a Rate I Customer only after it has determined that the Customer's vehicle conversion kit and/or gas cylinders meet the requirements of the authorities having jurisdiction as to safe design, construction and installation. In order to gain access to compressor stations on Company premises the Customer will be required to show Company issued identification. When on Company premises, the Customer must observe all applicable Company safety regulations.

(Service Classification No. 14 - Continued on Leaf No. 354)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

Compressed Natural Gas – Rate I – Continued

Special Provisions Applicable to Sales of Compressed Gas to Rate I Customers - Continued

(C) Rate I Customers will be issued individualized Customer credit cards and the CNG will be dispensed and metered solely through the use of these credit cards. Billing will be done on a monthly basis.

(D) For general information, including rules, regulations, terms and conditions under which gas service will be supplied, see General Information sections I through XI, inclusive.

(E) For form of application under this Service Classification, see Leaves Nos. 205 - 209.

Negotiated Gas Sales Contracts - Rate II

(Applicable to Customers purchasing uncompressed natural gas for use in Fuel Filling Facilities owned or leased and operated by the Customer).

Service for uncompressed natural gas shall be:

(1) separately metered;

(2) shall not be combined with use under any other Service Classification for billing purposes; and

(3) is subject to the Special Provisions contained herein.

Rate

Rate II will be established for each Customer based upon negotiations between the Company and the Customer and set forth in a written agreement signed by both parties. The negotiated rate shall recover at least the sum of the cost of gas applicable to firm Customers plus the marginal cost of transmission and distribution to serve the load and $0.01 per therm.

(Service Classification No. 14 - Continued on Leaf No. 355)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

,
Negotiated Gas Sales Contracts - Rate II - Continued

Minimum Charge per Month

The minimum charge per month for Rate II Customers shall be $113.00, exclusive of Increase in Rates and Charges, New York State Motor Fuel Tax, and any other taxes applicable.

Term

The term will be specified in the Customer's Service Agreement with the Company. Upon termination of service hereunder, a Customer shall have no right to lock, disconnect, and/or remove any of its facilities through which the Customer could receive service. Nothing herein shall be deemed to preclude the Customer from applying for gas service under any Service Classification for which the Customer may be eligible at the time of such application.

Special Provisions Applicable to Sales of Uncompressed Gas to Rate II Customers

(A) Natural gas purchased by Rate II Customers may not be injected into any storage facility other than an on-board operational motor fuel tank or an on-site storage facility that is part of a Customer's compressor facility.

(B) Rate II customers are responsible for payment of all electric charges associated with the operation of the compressor equipment they own or lease. Such electric charges will be billed under the Customer’s applicable Service Classification in accordance with Con Edison's Schedule for Electricity Service - P.S.C. No. 10 - Electricity.

(Service Classification No. 14 - Continued on Leaf No. 356)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

Negotiated Gas Sales Contracts - Rate II – Continued

Special Provisions Applicable to Sales of Uncompressed Gas to Rate II Customers - Continued

(C) Each Service Agreement and addendum under Rate II shall be filed with the Public Service Commission within 60 days after the service-commencement date. The Customer shall not object to the Company's request for protected status for each filing pursuant to the Commission's trade secret regulations. The following terms of each Service Agreement shall also be filed as an addendum to this Service Classification:

(1) The town and county in which the Customer's facility is located.

(2) Maximum service entitlement.

(3) Term of the service.

(4) Character of service.

(5) Rates and charges.

(D) Service under this Rate Schedule is not available for resale except where service is for motor vehicle fuel supplied through Customer owned or leased and operated compression equipment. The Company retains the right to inspect a Customer's fuel filling facilities to ensure that gas is being resold to third parties for use solely as a motor vehicle fuel. Service may be terminated to any Customer who resells or otherwise redistributes gas for use other than as a motor vehicle fuel.

(E) The general rules, regulations, terms and conditions of this gas tariff are applicable to gas service hereunder to the extent not inconsistent with the provisions of this Service Classification.

(Service Classification No. 14 - Continued on Leaf No. 357)

SERVICE CLASSIFICATION NO. 14 - Continued

NATURAL GAS VEHICLE SERVICE - Continued
(NGV)

RESERVED FOR FUTURE USE

(Service Classification No. 14 - Continued on Leaf No. 358)

..DID: 6572
..TXT: PSC NO: 9 GAS LEAF: 358
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 19

UNBUNDLED SALES SERVICE

Availability of Service

(1) Sale of gas by the Company to:

(a) a Customer that also has a service agreement with the Company for local transportation; or

(b) a Customer that consumes gas at facilities located in New York State outside of the Company's gas service territory; and/or

(2) an agency arrangement where the Company acts as agent for a Customer in arranging a gas supply purchase between the Customer and an independent marketer on the Customer's behalf.

Character of Service

Firm, Off-Peak Firm, Interruptible, or Standby as specified in the Customer's Service Agreement with the Company.

Quantity of Service

Maximum and minimum daily, monthly, seasonal, and/or annual quantities, as specified in the Customer's Service Agreement with the Company.

(Service Classification No. 19 - Continued on Leaf No. 359.0)

..DID: 6574
..TXT: PSC NO: 9 GAS LEAF: 359
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 03/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/08/98 STATUS: Effective EFFECTIVE: 03/01/99

SERVICE CLASSIFICATION NO. 19 - Continued

UNBUNDLED SALES SERVICE - Continued

Point of Sale

The point of sale will be:

(1) at a point of interconnection between the facilities of an interstate natural gas pipeline company and the local facilities through which the Company receives deliveries from that pipeline; or

(2) a point(s) specified in the Customer's Service Agreement with the Company.

Rates

(1) Rates and Charges and Fees:

The rates and charges for gas sold by the Company and the fees for gas arranged by the Company as agent for the Customer under this Service Classification shall be as negotiated between the Company and the Customer and set forth in a written agreement signed by both parties.

(2) Increase in Rates and Charges:

The rates and charges under this Service Classification are increased by the applicable percentage as explained in General Information Section VIII on Leaf No. 167.0 and shown on the related Statement, where applicable.

(Service Classification No. 19 - Continued on Leaf No. 360.0)

..DID: 9492
..TXT: PSC NO: 9 GAS LEAF: 360
COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/99 SUPERSEDING REVISION: 0
STAMPS:
Effective date postponed to 09/17/99. See Supplement No. 2
RECEIVED: 07/29/99 STATUS: Effective EFFECTIVE: 09/17/99

SERVICE CLASSIFICATION NO. 19 - Continued

UNBUNDLED SALES SERVICE - Continued

General Provisions

(A) Terms of Payment:

Net cash on presentation of bill, subject to the terms and conditions as specified in the Customer's Service Agreement with the Company.

(B) Term:

As specified in the Customer's Service Agreement with the Company.

(C) Negotiated Terms:

Each Service Agreement under this Service Classification shall be filed with the Public Service Commission. The following terms of each Service Agreement shall also be filed as an addendum to this Service Classification:

(1) The town and county in which the Customer's facility is located.
(2) Quantity
(3) Term
(4) Rate
(5) Character of service.

The Customer shall not object to the Company's request for protected status under the Commission's trade secret regulations.

(D) General Information:

The additional rules, regulations, terms and conditions in General Information Sections I-V, inclusive, are applicable to and made a part of all agreements for service under this Service Classification, to the extent not inconsistent with the provisions of this Service Classification or the terms of any individually-negotiated agreement. Rider A may be applied to this Service Classification.

Effective date postponed to 09/17/99. See Supplement No. 2

SERVICE CLASSIFICATION NO. 20

TRANSPORTATION RECEIPT SERVICE (TRS)

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(Service Classification No. 20 - Continued on Leaf No. 362)

SERVICE CLASSIFICATION NO. 20 - Continued

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(Service Classification No. 20 - Continued on Leaf No. 363)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

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(Service Classification No. 20 - Continued on Leaf No. 364)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Availability of Service

Service will be provided in accordance with the terms of this Service Classification to a Seller who:

(1) delivers natural gas to the Citygate for the account of an Service Classification No. 9 Firm Customer or a Firm Small Customer Aggregation Group; or

(2) delivers natural gas to the Citygate for the accounts of two or more Firm, Interruptible or Off-Peak Firm Service Classification No. 9 Customers and elects to aggregate imbalances on behalf of such Customers in accordance with this Service Classification and the Company's Sales and Transportation Operating Procedures;

(3) meets the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures, and other applicable provisions of this Rate Schedule;

(4) provides evidence that it has made the required filings to the Department of Public Service, Consumer Services Division, pursuant to the Consumer Protections Section of the PSC Order, issued March 28, 1996, in Case No. 93-G-0932; and

(5) complies with Public Service Commission orders issued in Case Nos. 99-M-0631 and 03-M-0117 implementing Chapter 686 of the Laws of 2002 if providing services to a Residential Customer; and

(6) complies with the UBP; and

(7) provides evidence to Con Edison of creditworthiness before the Seller may require deposits or prepayments from small non-residential customers, as required by order of the Public Service Commission in Case 00-M-0504, issued and effective May 9, 2002.

Con Edison may cease to provide services to a Seller in accordance with the Company's Sales and Transportation Operating Procedure and for any reason specified in the UBP.

Definitions

For purposes of this Service Classification, the following terms have the meanings stated below:

(1) **Firm Customer** means a Customer who receives Firm Transportation Service under Service Classification No. 9.

(2) Interruptible Customer means a Customer who receives Service Classification No. 9 Interruptible Transportation Service.

(3) Off-Peak Firm Customer means a Customer who receives Service Classification No. 9 Off-Peak Transportation Service.

(Service Classification No. 20 - Continued on Leaf No. 365)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Definitions - Continued

(4) **Seller** means a supplier of natural gas to a Service Classification 9 Customer or Small Customer Aggregation Group who meets the requirements of this Service Classification and submits an application for Service Classification No. 20 service.

(5) **Capacity Release Seller** means a Seller who receives Capacity Release Service.

(6) **Suspend Service or Suspension of Service** refers to the disconnection of transportation service at the request of a Seller, pursuant to Section 32, subdivision 5, of the Public Service Law.

(7) **Marketer's Base Component** refers to the non-temperature sensitive volumes in dekatherms per day of the Marketer's Group of aggregated firm transportation customers served under SC No. 9.

(8) **Marketer's Slope Component** refers to the temperature-sensitive volumes in dekatherms per HDD per day of the Marketer's Group of aggregated firm transportation customers served under SC No. 9.

