

**PSC NO: 9 GAS**

LEAF: 339

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

REVISION: 5

INITIAL EFFECTIVE DATE: 7/01/09

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with Order in Case 09-M-0311 dated June 19, 2009

**SERVICE CLASSIFICATION NO. 12 - Continued****DUAL-FUEL SALES SERVICE (DFSS) – Continued****(D) Other Rates, Charges and Adjustments - Continued**

Any difference between Section 18-a amounts to be recovered and actual amounts collected, excluding gross receipts taxes, will be reflected in a subsequent period surcharge; provided, however, that any reconciliation amount required to be collected after the last year that the surcharge is in effect, will be deferred, plus working capital costs, for collection from or refund to customers.

The TSAS will be allocated to each customer class based on the class contribution to the Company's total gas revenues, including gross receipts taxes. The contribution of each class will include both delivery and supply charges, (including estimated supply charges for retail access classes), and gross receipts taxes for all.

The TSAS that is applicable to service under this Schedule will be collected on a monthly basis. The unit amount to be collected will be shown on the Statement of Temporary State Assessment Surcharge (the "Statement") that is filed with the Commission apart from this Schedule.

Unless otherwise directed by the Commission, any change to the unit amounts to be collected will be filed with the Commission on a revised Statement no less than 15 days prior to the Statement's effective date.

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

(Name of Officer, Title, Address)