

**PSC NO: 9 GAS**  
**COMPANY: CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.**  
**INITIAL EFFECTIVE DATE: 01/01/19**

**LEAF: 316.3**  
**REVISION: 6**  
**SUPERSEDING REVISION: 5**

**SERVICE CLASSIFICATION NO. 9 – Continued**

**TRANSPORTATION SERVICE - Continued**

**Miscellaneous Provisions – Continued**

**(D) Interruptions of Service and Reserve Requirements for Interruptible and Off-Peak Firm Customers- Continued**

Effective January 1, 2019, a Customer will be subject to a penalty charge, as described under Rates Section (J) (11) of this Service Classification, if the Customer incurs two violations during the current Winter Period under the “Two-Violation Rule.” This charge is in addition to the unauthorized use charges and all other charges assessed for not complying with the terms of this Service Classification.

Violations under the Two-Violation Rule:

For each Winter Period, an Interruptible or Off-Peak Firm Customer will incur a violation if the Customer:

- (i) fails to fully interrupt its use of gas, including any planned interruptions (except for any permitted use of gas for ignition purposes); or
- (ii) effective January 1, 2019, fails to submit a signed affidavit to the Company by October 15 each year of the current Winter Period.

A Customer’s failure to interrupt its use of gas due to inoperable dual-fuel facilities (excluding, for purposes of this paragraph, associated Customer-installed phone lines) counts as a violation towards the above-described Two-Violation Rule except as follows: During each Winter Period, a customer’s failure to interrupt the use of gas during a planned interruption due to documented inoperable dual-fuel facilities will not be counted as a violation provided that the Customer (i) notifies the Company within one hour of the failure of its equipment; (ii) repairs and makes operable its dual-fuel equipment within forty-eight (48) hours of the equipment’s failure; and (iii) provides the Company with an affidavit or other sufficient documentation that it has repaired and made operable its dual-fuel equipment and immediately complies with the earlier of the ongoing interruption or a separate planned interruption. The Company will extend the 48-hour repair deadline to a period not to exceed seven (7) days provided the Customer demonstrates to the Company’s satisfaction that such extension was necessary due to the unavailability of a part and its installation during such 48-hour repair period. All three conditions must be satisfied for this exception to the two-violation rule to apply. During the 48-hour repair period, or, if applicable, the extended 7-day repair period, the Customer will be subject to applicable unauthorized use charges, an alternate fuel or energy non-compliance charge, minimum charges and imbalance charges as set forth in this Service Classification, the Company’s Sales and Transportation Operating Procedures, or this Rate Schedule (excluding the non-compliance charge set forth in (D) (3) above for inoperable dual-fuel facilities provided the Customer makes operable its dual fuel facilities within the applicable repair period).

**Service Classification No. 9 - Continued on Leaf No. 316.4)**

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