

**..DID: 16368****..TXT: PSC NO: 9 GAS****LEAF: 322****COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1****INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 0****STAMPS:****Cancelled by 2 Rev. Leaf No. 322 Effective 12/01/2001****Effective date postponed to 12/01/01. See Supplement No. 13****RECEIVED: 08/06/01 STATUS: Cancelled 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Edison Sales and Transportation Operating Procedures ("Operating Procedures"), as the same may be amended, modified, or superseded from time to time.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 either thirty days after providing notice of such changes to the Staff of the Public Service Commission ("Commission Staff") and all Marketers and Direct Customers, or on the first day of the second calendar month following their submission to Commission Staff. 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)