

PSC NO: 9 GAS

LEAF: 82

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 - 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**

- (5) 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)

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