(9) A **Direct Customer** is a transportation Customer with annual requirements in excess of 35,000 therms per year who acts on its own behalf to purchase and arrange to bring natural gas to Con Edison's Citygate for its own consumption and not for resale. A Direct Customer is not subject to Commission oversight with respect to eligibility but must subscribe to SC 20 Transportation Receipt Service. A Direct Customer does not have to file an application with the Department of Public Service to become eligible as a Marketer but must comply with the provisions of the Uniform Business Practices and the operating requirements as set forth in the GTOP. A Direct Customer may aggregate and schedule load for itself and other Direct Customers but each Direct Customer would continue to be responsible for meeting balancing and other requirements placed on Direct Customers. A Direct Customer's rights and obligations are the same as a Marketer's or Seller's except where the context indicates otherwise. Customers served under the Company's tariff where redistribution is permitted are not precluded from being served as a Direct Customer.

(10) **Operational Flow Order ("OFO")** means a directive by the Company to a Direct Customer(s) and/or its gas supplier(s) and/or a Marketer serving customers in its aggregation group to adjust Citygate deliveries of gas to alleviate conditions that threaten the integrity of the system.

Other terms used in this Service Classification shall have the same meanings as those used in Service Classification No. 9 (Transportation Service) and may be found in the Service Classification No. 9 "Definitions" section.

Character of Service

Receipt of natural gas at the Citygate from a Seller for delivery by the Company to a Service Classification No. 9 Customer(s) purchasing natural gas from the Seller.

(Service Classification No. 20 - Continued on Leaf No. 366)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Small Customer Aggregation

A Seller shall have the following responsibilities when it serves a Small Customer Aggregation Group:

(1) Assembling a group of Firm and/or Interruptible Customers whose estimated aggregate annual requirements, as determined by the Company, is 50,000 therms or greater, and maintaining throughout the term of service a group of Customers whose estimated aggregate annual requirements is 50,000 therms or greater, by replacing a Customer who leaves with a new Customer(s). In addition, all Customers in the group must take the same Balancing Service option: all Firm Customers in the group must take Daily Delivery Service; all Interruptible Customers in the group must take either the Daily Balancing Service or the Monthly Balancing Service; all Customers in a group comprised of both Firm and Interruptible Customers must take Daily Delivery Service in conjunction with Interruptible Daily Balancing.

(2) Complying with all requirements of the balancing service selected, including bearing responsibility for all applicable Imbalance, Minimum Delivery, and Cashout Charges, when serving a Small Customer Aggregation Group of Firm and/or Interruptible Customers.

(3) If Seller fails to maintain the 50,000 therms threshold, the Company may terminate the Group status for the remaining Customers in the Group on 60 days' notice to Seller and all Customers in the Group (unless the Seller reattains the threshold before the expiration of the 60-day period). In addition, the Seller shall be financially responsible to the Company for the difference between actual revenues received from the Group for the transportation year and the amount of revenues the Company would have received if the threshold had been maintained. The Company may also disqualify the Seller from eligibility for Transportation Receipt Service for the failure to maintain the 50,000 therms threshold on two or more occasions.

Charges and Credits

The Company does not charge a rate for Transportation Receipt Service. Seller is subject to one or more of the applicable charges and credits, listed below. No charges shall be imposed if Seller's failure to deliver is caused by a force majeure on either the pipeline or the Company's facilities, or if the Company and the pipeline confirm Seller's daily nomination but the gas is not delivered due to the Company's actions in rescheduling Citygate deliveries of system supply and Customer-owned gas during the day. If the Company recalls capacity released to a Seller, for reasons other than non-performance, the Seller will not be liable for the deficiency imbalance charges for deliveries to Firm Customers in subsection (A) listed below to the extent it did not have available the capacity required to meet its customers' demands due to the Company's action.

Any of the following charges and credits described but not shown shall be set forth on a statement filed with the Commission. The Company will review imbalance charges periodically, and may adjust them to reflect changes in the Company's costs.

(Service Classification No. 20 - Continued on Leaf No. 367)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits – Continued

Imbalance charges and Cashout charges for all volumes above the first balancing tier (including any unauthorized use of gas during an OFO) will be considered penalty gas except that individually negotiated agreements may provide for balancing services that include cashouts where gas used above the first balancing tier is not considered to be penalty gas.

(A) Imbalance Charges for Deliveries to Firm Customers:

A Seller delivering gas for the account of a Firm Service Classification No. 9 Customer or Firm Customer Aggregation Group shall pay the following charges per therm.

(1) Surplus Imbalances.....per statement

The above charge for Surplus Imbalances shall be revised at least annually to reflect the current estimated difference between the Company's highest cost of gas and its average cost of gas to Firm Sales Customers.

(2) Deficiency Imbalances during a summer period

Deficiency Imbalance	Charge per therm
up to 2%	100% of cost of gas
greater than 2% but less than 5%.....	110% of cost of gas
5% and above	120% of cost of gas plus imbalance charge per statement

The cost of gas used in calculating the Deficiency Imbalance Charge during the summer period will be based on daily high spot prices published for a Citygate Company Receipt Points as explained in the Company's Sales and Transportation Operating Procedures Manual ("Manual").

The imbalance charge for a summer Deficiency Imbalance of 5% and above shall be revised at least annually to reflect the current estimated difference between the Company's highest cost of gas and its average cost of gas to Firm Sales Customers.

(Service Classification No. 20 - Continued on Leaf No. 367.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(A) Imbalance Charges for Deliveries to Firm Customers: - Continued

(3) Deficiency Imbalances during a winter period

Deficiency Imbalance	Charge per therm
up to 2%	100% of cost of gas
greater than 2% but less than 5%	110% of cost of gas
5% and above	120% of cost of gas plus $1.00 per therm

The cost of gas used in calculating the Deficiency Imbalance Charge during the winter period will be based on daily high spot prices published for a Citygate Company Receipt Points as explained in the Company's Sales and Transportation Operating Procedures Manual ("Manual").

The imbalance charge for a winter Deficiency Imbalance of 5% and above shall be revised at least annually to reflect the current estimated difference between the Company's highest cost of gas and its average cost of gas to Firm Sales Customers.

(Service Classification No. 20 - Continued on Leaf No. 367.2)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(A) Imbalance Charges for Deliveries to Firm Customers: - Continued

(4) Deficiency Imbalances during an OFO period

A charge equal to the higher of $5.00 per therm or 120% of the cost of gas plus $1.00 per therm.

The cost of gas used in calculating the Deficiency Imbalance Charge during an OFO period will be based on daily high spot prices published for a Citygate Company Receipt Points as explained in the Company's Sales and Transportation Operating Procedures Manual ("Manual").

The imbalance charge for a summer Deficiency Imbalance of 5% and above shall be revised at least annually to reflect the current estimated difference between the Company's highest cost of gas and its average cost of gas to Firm Sales Customers.

(Service Classification No. 20 - Continued on Leaf No. 368)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(B) Imbalance Charges for Deliveries to Interruptible and Off-Peak Firm Customers taking the Daily Balancing Service

A Seller/Direct Customer shall not be subject to a Surplus or Deficiency Imbalance Charge.

Daily Imbalance Charges shall not be applicable during an OFO period, during which the Seller is subject to Charges for Unauthorized Use.

(Service Classification No. 20 - Continued on Leaf No. 369)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(C) Citygate Credits and Charges Applicable to Deliveries to Interruptible and Off-Peak Firm Customers taking the Monthly Balancing Service:

A Seller/Direct Customer shall nominate and schedule deliveries of gas to the Company's Citygate Receipt Point(s) in an aggregate amount equal to the Interruptible Delivery Requirement within a tolerance of +-2%.

The Company is not obligated to accept any volumes of gas that have been nominated by the Seller/Direct Customer to the extent that such nomination exeeds the Daily Transportation Quantity plus 2%.

The Seller is not required to deliver the Interruptible Delivery Requirement on days in which service has been interrupted by the Company for an entire gas day or when the Customer elects to burn an alternate fuel or use an alternate energy source for an entire gas day and notifies the Company at least 24 hours in advance.

If the Company interrupts service for at least an entire gas day to a Customer and the Company accepts the Seller's gas deliveries to the Receipt Point(s) during that interruption, the Company shall purchase the Seller's gas at the daily cash out price.

Citygate Surplus:
The Seller/Direct Customer shall be subject to a Citygate balancing credit if the total quantity of gas delivered to the Receipt Point(s) on any day is more than 102% of the Interruptible Delivery Requirement and the Company at its discretion accepts the gas.

The Citygate balancing credit per therm shall be the daily cashout price and shall be applied to the difference between:

a. The total quantity of gas delivered to the Receipt Point(s) by the Seller on such day; and
b. 102% of the Interruptible Delivery Requirement on such day.

Citygate Deficiency:
The Seller/Direct Customer shall be subject to a Citygate balancing charge if the total quantity of gas delivered to the Receipt Point(s) on any day is less than 98% of the Interruptible Delivery Requirement.

The Citygate balancing charge per therm shall be the daily cashout price plus $25.00 per dekatherm or plus $50.00 per dekatherm in the event that the Company has issued an OFO.

This Citygate balancing charge per therm shall be applied to the difference between:

a. 98% of the Interruptible Delivery Requirement on such day; and
b. the total quantity of gas delivered to the Receipt Point(s) by the Seller on such day.

(Service Classification No. 20 - Continued on Leaf No. 370)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Charges and Credits - Continued

(C) Citygate Credits and Charges Applicable to Deliveries to Interruptible and Off-Peak Firm Customers taking the Monthly Balancing Service - Continued

The daily cashout price is set at 100% of the cost of gas for such day (weighted average price for such day) and is equal to the product of the percentage weightings for the daily balancing cashout prices, as set forth in the GTOP, and the average of the daily price for Transco Zone 6 – NY mid-point price, Tetco M3 mid-point price and Iroquois Z2 mid-point price, as published in Platt's Gas Daily for such day.

(D) Cashout Credits and Charges:

(1) Daily Delivery Service for Firm Customers:

A Seller delivering gas for the account of a Firm Service Classification No. 9 Customer or Firm Aggregation Group shall be subject to the following credits and charges per therm:

Monthly Cashout Credit:

Seller shall receive a Monthly Cashout Credit on the amount by which the sum of the Adjusted Daily Delivery Service Quantity exceeds the sum of the Daily Delivery Quantities for the monthly billing period ("Net Surplus Imbalance"). A Net Surplus Imbalance shall be considered gas purchased by the Company from the Marketer and/or its Agent. Cashout Credits shall be equal to the product of:

(a) the Net Surplus Imbalance, and

(b) the Citygate cost of gas.

