

OUR LADY OF LOURDES APARTMENTS LLC

217 WYCKOFF AVENUE
BROOKLYN, NY 11237
PH. 718-366-3800 FX. 718-366-8740

April 18, 2017

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

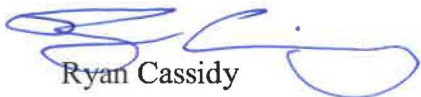
Re: Case _____ - Notice of Intent of Our Lady of Lourdes Apartments, LLC to Submeter Electricity at the following low income apartment buildings contiguously located in Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.

11 De Sales Place, Brooklyn NY 11207
21 De Sales Place, Brooklyn NY 11207
1875 Broadway, Brooklyn NY 11207
(Collectively referred to as the "OLL Apartments")

Dear Secretary Burgess:

On behalf of Our Lady of Lourdes Apartments LLC, an affordable housing development funded in part by NYC Housing Preservation and Development (HPD), NYS Homes and Community Renewal (HCR), with grant funding from NYSERDA, please find a Notice of Intent to Submeter Electricity at the above reference addresses. Please contact me with any questions.

Respectfully submitted,



Director Property Management

Ridgewood Bushwick Senior Citizens Council Inc for
Our Lady of Lourdes Apartments, LLC

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**Notice of Intent of Our Lady of Lourdes Apartments LLC to
Submeter Electricity at: 11 De Sales Place, Brooklyn NY 11207
21 De Sales Place, Brooklyn NY 11207, and 1875 Broadway,
Brooklyn NY 11207; Located in the Territory of Consolidated
Edison Company of New York, Inc.**

CASE NO: _____

NOTICE OF INTENT TO SUBMETER ELECTRICITY

Our Lady of Lourdes, LLC (the “Applicant”),¹ is the developer of a new multi-unit, multi-building residential complex located at 11 De Sales Place, Brooklyn, NY 11207, 21 De Sales Place, Brooklyn, NY 11207, and 1875 Broadway, Brooklyn, NY 11207 (the “Buildings”). Pursuant to 16 NYCRR § 96.3(a), the Applicant submits this Notice of Intent to Submeter Electricity (the “Notice”) at the 76 rental units in these Buildings, which is located within the service territory of Consolidated Edison Company, Inc. (“ConEd”). Applicant anticipates that the Buildings will be ready for occupancy as follows:

11 De Sales Place (14 units), May 2017
21 De Sales Place (44 units), August 2017
1875 Broadway, (18 units), November 2017

Because Applicant is seeking authorization to submeter at new, master-metered multi-unit residential premises that will not utilize electric resistance heat, Applicant hereby provides the information required in a Notice of Intent to Submeter pursuant to Section 96.3(a) of the NYS Public Service Commission’s (“Commission”) Rules and Regulations (16 NYCRR § 96.3(a)). Furthermore, none of the units at the Buildings are occupied as of the date of this Notice of Intent. Therefore, the notice requirements in 16 NYCRR §§ 96.3(a) and (c) are not applicable due to new premises. 96.3 (b) is not applicable since payment of electric heat is not responsibility of residents. However, as described in more detail below, Applicant will include a Submetering Lease Rider with all leases for units at the Buildings. This lease rider will provide prospective residents with notice, prior to signing a lease agreement, that electricity will be supplied on a submetered basis and the residents will be responsible for electric charges. Furthermore, each year Applicant will provide every resident with the Annual Notification of Rights required by the Home Energy Fair Practices Act (“HEFPA”).

As set forth in detail below, the Owner’s submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly the Owner respectfully request that the Public Service Commission (the “Commission”) approve the Notice.

A. Description of the type of submetering system to be installed:

The Applicant intends to use SATEC, Inc.’s BFM136 submetering system. The SATEC, Inc.’s BFM136 submetering system received Commission approval for use in residential submetering applications on March 4, 2015.² Specifications are attached as **Exhibit B**.

¹ Corporate documentation for the Applicant is attached as **Exhibit A**.

² Case 14-E-0203 — Petition of SATEC, Inc. for Approval of the BFM Electrib Multi-Channel Meter, Order Regarding SATEC BFM 136 Electric Meter (issued March 4, 2016).

