

**PSC NO: 9 GAS**

LEAF: 313.1

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

REVISION: 0

INITIAL EFFECTIVE DATE:08/01/05

SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case 03-G-1671 dated September 27, 2004

**SERVICE CLASSIFICATION NO. 9 - Continued****TRANSPORTATION SERVICE - Continued****Third Party Capacity**

The Customer's Seller must submit (by the date stated in the Company's Sales and Transportation Operating Procedures Manual) a completed Con Edison Affidavit of Firm Transportation attesting that there is in place one or more executed transportation contract(s) with one or more interstate pipeline(s) for non-recallable firm transportation with primary delivery point capacity from the source of the gas supply to the Citygate dedicated to deliveries for the Customer's account for its full requirements for each winter season (November-March). Seller shall provide documentation to support the information attested to in the Affidavit. If the Company is unable to verify a Seller's capacity holdings, after following the procedures set forth in the Sales and Transportation Operating Procedures Manual, then Seller shall be eligible to serve firm customers, effective November 1 of each year, only to the extent that it has verifiable capacity holdings, if any.

All firm transportation must meet the Citygate delivery point allocations set forth in the Company's Sales and Transportation Operating Procedures Manual. The Customer's Seller shall submit a new Con Edison Affidavit of Firm Transportation and supporting documentation for all succeeding years of service attesting that it meets the above firm transportation requirements, by the date set forth in the Manual. Seller shall also submit a new affidavit and supporting documentation by seven calendar days prior to the first day of each calendar month during the winter season, if the sum of the requirements of Seller's Customers increased during the prior month.

By October 1 of each year, a Seller electing Third Party Capacity must also submit to the Company a fully executed original of one of the agreements described in (I) or (II) below for each of Seller's third party capacity and/or bundled sales arrangements:

- I. An agreement among the Company, Seller, and Seller's pipeline or third party supplier, as applicable, that provides the Company an irrevocable option to use or acquire all or a portion of such capacity or bundled sales gas, as applicable, for all or a portion of the Winter Period, without any additional consents from the Seller or its pipeline or third party supplier, as applicable.
  - (i) For Seller's bundled sales gas, the agreement must provide the Company an irrevocable right to effectuate an assignment(s) of all or a portion of the bundled gas supply whenever the Seller defaults or voluntarily or involuntarily discontinues service permanently or temporarily for all or part of its firm Customer requirements, during which time the third party supplier shall act upon the Company's directions, even in the event of contrary direction or protest from Seller.

**(Service Classification No. 9 - Continued on Leaf No. 313.2)****Issued By: ~~Joan S. Freilich, Executive Vice President & Chief Financial Officer, 4 Irving Place, New York, N. Y. 10003~~**

(Name of Officer, Title, Address)