Monthly Cashout Charge:

Seller shall pay a Monthly Cashout Charge on the amount by which the sum of the Daily Delivery Quantities exceeds the sum of the Adjusted Daily Delivery Service Quantity for the monthly billing period ("Net Deficiency Imbalance"). A Net Deficiency Imbalance shall be considered gas purchased by the Seller from the Company. Cashout Charges shall be equal to the product of:

(a) the Net Deficiency Imbalance, and

(b) the Citygate cost of gas.

(Service Classification No. 20 - Continued on Leaf No. 371)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

(1) Daily Delivery Service for Firm Customers - Continued

For purposes of calculating Cashout Credits and Charges;

(i) For the first 2 percent of Net Surplus and Deficiency Imbalances, the Citygate cost of gas shall be a weighted average price equal to the product of the percentage weightings, as defined in the GTOP, and the first-of-the-month Transco Zone 6 – NY, Tetco M3 and Iroquois Z2 Citygate indices, as set forth in the publication, "Gas Daily Price Guide."

(ii) For Net Surplus and Deficiency Imbalances greater than the first 2 percent, the Citygate cost of gas shall be a weighted average price equal to the product of the percentage weightings, as defined in the GTOP, and the daily Transco Zone 6 – NY, Tetco M3 and Iroquois Z2 Citygate midpoint prices as set forth in the publication, "Gas Daily", for the month in which the Imbalances occurred.

(Service Classification No. 20 - Continued on Leaf No. 372)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 373)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges – Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 374)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 375)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 376)

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

(2) Daily Balancing Service and Monthly Balancing Service for Interruptible and Off-Peak Firm Customers:

A Seller/Direct Customer shall be subject to the following credits and charges per therm:

(a) Cashout Credits and Charges for Interruptible Daily Balancing

Daily Cashout Credit:
For any day in which the aggregate Daily Delivery Quantities are less than the aggregate Daily Transportation Quantities ("Net Surplus Imbalance") the Seller/Direct Customer shall receive a daily cashout credit on the Net surplus imbalance that exceeds 5%, as follows:

Net Surplus Imbalance	Credit per Therm
Greater than 5% but less than or equal to 10% …….	95% of cost of gas
Greater than 10% but less than or equal to 15% ..……..	90% of cost of gas
Greater than 15% but less than or equal to 20% …….....	80% of cost of gas
Greater than 20% ……..……	50% of cost of gas

A Net Surplus Imbalance shall be considered gas purchased by the Company from the Seller.

Daily Cashout Charge:
For any day in which the aggregate Daily Delivery Quantities are greater than the aggregate Daily Transportation Quantities ("Net Deficiency Imbalance") the Seller/Direct Customer shall pay a daily cashout charge on the Net Deficiency Imbalance that exceeds 5%, as follows:

Net Deficiency Imbalance	Charge per Therm
Greater than 5% but less than or equal to 10% ……..……	105% of cost of gas
Greater than 10% but less than or equal to 15% …….	110% of cost of gas
Greater than 15% but less than or equal to 20% ……	120% of cost of gas
Greater than 20% ……...….....	150% of cost of gas

The cost of gas used in calculating the cashout credit on the Net Surplus Imbalance and the cashout charge on the Net Deficiency Imbalance shall be a weighted average price equal to the product of the percentages set forth in the Company's GTOP, and the Transco Zone 6 NY mid-point price, the Texas Eastern M3 mid-point price and the Iroquois Zone 2 mid-point price, as published in Platt's Gas Daily on the day in which the imbalance occurs.

Daily Cashout Charges shall not be applicable during an OFO period, during which the Seller/Direct Customer is subject to Charges for Unauthorized Use.

A Net Deficiency Imbalance shall be considered gas purchased by the Seller from the Company.

(Service Classification No. 20 - Continued on Leaf No. 377)

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

(2) Daily Balancing Service and Monthly Balancing Service for Interruptible and Off-Peak Firm Customers - Continued

(a) Cashout Credit and Charges for Interruptible Daily Balancing - Continued

Monthly Cashout Credit/Charge:

The Seller/Direct Customer shall receive a Monthly Cashout Credit/Charge on the aggregate of the daily Net Surplus/Deficiency Imbalances that fall within 5%.

The Monthly Cashout Credit for the total Net Surplus Imbalances that fall within 5%, and for the Net Surplus Imbalances for monthly imbalances that exceed 5% after imbalance trading, are as follows:

Net Surplus Imbalance	Credit per therm
Less than or equal to 5%	100% of cost of gas
Greater than 5% but less than or equal to 10%	95% of cost of gas
Greater than 10% but less than or equal to 15%	90% of cost of gas
Greater than 15% but less than or equal to 20%	80% of cost of gas
Greater than 20%	50% of cost of gas

The cost of gas used in calculating the cashout credit shall be a weighted average price equal to the product of the percentage weightings, as set forth in the GTOP, and the lower of (i) the monthly average of the daily prices for the Transco Zone 6 - NY, Tetco M3 and Iroquois Z2 Citygate indices or (ii) the Transco Z6-NY, Tetco M3 and Iroquois Z2 First of the Month Low Range Price, as reported in the publication, "Platt's Gas Daily" for the month in which the imbalances occurred.

The Monthly Cashout Charge for the Net Deficiency Imbalances that fall within 5%, and for the Net Deficiency Imbalances for monthly imbalances that exceed 5% after imbalance trading, are as follows:

Net Deficiency Imbalance	Charge per therm
Less than or equal to 5%	100% of cost of gas
Greater than 5% but less than or equal to 10%	105% of cost of gas
Greater than 10% but less than or equal to 15%	110% of cost of gas
Greater than 15% but less than or equal to 20%	120% of cost of gas
Greater than 20%	150% of cost of gas

(Service Classification No. 20 - Continued on Leaf No. 378)

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

(2) Daily Balancing Service and Monthly Balancing Service for Interruptible and Off-Peak Firm Customers - Continued

(a) Cashout Credit and Charges for Interruptible Daily Balancing - Continued

The cost of gas used in calculating the cashout charge shall be a weighted average price equal to the product of the percentage weightings, as set forth in the GTOP, and the higher of (i) the monthly average of the daily prices for the Transco Zone 6 - NY, Tetco M3 and Iroquois Z2 Citygate indices (full gas days of interruption excluded) or (ii) the Transco Z6-NY, Tetco M3 and Iroquois Z2 First of the Month High Range Price, as reported in the publication, "Platt's Gas Daily" for the month in which the imbalances occurred.

(b) Cashout Credit and Charges for Interruptible Monthly Balancing

The Seller/Direct Customer shall receive a Monthly Cashout Credit on the amount by which the aggregate Daily Delivery Quantities are less than the aggregate Interruptible Delivery Requirement for the billing period ("Net Surplus Imbalance") and pay a Monthly Cashout Charge on the amount by which the aggregate Daily Delivery Quantities are greater than the aggregate Interruptible Delivery Requirement for the billing period ("Net Deficiency Imbalance").

The Monthly Cashout Credit on the Net Surplus Imbalance will be priced at 100% of the cost of gas. The cost of gas used in calculating the monthly cashout credit shall be a weighted average price equal to the product of the percentage weightings, as set forth in the GTOP, and the lower of (i) the monthly average of the daily prices for the Transco Zone 6 - NY, Tetco M3 and Iroquois Z2 Citygate indices (full gas days of interruption excluded) or (ii) the Transco Z6-NY, Tetco M3 and Iroquois Z2 First of the Month Low Range Price, as reported in the publication, "Platt's Gas Daily" for the month in which the imbalances occurred.

The Monthly Cashout Charge on the Net Deficiency Imbalance will be priced at 100% of the cost of gas. The cost of gas used in calculating the monthly cashout charge be a weighted average price equal to the product of the percentage weightings, as set forth in the GTOP, and the higher of (i) the monthly average of the daily prices for the Transco Zone 6 - NY, Tetco M3 and Iroquois Z2 Citygate indices (full gas days of interruption excluded) or (ii) the Transco Z6-NY, Tetco M3 and Iroquois Z2 First of the Month High Range Price, as reported in the publication, "Platt's Gas Daily" for the month in which the imbalances occurred.

The monthly average price of the daily indices for the Transco Zone 6 – NY, Tetco M3 and Iroquois Z2 Citygate indices calculated in (i) above will exclude the days in which service has been interrupted by the Company for an entire gas day.

(Service Classification No. 20 - Continued on Leaf No. 379)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges – Continued

(3) For an Aggregated Group of Firm, Interruptible and Off-Peak Firm Customers in which all Firm Customers will receive Daily Delivery Service and Interruptible and Off-Peak Firm Customers have elected Daily Balancing Service.

(a) Con Edison shall provide the seller the Daily Delivery Service Quantity for all Firm Customers in the Group.

(b) The Seller shall submit one Daily Transportation Quantity for all Customers in the Group. This quantity shall not be less than the sum of the Daily Delivery Service Quantity and the quantities applicable to the Interruptible and Off-Peak Firm Customers in the Group.

(c) Con Edison shall apply the Daily Transportation Quantity first to the Daily Delivery Service Quantity and then to the quantities delivered to the Interruptible and Off-Peak Firm Customers in the Group.

(Service Classification No. 20 - Continued on Leaf No. 380)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

(D) Cashout Credits and Charges - Continued

(3) - Continued

(d) If the Daily Transportation Quantity is less than the sum of both the Daily Delivery Service Quantity for Firm Customers and the Daily Transportation Quantity for Interruptible and Off-Peak Firm Customers in the Group, the Seller shall be subject to:

(i) Imbalance charges for under-deliveries to Firm Customers on the difference between the Daily Delivery Service Quantity for the Firm Customers in the Group and the Daily Transportation Quantity.

(ii) Cashout Charges on the total Daily Transportation Quantities for all Interruptible and Off-Peak Firm Customers in the Group.

(e) If the Daily Transportation Quantity is greater than the Daily Delivery Service Quantity for Firm Customers in the Group but less than the Interruptible and Off-Peak Firm Customers in the Group, the Seller shall be subject to:

(i) Cashout Charges for Interruptible and Off-Peak Firm customers, on the difference between the total Daily Delivery Quantities, and

(ii) the total Daily Transportation Quantities for all the Customers in the Group.

