Received: 04/30/2002 Status: CANCELLED Effective Date: 05/01/2002

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COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. REVISION: 1

INITIAL EFFECTIVE DATE: 05/01/02 SUPERSEDING REVISION: 0 STAMPS: Issued in compliance with order in C. 00-G-1456 et al dated April 22,

Cancelled by 2 Rev. Leaf No. 62 Effective 06/28/2002

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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

(N) Tampered Equipment:

Where the Company finds evidence of tampered Company gas apparatus, the Company will charge the Customer a fee of \$160, 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 \$115.

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:

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