(f) If the Daily Transportation Quantity is greater than the sum of the Daily Delivery Service Quantity and Daily Transportation Quantities for Interruptible and Off-Peak Firm Customers in the Group, the Seller shall be subject to:

(i) Cashout Credits for Interruptible and Off-Peak Firm Customers, on the difference between the total Daily Transportation Quantities: and

(ii) the total Daily Delivery Quantities for all the Customers in the Group.

(Service Classification No. 20 - Continued on Leaf No. 381)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 382)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Charges and Credits – Continued

(E) Charges For Failure to Deliver:

A Marketer incurring a Deficiency Imbalance during an OFO period shall pay a charge equal to the higher of $5.00 per therm or 120% of the cost of gas plus $1.00 per therm.

The cost of gas used in calculating the Deficiency Imbalance Charge during an OFO period will be based on daily high spot prices published for a Citygate Company Receipt Points as explained in the Company's GTOP Manual.

The imbalance charge for a summer Deficiency Imbalance of 5% and above shall be revised at least annually to reflect the current estimated difference between the Company's highest cost of gas and its average cost of gas to Firm Sales Customers.

(F) ESCO Billing and Payment Processing (BPP) Charges

The Company will charge the following fee per bill per account to an ESCO if the Company provides Consolidated Bills to the ESCO's customer(s) (also see tables shown in General Information Section IX 9):

(a) $1.28 if the Company issues a Consolidated Bill on a gas-only account; or
(b) $1.28 if the Company issues a Consolidated Bill for gas and/or electricity service on a combined gas and electric account; provided, however, that if there are two separate ESCOs (both participating in the Company's POR program), the charge to the gas ESCO will be $0.64 per bill per account

On a combined gas and electric account, if an ESCO issues Consolidated Bills that include its charges for one service, and a second ESCO desires Company-issued Consolidated Bills that include its charges for the other service, the second ESCO must request account separation.

(G) Increase in Rates and Charges:

The rates and charges under this Service Classification will be increased by the applicable percentage, in accordance with General Information Section VIII.

(H) Daily Delivery Service Charges:

Marketers will be billed directly for the charges related to the Baseload Service and Tiers 2 and 3 of the Daily Delivery Service. The rates will be set forth on the Statement of Balancing Service Charges.

(Service Classification No. 20 - Continued on Leaf No. 383)

SERVICE CLASSIFICATION NO. 20 – Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 383.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 384)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters

(A) Nominating and Scheduling Customer-Owned Gas:

Seller shall schedule deliveries and submit daily service nominations in accordance with the Company's Sales and Transportation Operating Procedures. The Company shall not be obligated to accept deliveries of gas not nominated and scheduled in accordance with the Company's Sales and Transportation Operating Procedures.

(B) Designation of Agent:

Seller shall act as the Customer's or Group's agent to perform their nominating and scheduling responsibilities with pipelines and other responsibilities as specified in the Company's Sales and Transportation Operating Procedures. Where applicable, Seller shall cause the Customers it is serving to execute and deliver to the Company a transportation agency agreement. The Company shall rely upon the information submitted by the agent, unless and until the Company receives from the Customer written notice of termination of the agency.

Seller shall reimburse the Company for any applicable Service Classification No. 9 rates and charges not paid by the Service Classification No. 9 Customer(s) that Seller is representing.

(C) Balancing Services:

Firm Customers supplied by Sellers shall take Daily Delivery Service. Interruptible and Off-Peak Firm Customers supplied by Sellers shall participate in either the Daily Balancing Service or the Monthly Balancing Service.

(Service Classification No. 20 - Continued on Leaf No. 385)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services - Continued

(1) Daily Delivery Service:

Effective November 1, 2016, the Load Following Service for firm transportation customers was discontinued and was replaced by the Daily Delivery Service. Marketers serving firm transportation customers taking service under SC No. 9 must participate in the Company's Daily Delivery Service subject to the terms and conditions of this Service Classification and the Company's GTOP Manual.

Each business day, the Company will calculate the following day's Daily Delivery Service Quantity for each Marketer based upon a forecasted daily temperature and the Marketer's Base and Slope Components, as set forth in the GTOP Manual. The Marketer will be obligated to deliver this quantity of natural gas to the Company's City Gate receipt point(s) and to notify the Company of the scheduled deliveries. The Company will not be obligated to accept any delivery in excess of the Marketer's nominated volumes.

At the Company's sole discretion, the Company may permit the Marketer or Marketer's Agent to reduce or increase deliveries of the Daily Delivery Service Quantity on one or more days during any winter month to prevent gas delivery surpluses or deficiencies.

Daily Delivery Service consists of : 1) Baseload, 2) Tier 1 – Mandatory Capacity Release; 3) Tier 2 – Managed Supply (Storage) and 4) Tier 3 – Peaking.

The Daily Delivery Service will also include Renewable Natural Gas ("RNG") pursuant to the Rate Plan approved in Case 19-G-0066.

The Daily Delivery Service is further described in this section and in the GTOP Manual.

Marketer's Share of Company's Daily Delivery Service Assets

Marketers will receive a share of the Company's assets in the Baseload Service and in Tiers 1, 2 and 3. The total share of the Company's assets available for Daily Delivery Service will be determined annually based on the ratio of the firm transportation customers' annual usage as a percentage of total firm customers' annual usage applied to the forecasted design-day peak capacity. On a monthly basis, the Company may update the Marketer's share of the assets allocated for Baseload Service and Tiers 2 and 3 of the Daily Delivery Service based on the Base Component and Slope Component of all Marketers to reflect any changes to the number of their transportation customers and their estimated consumption. Marketers will not be allowed to reduce their share of the Company's assets by the purchase of Local RNG Production Capacity by the Marketer.

(Service Classification No. 20 - Continued on Leaf No. 385.1)

SERVICE CLASSIFICATION NO. 20 – Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services - Continued:

(1) Daily Delivery Service - Continued:

Baseload Service

The Company will provide Marketers with a Baseload Service each month from December 1st through the end of February. The Baseload Service is a bundled supply service delivered to the Company's city gates. Prior to the start of each month, the Company will determine the Baseload Service Quantity to be provided to each Marketer by multiplying; (1) the Marketers' share of the Company's total Baseload Service assets times (2) the ratio of the Marketer's Slope Component to the total of all Marketers' Slope Components.

Marketers must utilize all of their Baseload Service Quantity. A Marketer's Tiers 1, 2 and 3 allocations under the Daily Delivery Service will be applied to deliveries above its Baseload Service Quantity.

The Company will determine the Baseload Service Commodity Price, stated in dollars per dekatherm, each month by adding (1) the NYMEX settlement price for the month of flow and (2) a weighted average of the contracted basis for the following city gates, with the weighting based on the quantity of Baseload Service delivered at each of these city gates.

Tennessee – White Plains
Texas Eastern – Lower Manhattan
Iroquois - Hunts Point
Transco – Manhattan

The weightings of the city gates will be set forth in the GTOP.

For each month of the Baseload Service period (December through February), the Marketer will pay a Baseload Service Charge computed by multiplying the Baseload Service Commodity Price by the Marketer's Baseload Service Quantity.

(Service Classification No. 20 - Continued on Leaf No. 386)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service -Continued

Tier 1 – Mandatory Capacity Release

Subject to the conditions described below, the Company will release interstate pipeline transportation capacity to the Marketer or Marketer's Agent each month of the Gas Year ending each October 31. The amount of pipeline transportation capacity released (the "Tier 1 Capacity Release Volume") will be determined each month as follows:

a) The Company will first provide the Marketer a share of the Company's pipeline transportation capacity equal to the Marketer's Base Component.
b) The Company will then take the ratio of the Marketer's Slope Component to the total of all Marketers Slope Components and multiply this ratio by the remaining Tier 1 capacity, i.e. the total share of the Daily Delivery Service Tier 1 assets not released in a) above.
c) The Tier 1 Mandatory Capacity Release Volume provided to each Marketer is the sum of (a) and (b) above.

The computation of the Tier 1 Capacity Release Volume will be updated each month to reflect changes to the Marketer's Group.

The Company will release pipeline transportation capacity on the pipelines, as specified in the Company's GTOP Manual. The Tier 1 Capacity Release will be at the Company's WACOC. The Marketer or Marketer's Agent is responsible for all fixed and variable costs associated with the released capacity. The Marketer or Marketer's Agent must deliver supply to the Company on the pipelines as specified in the GTOP Manual.

Tier 2 – Managed Supply (Storage)

The Company will provide Marketers with Tier 2 - Managed Supply (Storage) each month from November 1st through March 31st. Prior to the start of each month, the Company will determine the quantity of Tier 2 - Managed Supply (Storage) to be provided each Marketer by multiplying: (1) the capacity of the Company's total storage contracts specified in the GTOP Manual times (2) the Marketers' share of the Company's total storage assets as described above times; (3) the ratio of the Marketer's Slope Component to the Slope Components of all Marketers.

(Service Classification No. 20 - Continued on Leaf No. 386.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service – Continued

Tier 2 – Managed Supply (Storage) – Continued

Effective April 1 2020, the Tier 2 Managed Supply (Storage) will consist of Tier 2(A) Virtual Storage and Tier 2(B) Physical Storage. Marketers and/or their Agents are required to take Tier 2(A) whereas Tier 2(B) is a voluntary program. Marketers and/or their Agents interested in participating in the Tier 2(B) voluntary Storage program must notify the Company in writing of their election to do so by February 1 of each year prior to that year's Tier 2(B) April 1st program start date, as described in the GTOP.

The quantity of the Tier 2 Managed Supply (Storage) is divided into two Tiers, Tier 2(A) – Virtual Storage and, if elected, Tier 2(B) – Physical Storage. A Marketer and/or its Agent can meet its Daily Delivery Quantity by utilizing a combination of both Tier 2(A) – Virtual Storage and Tier 2(B) – Physical Storage. If a Marketer and/or its Agent does not elect to participate in the Tier 2(B) physical storage program, then its total Tier 2 allocations will be assigned to Tier 2(A).

If the day-ahead temperature is forecast to be at or below 46 degrees Fahrenheit on any day in the month of April, Marketers may utilize any remaining Tier 2(A) Virtual Storage from their allocated share during these days in accordance with the Company's GTOP. In the month of October, Marketers may utilize their Tier 2(A) Virtual Storage allocation for the upcoming November through March period during days in which the day-ahead temperature is forecast to be at or below 46 degrees Fahrenheit.

When the temperature is less than or equal to 25 degrees Fahrenheit, Marketers must utilize 100% of their Tier 1 - Mandatory Capacity Release and, if elected, Tier 2(B) - Physical Storage allocations before utilizing any Tier 2(A) - Virtual Storage allocation. When the temperature is greater than 25 degrees but less than 30 degrees Fahrenheit, Marketers must utilize 85% of their Tier 1 and Tier 2(B) allocations before utilizing any Tier 2(A) allocation. If a Marketer violates either of these rules two (2) times during a heating season, the Marketer will have its Tier 2(A) storage allocation lowered for the remainder of the heating season in accordance with the Company's GTOP and will have to balance its daily loads using Tier 3 - Peaking. The Company, at its sole discretion, may waive these rules for the month of March, based upon the Company's unilateral evaluation of system conditions, as a result of warmer than normal weather experienced during the previous December through February.

a) Tier 2(A) –Virtual Storage (mandatory)

Quantity

Tier 2(A) – Virtual Storage capacity will equal the total Tier 2 - Managed Supply (Storage) capacity less the amount of capacity allocated to Tier 2(B) - Physical Storage as described in the

(Service Classification No. 20 - Continued on Leaf No. 386.2)

Effective date postponed to 12/1/2019. See Supplement No. 88.

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service - Continued

a) Tier 2(A) - Virtual Storage– Continued

Quantity - continued

Company's GTOP. Any adjustments to a Marketer's total Tier 2 - Managed Supply (Storage) capacity will be made first to the Marketer's Tier 2(A) - Virtual Storage, except as described under the recall provisions in this section.

Monthly Charges

Demand Price

The Tier 2(A) Demand Price, stated in dollars per dekatherm, is a capacity price determined by (1) taking the annual fixed costs (including the costs associated with the previous summer period, April through October) of the Company's storage contracts plus the costs of the Company's fixed transportation pipeline contracts associated with Tier 2(A) Managed Supply (Storage) and dividing that amount by (2) the Company' storage capacity allocated to Tier 2(A), and (3) dividing that resulting amount by five (to be recovered over the five Winter Period months). The annual fixed costs and storage capacity used in this calculation will be updated monthly by the Company.

Marketers will pay, each month of the Winter Period, a Tier 2(A) Demand Charge computed by multiplying the Tier 2(A) Demand Price times the Marketer's Tier 2(A) storage capacity.

Tier 2(A) Commodity Price

The Tier 2(A) Commodity Price, stated in dollars per dekatherm, is determined by adding: (1) the Company's weighted average storage inventory price as of the first of the month plus (2) the variable unitized costs to withdraw and deliver storage inventory to the Company's city gate.

Each month that Tier 2(A) is utilized, a Marketer will pay a Tier 2(A) Commodity Charge computed by multiplying the Tier 2(A) Commodity Price times the Tier 2(A) volumes that the Marketer elects to withdraw from storage adjusted for any injections into or withdrawals from storage resulting from actual weather pursuant to the Intraday Balancing rules as set forth in the Company's GTOP.

Any differences between the cost of storage gas billed to Marketers under the Daily Delivery Service Program and the Company's actual incurred cost of storage gas utilized under the DDS Program will be included in the Companies' storage inventory cost.

(Service Classification No. 20 - Continued on Leaf No. 386.2.1)

Effective date postponed to 12/1/2019. See Supplement No. 88.

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service - Continued

b) Tier 2(B) –Physical Storage (voluntary)

The Tier 2(B) Physical Storage is a voluntary program. For those who elect to participate the Company will release to Marketers and/or their Agents, the Tier 2(B) – Physical Storage release (which includes associated Firm Transportation capacity) from designated storage fields as specified in the Company's GTOP. Marketers and/or their Agents will be responsible for the daily scheduling of their physical storage releases and associated pipeline transportation releases for deliveries to the Company's citygates for each year that they elect to participate in the Tier 2(B) program. The Marketer and/or its Agent is responsible for all fixed and variable costs associated with the released capacity.

Quantity

The Tier 2(B) - Physical Storage quantity will be based upon multiplying the Tier – 2 Managed Supply (Storage) capacity by a 15 percent allocation factor. The Tier 2(B) – Physical Storage quantity will remain constant for the 12-month period (April 1 through March 31) of each program year. Marketers and/or their Agents, whose volume releases do not meet the minimum release requirements of the storage field operator as described in the Company's GTOP, will be completely serviced under the Tier 2(A) - Virtual Storage.

Monthly Charges

Demand Charges

A Marketer and/or its Agent will be responsible for paying for all of its released Tier 2(B) – Physical Storage and associated pipeline demand charges directly to the storage field operators and pipeline companies. The storage field operators and pipeline companies will then credit these demand payments to the Company on their respective monthly invoices to the Company. A Marketer and/or its Agent will pay the same FERC tariff/negotiated rates as the Company would have paid had it not made the releases and will abide by the same storage fields' tariffs/contract terms and conditions as the Company would have abided by had it not made the releases.

(Service Classification No. 20 - Continued on Leaf No. 386.2.2)

Effective date postponed to 12/1/2019. See Supplement No. 88.

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service – Continued

b) Tier 2(B) –Physical Storage
Monthly Charges – continued

Commodity

Marketers and/or their Agents will be responsible for procuring their own natural gas commodity from third parties and scheduling the commodity injections and withdrawals with the storage field operators and pipeline companies. Marketers and/or their Agents will also be responsible for paying the storage field operators for injections and withdrawals services. The Company will not release commodity in conjunction with the storage field and associated transportation releases.

Operational Requirements

The Tier 2(B) – Physical Storage has the following operational requirements:

a) Participation: A Marketer and/or its Agent interested in participating in the Tier 2(B) Physical Storage program must notify the Company by February 1 of each year of its election to do so. A participating Marketer and/or its Agent will receive its allocation of Tier 2(B) storage field capacity on April 1 of each year based upon its customers' requirements;

b) Allowable Commodity in Storage Fields with Continued Participation: A participating Marketer and/or its Agent who elects to continue to participate in Tier 2(B) will be allowed to keep as much commodity in each of its allocated storage fields at March 31 for the following program year as does not exceed its new April 1 allocated capacity release, minus two (2) dekatherms, for each field;

c) Allowable Commodity in Storage Fields with Non-Continued Participation: A participating Marketer and/or its Agent who elects not to participate in the Tier 2(B) – Physical Storage program for the following year must return its allocated storage field capacity empty by March 31;

d) Company's Purchase of Remaining Gas Commodity: If the participating Marketer and/or its Agent has more commodity in any of its allocated fields on March 31 than it was permitted to have by (b) above, or if the Marketer and/ or its Agent fails to return its storage capacity empty on that date as required in (c) above, then unless the Marketer and/or its Agent has found a buyer for all of the remaining gas above the amounts permitted under sections (b) and (c) above, as applicable, who will take possession of it by March 31, the Company will purchase all of the Marketer's and/or its Agent's gas that remains in storage above the permitted amount under sections (b) and (c) above, as applicable, as of 5:00 p.m. on March 31 at the lower of the Company's weighted average cost of inventory as of March 1st (excluding the cost of LNG, CNG and propane) minus $0.50/Dt or the FERC first of month market price of gas for March at the storage field listed in the GTOP. (Any residual gas purchases from Marketers and/or their Agents will be included in the gas inventory of the joint Companies as described in General Information Section VII (A) 1 (b));

(Service Classification No. 20 - Continued on Leaf No. 386.2.3)

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service - Continued

b) Tier 2(B) –Physical Storage

Operational Requirements – Continued

e) Minimum withdrawals: Minimum storage field withdrawals will be based upon operational limitations as described in the GTOP; and
f) Operation limitations: Any storage or citygate operational limitations that the Company is subject to will also be proportionately applied to the Marketer and/or its Agent.

Recalls of Tier 2(B) - Physical Storage and Associated Pipeline Transportation Capacity:

The Company will recall a Marketer's and/or its Agent's Tier 2(B) capacity if:

(i) the Marketer and/or its Agent fails to comply with the terms and conditions of Con Edison's Gas Tariff, the GTOP, or the applicable storage field or interstate pipeline tariffs governing the released capacity; or

(ii) a Marketer and/or its Agent loses a significant number of Customers. In that circumstance, the Company will reduce or recall completely the Marketer's and/or its Agent's Tier 2(A) and Tier 2(B) storage and associated pipeline capacity as described in the Company's GTOP. Any such adjustment will be made first to the Marketer's and/or its Agent's Tier 2(A) Virtual Storage and then to the Marketer's Tier 2(B) Physical Storage. Any residual gas left in physical storage by the Marketer will be purchased at a discount under Balancing Services (C)(1)(b) of this Service Classification.

Payment of Storage Field Charges:

As noted above, the Marketer and/or its Agent will pay directly to the storage field operators the charges associated with the use of its released storage field and transportation capacity under the Tier 2(B) Physical Storage program. If the Marketer and/or its Agent fails to pay the operator for any charges and the Company then receives less than the Company's entitled credit upon receipt of a storage operator's invoice, the Marketer and/or its Agent will have five (5) business days to reimburse the Company for all such shortfall amounts plus interest on such amounts at the rate prescribed by General Rule III. (8) (L) of the Company's Tariff.

The Company at its sole discretion may remove a Marketer and/or its Agent from the Tier 2(B) Physical Storage program.

(Service Classification No. 20 - Continued on Leaf No. 386.3)

Effective date postponed to 12/1/2019. See Supplement No. 88.

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service – Continued

Tier 3 – Peaking

The Company will provide Tier 3 - Peaking (including LNG, trucked and stored compressed natural gas ("CNG") and trucked and stored liquefied natural gas ("LNG")) to Marketers from November 1st to March 31st when the estimated consumption of a Marketer exceeds the Marketer's Baseload Service Quantity, Tier 1 Capacity Release Volume and available Tier 2 - Managed Supply (Storage) withdrawal volume.

Tier 3 Demand Price
The Tier 3 Demand Price, stated in dollars per dekatherm, is a capacity price determined by dividing the annual fixed costs of the Company's total peaking contracts by the Company's total peaking capacity. The Demand Price will be adjusted to include fixed charges for trucked and stored CNG, fixed charges for trucked and stored LNG, and suppliers' site development costs related to CNG and LNG projects (including permitting costs; feasibility, engineering and/or operational studies costs; and property acquisition costs).

Marketers who receive Tier 3 - Peaking will pay to the Company, each month of the Winter Period (November through March), a Tier 3 Demand Charge computed by multiplying the Tier 3 Demand Price times the Marketer's Tier 3 peaking capacity, and then dividing that resulting amount by five (5).

Tier 3 Commodity Price
The Company will determine the Tier 3 Commodity Price, stated in dollars per dekatherm, each day by weighting the following commodity prices:

a) Pipeline Indices: the following pipeline indices obtained from Platt's Gas Daily Price Guide, (Daily Price Survey) for date of flow will be weighted using the percentages set forth in the Company's GTOP:
   Transco – Transco Zone 6 NY mid-point price
   Texas Eastern – Texas Eastern M3 mid-point price
   Iroquois – Iroquois Zone 2 mid-point price
b) Company's LNG Inventory Price: when LNG is called upon by the Company to meet peak demand the Tier 3 commodity price will include the Company's LNG Inventory Price. The percentages set forth in the Company's GTOP will be modified to reflect the use of LNG.
c) Trucked and stored LNG and trucked and stored CNG Price: when trucked and stored LNG and trucked and stored CNG are called upon by the Company to meet peak demand, the Tier 3 commodity price will include the price of the associated supply. The percentages set forth in the Company's GTOP will be modified to reflect the use of trucked and stored LNG and trucked and stored CNG.

Each month that Tier 3 is utilized, a Marketer will pay a Tier 3 Peaking Charge computed by multiplying the Tier 3 Commodity Price above times the Tier 3 volumes that the Marketer delivers to the Company's city gate.

(Service Classification No. 20 - Continued on Leaf No. 386.4)

SERVICE CLASSIFICATION NO. 20 - Continued
TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service –Continued

Operational Limitations

For operational limitations refer to the Company's GTOP.

Marketers will be subject to additional charges under the following circumstances:

a) Overuse of Peaking: When, on a daily basis, a Marketer uses more than its Tier 3 Peaking allocation, the Marketer shall be charged a premium above the daily spot price for the commodity in accordance with the Company's GTOP.

b) March storage capacity limit: If a Marketer does not have its Tier 2(A) - Virtual Storage inventory at or below 35% of its capacity storage allocation by March 31 of each year, the Marketer will be surcharged for the inventory overage level in accordance with the Company's GTOP. The Company, at its sole discretion, may waive this surcharge if warmer than normal weather conditions during the previous December through February period caused the inventory level for every Marketer to exceed 35% of its capacity storage allocation.

Security Prepayment Requirement and POR Netting Requirement

Marketers who are not participating in the Company's POR program will be required to prepay the Baseload Service Charge and the demand and commodity components of Tier 2(A) - Virtual Storage and Tier 3 - Peaking. Marketer prepayment must be made to the Company via wire transfer or ACH payment no later than three (3) business days prior to the last day of the month preceding the month in which the Marketer will be charged for the cost of the Baseload Service, Tier 2(A) - Virtual Storage and Tier 3 - Peaking. The prepayment for the demand component of Tiers 2(A) and 3 will be calculated by taking the product of 0.9 times the estimated demand price of the Tier 2(A) - Virtual Storage and the Tier 3 - Peaking for that month. The prepayment for the commodity component of Tiers 2(A) and 3 will be calculated by taking the total amount of gas in storage allocated to the Marketer, dividing that amount by 5 and then multiplying the resulting amount by the most recent 1st of the month weighted average cost of gas in storage. The prepayment for the Baseload Service Charge will be calculated by multiplying the Baseload Service Quantity allocated to the Marketer by the Baseload Service Commodity Price for that month. The prepayment amount will be trued-up when the actual costs of the Virtual Storage and Peaking are available and any adjustment will be made in the Marketer's succeeding billing period.

(Service Classification No. 20 - Continued on Leaf No. 386.5)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) – Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(1) Daily Delivery Service –Continued

For Marketers who are participating in the Company's POR program, payment amounts owed to the Company for any of a Marketer's Baseload Service, Tier 2(A) and Tier 3 demand and commodity components will be netted by the Company against the Company's monthly POR payment to the Marketer unless the Marketer submits payment directly to the Company for those components. In any month that the POR payment amount is insufficient to cover the Baseload Service,Tier 2(A) and Tier 3 demand and commodity components, the Marketer will be required to pay the Company directly for the full amount of those demand and commodity components. Notwithstanding this POR netting by the Company, if the Marketer owes the Company any additional amounts for Daily Delivery Service, the Company retains all of its rights to collect such additional owed amounts as well as the right to require a prepayment or the posting of a Letter of Credit (LOC) for any potential amount that may be owed to the Company for Daily Delivery Service. The terms and conditions of any such LOC must be acceptable to the Company as referenced in the GTOP.

(Service Classification No. 20 - Continued on Leaf No. 387)

Effective date postponed to 09/01/2019. See Supplement No. 86.

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(2) Daily Balancing Service, or Monthly Balancing Service:

A Seller/Direct Customer shall be subject to the following requirements:

Daily Balancing Service for Interruptible and Off-Peak Firm Customers:

A Seller/Direct Customer shall determine the Daily Transportation Quantity and schedule the deliveries to the Company's Citygate Receipt Point(s) so that, as nearly as may be possible, the Customers' Daily Delivery Quantities equals the Customers' Daily Transportation Quantities, exclusive of the allowance for losses. In the event the Seller tenders quantities in excess of the Maximum Daily Transportation Quantity, the Company may, in its sole discretion, transport such excess quantities if sufficient capacity is available on its system.

Monthly Balancing Service for Interruptible and Off-Peak Firm Customers:

Each month, the Company shall determine the Interruptible Delivery Requirement and the Seller/Direct Customer shall be obligated to deliver this amount in equal daily increments to the Company's Citygate Reciept Points every day of the month, unless otherwise notified by the Company.

a) To the extent practical, the Company will utilize a methodology for determining the Interruptible Delivery Requirement similar to that utilized to determine the Firm Daily Delivery Service Quantity under the Daily Delivery Service in discussed in the Operational Matters Section (C) (1) and as set forth in the GTOP Manual. Sellers and/or Customers can request a modification to the Interruptible Delivery Requirement with no less than 24 hours advance notice prior to the gas day in which the modification is to take effect, by providing documentation to the Company as to why the Interruptible Delivery Requirement is inappropriate. Changes will be granted at the discretion of the Company but can't be unreasonably withheld.

b) The Company, upon 48 hours' notice, may modify the Interruptible Delivery Requirement intra-month for the purpose of adjusting to temperature swings, customer usage and to minimize end of month cash out exposure.

c) The Seller shall provide to the Company notice of the natural gas scheduled for delivery at the Citygate by pipeline transporters for each day of the succeeding month. The scheduled nomination must equal the Interruptible Delivery Requirement.

(Service Classification No. 20 - Continued on Leaf No. 387.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services – Continued

(3) Automatic Netting of Imbalances

Pursuant to Appendix J of the Joint Proposal dated May 28, 2004, as approved by the Commission's Order dated September 27, 2004 in Case No. 03-G-1671, Sellers serving Interruptible or Off-Peak Firm Customers, and Interruptible or Off-Peak Firm Direct Customers (excluding Power Generation Customers) are permitted to participate in the Company's Automatic Netting of Imbalances program ("Program") unless otherwise specified in the Company's GTOP Manual. Under the Program, the Company identifies and nets imbalances for the same gas day for two or more Sellers using the same balancing service option (i.e., Daily Balancing Service or the Monthly Balancing Service) and determines the cash-out tiers to be applied to end-of-month cash-out imbalances for such Sellers. A Seller may opt to not participate in the Program for any calendar month by notifying the Company by e-mail at least two (2) business days prior to the start of the calendar month; if the Company does not receive an opt-out notification, the Seller will be included in the Program for that calendar month. There will be no automatic netting of imbalances under the Program on any day that an Operational Flow Order is in effect. Additional terms and conditions of the Automatic Netting of Imbalances program are set forth in the Operating Procedures.

(4) Monthly Imbalance Trading Service ("MITS")

Direct Customers and Sellers serving firm, interruptible, off-peak firm, or power generation customers under Service Classification No. 9 will be permitted to trade end-of-month imbalances with other Direct Customers or Sellers at specific pipeline Citygate Receipt Points, as explained in the Company's Sales and Transportation Operating Procedures Manual. This trading will be allowed among firm, interruptible, and off-peak firm customers and will be limited to imbalances incurred during the same calendar month. Sellers and Direct Customers electing to trade imbalances will take the full risk of their trades and imbalances not traded will be subject to imbalance charges and cashout credits and surcharges, as explained in Service Classification No. 9 and this Service Classification.

(5) Daily Imbalance Trading Service ("DITS")

Direct Customers and Sellers serving interruptible or off-peak firm customers, under Service Classification No. 9, will be permitted to trade daily imbalances with other Direct Customers or at specific pipeline Citygate Receipt Points, as explained in the Company's Sales and Transportation Operating Procedures ("Operating Procedures"). This trading will be allowed among interruptible and off-peak firm customers and will be limited to imbalances incurred during the same gas day, as defined in the Operating Procedures. Sellers and Direct Customers electing to trade imbalances will take the full risk of their trades and imbalances not traded will be subject to imbalance charges and cashout credits and surcharges, as explained in Service Classification No. 9 and this Service Classification.

(Service Classification No. 20 - Continued on Leaf No. 388)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services – Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 389)

SERVICE CLASSIFICATION NO. 20 – Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters - Continued

(C) Balancing Services - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 389.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters – Continued

(C) Balancing Services – Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 389.2)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters – Continued

(C) Balancing Services - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 389.3)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Operational Matters – Continued

(D) Failure to Deliver:

If Seller at any time fails to deliver the required quantities during an OFO period, in addition to the charges due for its failure to make deliveries, the Company may require Seller as a condition to the continuation of service to Seller Customer(s), and in addition to payment of the required charges, to reimburse the Company in full for the cost of purchasing and installing equipment necessary to:

(1) monitor daily consumption by the Customer(s), and

(2) be in a position to take the action necessary to preserve system integrity if the marketer should fail again to make full deliveries during an OFO period.

In addition, the Company may terminate service to a Seller for Seller's failure to deliver the required quantities for Transportation Service in accordance with SC Nos. 9 and 20 of this Rate Schedule, the UBP and applicable orders of the Commission.

(E) Measurement of Receipts and Heating Value Adjustment:

Quantities of gas received by the Company at the Receipt Point(s) for the Customer's account shall be measured in accordance with the measurement provisions of the tariff of the interstate natural gas pipeline company which delivers the gas to the Receipt Point(s) or, in the case of quantities received from Local RNG Production, in accordance with the measurement provisions of the GTOP and the interconnection agreement applicable to the Local RNG Production source. Volumes of gas delivered by the Company and registered at the Customer's meter in Ccf will be converted to therms, in accordance with General Information Section III. 8.

(Service Classification No. 20 - Continued on Leaf No. 389.4)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 390)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service

A Capacity Release Seller must participate in Con Edison's Mandatory Capacity Release Service, as part of the Tier 1 Daily Delivery Service program as described in the Section (C) of this Service Classification, subject to the terms and conditions in this Tariff and the Company's GTOP Manual. A Capacity Release Seller and its Agent/Designee ("its Agent"), if applicable, must execute a Capacity Release Service Agreement, prior to the start of each capacity release period, in order to obtain a capacity release from the Company. Deadlines for executing a Capacity Release Service Agreement for each capacity release period will be communicated directly to Capacity Release Sellers or will be set forth in the Company's GTOP Manual.

The Mandatory Capacity Release Service excludes any storage capacity and associated pipeline capacity released under the Tier 2(B) - Physical Storage program of the Daily Delivery Service.

(A) Capacity Release Quantity:

A Capacity Release Seller and/or its Agent must obtain the Company's interstate pipeline capacity for all of the Seller's Firm Customers. Commencing November 1, and extending to October 31 of each year (the "capacity release period").

The capacity allocated to each Marketer as part of the Daily Delivery Service program is determined as described in the Operational Matters Section (C) in this Service Classification.

(B) Increasing or Decreasing Released Capacity:

If a Seller has a net increase or decrease in its firm load (as confirmed by the Company), after the date the Seller and its Agent, if applicable, executes the Capacity Release Service Agreement for a capacity release period, the Company will release to the Seller and/or its Agent or recall from the Seller and/or its Agent such capacity to meet that net increase or decrease, to the extent that additional capacity is available.

(Service Classification No. 9 - Continued on Leaf No. 390.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service - Continued

(C) Character of Release:

The Company's GTOP will set forth the specific interstate pipeline(s) on which capacity will be released by the Company to the Capacity Release Sellers and/or its Agent for each capacity release period.

Capacity releases shall be effectuated in accordance with FERC regulations and gas tariff(s) of the pipeline(s) on which capacity is released. The Company's release of capacity shall not constitute a guarantee of any particular level of service by the pipeline(s) on which capacity is released. The Company shall not be liable to a Capacity Release Seller and/or its Agent in any way for interruptions of service by the pipeline(s).

(Service Classification No. 9 - Continued on Leaf No. 390.2)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 390.3)

PSC NO: 9 GAS LEAF: 390.3
COMPANY: **CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.** REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/07 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 07-G-0299 dated August 30, 2007

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 9 - Continued on Leaf No. 390.4)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service - Continued

(D) Payment of Pipeline Charges:

The Capacity Release Seller and/or its Agent shall pay the pipeline(s) directly for charges associated with the use of released capacity, at the Company's projected WACOC effective November 1 of each year. If the Capacity Release Seller and/or its Agent fails to pay the pipeline(s) for any charges that result in the Company receiving less than the full credit from the pipeline to which it was otherwise entitled, upon receipt of the Company's invoice, the Capacity Release Seller and/or its Agent shall no later than five (5) business days thereafter reimburse the Company for all such amounts plus,

(a) interest on such amounts at the rate prescribed by General Rule III. (8) (L), and

(b) an amount in respect of Gross Receipts Taxes based upon the applicable total effective percentage increase specified on the Company's then effective Statement of Percentage Increase in Rates and Charges.

The Company may terminate the Seller's and/or its Agent's Capacity Release Service Agreement immediately (or at any time thereafter) upon receipt of notice that the Capacity Release Seller and/or its Agent has failed to pay the pipeline(s) for any of the pipeline charges described above. Such termination shall not affect the Company's right to reimbursement from the Capacity Release Seller and/or its Agent as described above.

(E) Credit Requirements:

A Capacity Release Seller and/or its Agent must satisfy the credit requirements prescribed by the FERC tariff of the pipeline(s) on which capacity will be released and provide the Company with appropriate documentation of compliance with those requirements. The Capacity Release Seller and/or its Agent shall notify the Company immediately of any change in its financial circumstances that results in non-compliance with the pipeline requirements.

(F) Indemnification and Warranty:

The Capacity Release Seller and/or its Agent shall indemnify the Company from all losses and damages resulting from the actions or inactions of the Capacity Release Seller and/or its Agent under the Capacity Release Service Agreement with the Company and the pipeline service agreement(s). The Capacity Release Seller and/or its Agent shall also warrant title to the gas transported under these pipeline service agreements.

(Service Classification No. 9 - Continued on Leaf No. 390.5)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Mandatory Capacity Release Service - Continued

(G) Recalls of Capacity:

The capacity released to a Capacity Release Seller and/or its Agent may be recalled by Con Edison

(i) by the amount that the Capacity Release Volume applicable to firm customers served by the Capacity Release Seller behind Con Edison's Citygate decreases; or

(ii) if the Capacity Release Seller and/or its Agent fails to comply with the terms and conditions of Con Edison's Gas Tariff, the GTOP, and the Capacity Release Service Agreement; or

(iii) if the Capacity Release Seller and/or its Agent fails to comply with an interstate pipeline company's capacity release provisions; or

(iv) when required to preserve the integrity of Con Edison's facilities and service; or

(v) whenever the Seller and/or its Agent fails to deliver gas to Con Edison equal to the aggregate Capacity Release Volume of its Customers.

(Service Classification No. 9 - Continued on Leaf No. 391)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions

(A) Term of Service:

The term of any agreement under this Service Classification shall be co-extensive with the term of the service agreement(s) of the Service Classification No. 9 Customer(s) on whose behalf the Seller is delivering gas.

(B1) Credit and Security Requirements:

Acceptance of a request for service and continued eligibility for service is contingent upon a Marketer's and Direct Customer’s satisfaction of creditworthiness requirements and provision of any security as specified in the UBP.

For Billing Agency arrangements, Con Edison has a right to require a Marketer acting as Billing Agent to provide and maintain financial security equal to:

(i) 45 days of a Marketer's customers' projected peak period energy requirements over the coming 12 months priced at Con Edison's applicable transportation tariff rate, including relevant transition charges, minimum charges, balancing charges and other rates, charges and adjustments as set forth under Service Classification No. 9 of this Rate Schedule; or,

(ii) where a lockbox arrangement is provided by a Marketer acting as Billing Agent, the required security for Billing Agency will be reduced to 22.5 days. Security may be provided in cash, a letter of credit, surety bond or guaranty of a third party that the Marketer meets the minimum credit requirements as set forth in the UBP

(iii) For prepayment requirements related to the DDS program refer to the Operational Matters (C) (1) under SC No. 20.

(Service Classification No. 20 - Continued on Leaf No. 391.1)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(B2) Recall of Capacity Due to Poor Credit Rating

Con Edison reserves the right to recall capacity from a Customer taking service under Service Classification No. 9 if its Marketer fails to maintain appropriate creditworthiness as specified in the UBP.

(Service Classification No. 20 - Continued on Leaf No. 391.2)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 391.3)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 391.4)

PSC NO: 9 GAS LEAF: 391.4
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 4
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 3
Issued in Compliance with Order of the Public Service Commission dated December 19, 2003 in Case Nos. 98-M-1343, 99-M-0631, and 03-M-0017

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 392)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 393)

PSC NO: 9 GAS LEAF: **393**
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 5
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 3
Issued in Compliance with Order of the Public Service Commission dated December 19, 2003 in Case Nos. 98-M-1343, 99-M-0631, and 03-M-0017

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

RESERVED FOR FUTURE USE

(Service Classification No. 20 - Continued on Leaf No. 394)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions – Continued

(C) Terms of Payment:

Net cash on presentation of bill, subject to a late payment charge in accordance with General Rule III 8(L), or such other terms specified in the UBP or in an agreement between the Customer and the Company for a negotiated rate.

Marketers participating in the Company's Daily Delivery Service program should refer to section (C) (1) "Security Prepayment Requirement and POR Netting Requirement" regarding payments for demand and commodity amounts under the Baseload Service, Tiers 2(A) Virtual storage and Tier 3 Peaking.

(D) New Facilities:

The Company shall not be obligated to install any new facilities or modify any existing facilities to receive gas pursuant to this Service Classification. If the Company, in its sole discretion, agrees to install any facilities, it may require the Seller to pay to the Company the full cost of such facilities and related costs in advance of the commencement of construction.

(E) Warranty of Title:

Seller warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances, and claims whatsoever. Seller shall indemnify the Company 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 the Company for transportation.

(Service Classification No. 20 - Continued on Leaf No. 395)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(F) Control and Possession:

As between the Seller and the Company, the Company shall be deemed to be in control and possession of the gas to be transported upon receipt of such gas at the Citygate and the Seller shall be deemed to be in control and possession of the gas prior to such receipt by the Company.

(G) Company Rights to Interrupt and Terminate Service to Marketers:

The Company reserves the right to reject any application for service, or to interrupt service, under this Service Classification where, in the sole judgment of the Company, the provision of service would or might impair the Company's rights or ability to receive service, purchase gas, or utilize capacity on the transmission system of any of its pipeline suppliers, impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under these rates. In addition, the Company may terminate service to a Marketer or Direct Customer for its failure to meet the requirements of this Service Classification, the Company's Sales and Transportation Operating Procedures and any other provisions of this Rate Schedule provided such termination is consistent with the provisions of the UBP.

(H) Notification of Termination of Supply and Discontinuance of Marketer Operations:

A Marketer intending to terminate gas supply to a Customer and/or discontinue operations (in whole or in part) in the Company's service territory must comply with the requirements specified in the UBP, the Home Energy Fair Practices Act (Public Service Law, Article 2), the Company's Operating Procedures, and applicable orders of the Commission. Upon discontinuance of supply by the Marketer, and unless/until a Customer selects a new Marketer or the Marketer assigns the customer contracts to other eligible marketers, the Marketer shall be obligated to sell to the Company, at the Company's sole option, gas supply and/or capacity that the Marketer would otherwise use to serve the Customer, on any day or days during the remaining term of the contract between the Marketer and the Customer, at the lower of the applicable average cost of gas to Firm Customers for the delivery month, as defined on Leaf Nos. 155-157, or the price that the Customer would otherwise have paid Marketer for such gas supply and/or capacity on such day or days.

(Service Classification No. 20 - Continued on Leaf No. 396.0)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(I) Company's Sales and Transportation Operating Procedures:

Service provided under this Service Classification shall be subject to the applicable requirements set forth in the Company's Sales and Transportation Operating Procedures ("Operating Procedures"), as the same be amended, modified, or superseded from time to time. Changes to the Operating Procedures shall become effective thirty days' after providing notice of changes to the Staff of the Public Service Commission ("Commission Staff") and all Marketers and Direct Customers. Where necessary and appropriate and upon consultation with Commission Staff, the Company may implement changes on less than thirty days' notice. In the event of a conflict between the Operating Procedures and the Rate Schedule, the Rate Schedule shall govern.

A copy of the Operating Procedures is available on the Company's Internet site. The Company shall provide a copy of the Operating Procedures to a Customer upon request.

(Service Classification No. 20 - Continued on Leaf No. 397.0)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions – Continued

(J) General Information:

The additional rules, regulations, terms and conditions in General Information Sections I-V and VIII, inclusive, are applicable to and made a part of this Service Classification, to the extent not inconsistent with the provisions of this Service Classification and the UBP. Rider A may be applied to this Service Classification.

(K) Statement of Charges:

The Company shall file with the Commission a statement showing all charges applicable to this Service Classification.

(L) Application Forms:

The application form for service under this Service Classification is included in the Company's Sales and Transportation Operating Procedures.

(Service Classification No. 20 - Continued on Leaf No. 397.1)

SERVICE CLASSIFICATION NO. 20 – Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(M) On-site Meter Reading Fee:

An on-site meter reading is an actual reading at an SC 9 Customer's premises on the regularly scheduled meter reading date in the event that the customer's communication equipment used for remote communications is not operational. Where an on-site meter reading is required, the charge will be $19.00. The fee will not be assessed on SC 9 customers whose communication equipment is maintained by the Company or SC 9 Customers with AMI metering equipment.

(N) Special Meter Reading Fee:

A special meter reading is a meter reading at the Customer's premises performed on a date that is different from the customer's regularly scheduled meter reading date. Special meter readings must be scheduled two business days before the special meter reading date.

Where a special meter reading is requested by the Customer or the Customer's Marketer, the charge will be $19.00 per Customer account per visit.

The Company will complete a meter reading requested by a Residential Customer upon discontinuance of utility service in accordance with the provisions of Public Service Law §39.4, and such customer will be charged the $19.00 fee, subject to the following:

(1) Upon receipt of either oral or written notification from the Residential Customer that the Customer will be discontinuing gas service, the Company shall notify such customer of their right to an actual meter reading;

(2) The Company shall attempt to read the meter within 48 hours of such request for termination on discontinuation of gas service to a Residential Customer, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading;

(3) The Company shall not be required to provide a meter reading during a holiday or non-work day, but shall instead provide such meter reading on the next workday;

(4) The Company shall only charge a Customer one special meter reading fee for reading both meters should the Customer request final meter readings for both electric and gas service; and

(5) The Company will not charge a meter reading fee to a Residential Customer where the Company has the ability to read the customer’s meter without sending personnel to the Customer’s premises.

(Service Classification No. 20 - Continued on Leaf No. 397.2)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions – Continued

(O) Account Separation Fee

The Company will charge an ESCO/Marketer $34.50 to separate a combined gas and electric account into two accounts. If a Customer authorizes an ESCO/Marketer for electric service and another ESCO/Marketer for gas service, the Company will charge each ESCO/ Marketer one-half of the applicable charge.

(P) Consolidated Billing And Payment Processing Services

A Marketer and the Company may agree for one party to perform consolidated billing and payment processing services on behalf of the other. Billing and payment processing services for consolidated utility billing are governed by the terms and provisions of retail access billing and payment processing practices, as specified in the UBP, the Home Energy Fair Practices Act (Public Service Law, Article 2) and by such other terms and conditions not inconsistent with otherwise applicable laws, regulations, and Commission Orders as reflected in a Billing Services Agreement between the Company and the Marketer.

The Company will issue Consolidated Bills only for ESCO/Marketers participating in the POR program. A non-participating ESCO/Marketer may offer consolidated billing and/or dual billing options as set forth in the Company's Gas Sales and Transportation Operating Procedures ("Operating Procedures"). For residential customers of a non-participating Marketer, the Marketer may only offer dual billing. According to the terms and conditions of the POR program, the Marketer assigns to the Company its rights in amounts billed to all of its Customers participating in the Company's Retail Access Program and receiving a Consolidated Bill. In turn, the Company will purchase the gas supply service accounts receivable at a discount ("POR Discount Percentage") from the participating Marketer without recourse on the accounts of the Company's firm transportation Customers who receive a consolidated bill that includes gas supply service provided by the ESCO/Marketer.

Under the POR program, the Company shall remit to the ESCO/Marketer undisputed ESCO/Marketer charges billed to its customers, reduced by the POR Discount Percentage. The POR Discount Percentage shall consist of an Uncollectible Bill Percentage, a Risk Factor, a Credit and Collections component, and an Incremental Cost component associated with POR program administration. The four components will be set annually and become effective each January 1. The Uncollectible Bill Percentage shall be based on the Company's actual uncollectible bill experience applicable to electric and gas customers for the 12-month period through the previous November. The Risk Factor shall be equal to 15 percent of the Uncollectible Bill Percentage. The Credit and Collections component will include: a) a percentage determined by dividing the Company's credit and collection expenses attributable to firm transportation customers whose ESCOs/Marketers participate in the Company's POR program by the estimated gas supply costs to be billed on behalf of ESCOs/Marketers through the POR program; and b) effective January 1, 2019, a percentage that reflects a reconciliation of prior periods' credit and collections expenses and recoveries ("C&C Variation"), plus interest (calculated at the Other Customer Capital Rate). The Incremental Cost component shall be set at 0.15%.

A statement showing the POR Discount Percentage will be filed with the Commission on no less than three days' notice.

(Service Classification No. 20 - Continued on Leaf No. 397.3)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(P) Consolidated Billing and Payment Processing Services - Continued

The Credit and Collections component of the POR Discount Percentage effective January 1, 2027 will collect differences in the C&C level of revenues applicable to POR customers and actual recoveries resulting from the extension of the suspension period in Case 25-G-0073. A statement showing the POR Discount Percentage will be filed with the Commission on no less than three days' notice.

Further details of the POR program are described in the Company's Operating Procedures and the Billing Service Agreement between the Company and the ESCO/Marketer.

A Marketer Consolidated Bill shall include a bill issued by a Marketer under agency billing, until Electronic Data Interchange ("EDI") is operational for bill-ready Marketer consolidated billing, as permitted in the Operating Procedures. A Marketer that fails to bill its customers or to transmit Customer payments to Con Edison on a timely basis will be precluded from acting as a Billing Agent. When EDI is operational for Marketer consolidated billing, as established in Case 99-M-0667, all provisions of this Rate Schedule relating to Billing Agency are terminated.

For Marketer Consolidated Bills issued on or after February 3, 2004, Customer payments shall be allocated and prorated in accordance with the UBP, the Home Energy Fair Practices Act (Public Service Law, Article 2), and applicable orders of the Commission.

If a Marketer requests that a Company-issued Consolidated Bill include an insert required by statute, regulation, or Public Service Commission order, and such insert exceeds one-half ounce, the Company will charge the Marketer for incremental postage.

(Q) Discontinuance and Suspension of Transportation Service to a Customer

A Marketer may not physically disconnect a Customer's gas service. Con Edison may disconnect service to a Customer in accordance with the provisions of the General Information Section of this Rate Schedule. At the request of a Marketer, Con Edison may suspend service to a residential Customer or a two-family dwelling receiving Marketer Consolidated Bills or to a multiple dwelling pursuant to the Home Energy Fair Practices Act (Public Service Law, Article 2) ("HEFPA"). However, the Marketer may not request service suspension in the condition where the Company is purchasing the Marketer's receivables.

By submitting a request for suspension of service to the Company in the authorized form, a Marketer represents that it has complied with all statutory and regulatory requirements for termination of supply service and suspension of transportation service. Suspension will end at the request of the Marketer that requested the suspension. However, if the Marketer has not requested an end to the suspension one year after it terminated supply service, the Company will restore delivery service at the Customer's request provided the Customer meets tariff and HEFPA requirements for service restoration.

(Service Classification No. 20 - Continued on Leaf No. 398)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(R) Suspension of Service Fees:

The Company shall charge the following charge to a Marketer that requests suspension of service to a residential Customer or a two-family dwelling receiving Consolidated Bills or to a multiple dwelling pursuant to the Home Energy Fair Practices Act (Public Service Law, Article 2) (" HEFPA"):

Suspension of Service (at the meter):	$26.00	if the gas service to a gas or electricity and gas account is suspended; provided, however, that the charge is $13.00 to the Marketer if the gas service is disconnected on behalf of both the Marketer and the Company; and
	$34.50	if the gas and electricity services to an account are suspended at the same time; provided, however, that the charge is $17.25 to the Marketer if one service is disconnected on behalf of the Marketer and the other, on behalf of the Company or another Marketer.

(Service Classification No. 20 - Continued on Leaf No. 399)

SERVICE CLASSIFICATION NO. 20 - Continued

TRANSPORTATION RECEIPT SERVICE (TRS) - Continued

Miscellaneous Provisions - Continued

(S) Information About the Company's Charges

To enable a Marketer to determine the lowest amount that a Customer must pay to end a suspension of service, the Company shall charge $8.00 to a Marketer per bill per service for each account on which the Marketer requests that the Company calculate what it would have charged the Customer had the Customer purchased commodity from the Company. The Company will calculate the bill under its applicable Firm Sales Classification; subtract the bill issued under Service Classification No. 9 for the same period; and provide the difference to the Marketer. The Company will accept Marketer requests by electronic mail only. The Company will cease to provide this service once its self-service bill calculation facility becomes available.

(T) Dispute Resolution Charge

In accordance with the 2007 Gas Rate Plan,, ESCOs serving Con Edison gas customers are subject to a dispute resolution procedure, as further explained in the Company Gas Sales and Transportation Procedures. If Con Edison determines in its sole discretion to be reasonably exercised, that the ESCO is not in compliance with this procedure, Con Edison will assess a charge on the ESCO equal to the amount disputed by the Customer.