B. Description of the methods to be used to calculate bills for individual residents:

In order to manage and potentially minimize the cost to serve tenants, the applicant from time to time may enter into a fixed rate contract for electric supply. The Applicant will cap the submetered rate at the monthly Con Edison SC-1 residential rate and thereby assume all risk if the fixed rate is higher than the monthly rates offered by Con Edison.

If a fixed rate contract is entered into, Applicant proposes an annual rather than monthly reconciliation. This is because a monthly reconciliation could cause numerous unnecessary adjustments.

The bill calculation and annual reconciliation to be used is as follows:

1. Each month the tenant will receive a bill based on the fixed rate commodity contract:
 - a. A resident's kilowatt hour ("kWh") usage will be multiplied by the current SC-1 Con Ed delivery rate.
 - i. All applicable Gross receipts and Sales tax will be added.
 - b. A resident's kilowatt hour ("kWh") usage will be multiplied by fixed rate commodity charge (ESCO Supply Charge) plus a small administrative charge.
 - ii. All applicable Gross receipts and Sales tax will be added.
 - c. The customer will be billed each month the sum of a. and b. above.
2. Each year (for each of the 12 months after the start of service) the otherwise applicable Con Edison rate will be computed as follows:
 - a. A resident's kilowatt hour ("kWh") usage will be multiplied by the current SC-1 Con Ed delivery rate.
 - i. All applicable Gross receipts and Sales tax will be added.
 - b. A resident's kilowatt hour ("kWh") usage will be multiplied by otherwise applicable Con Edison SC-1 electric commodity charge.
 - i. All applicable Gross receipts and Sales tax will be added.
3. Annual Reconciliation: The sum of the 12 months' charges under A and B above will be compared. If the amount billed and paid in A (including the administration charge) exceeds the amount due per B, the difference will be refunded or credited back to the customer.

Thus, as the result of the above reconciliation, in no event will the sum of the monthly rates for a 12-month period (including any monthly administrative charge), exceed the rates and charges of the distribution utility for delivery and commodity to similarity-situated, direct-metered residential customers in that same 12-month period.³

If the Applicant does not enter into a fixed rate contract, each tenant will receive a bill based on the otherwise applicable SC-1 Con Ed rate for delivery and supply service.

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each apartment.⁴

All ConEd rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

³ See 16 NYCRR § 96.1(i).

⁴ See 16 NYCRR § 96.1(j).

C. Plan for complying with the provisions of the Home Energy Fair Practices Act (“HEFPA”):

The Building’s HEFPA compliance plan is attached as **Exhibit C**.

D. Submetering Identification Form:

The Buildings’ completed Submetering Identification Form is attached as **Exhibit D**.

E. Description of the method to be used to back out electric charges from rent:

Since this is new construction, this provision is not applicable to the Building. Submetered electric charges will be billed separately from rent.

F. Certification concerning content of leases or agreements governing the premises to be submetered:

Attached to this Notice of Intent as **Exhibit E** is a Submetering Lease Rider that Applicant will include with all residential leases at the Building. As noted above, this Lease Rider will provide prospective residents with notice, prior to signing a lease agreement, that electricity will be supplied on a submetered basis and the residents will be responsible for electric charges and includes, among other things, summaries of the submetering complaint procedures and the HEFPA rights and responsibilities of residents, and the method to compute submetering charges.

G. Proof of service that this Notice was sent to the local utility company:

A copy of this Notice of Intent was sent to Con Edison, the utility company providing service to the premises to be submetered on March 1, 2017, via overnight mail. Attached to this Notice of Intent as **Exhibit F**, is a copy of the transmittal letter to Con Edison.

H. Documentation regarding refrigerators in all rental dwelling units:

The building is new construction and each residential unit will be initially equipped with a new Energy Star refrigerator that is less than 10 years old.

I. Description of the electric energy efficiency measures that have been or will be installed:

Applicant is planning to incorporate several energy efficiency measures into the Buildings including constructing to Passive House Building standards. A solar photovoltaic array will be installed at each Building that will provide 47 kilowatts annually. For example, Applicant plans to initially equip each residential unit in the Buildings with Energy Star-rated refrigerators, community clothes washers. Applicant also plans to incorporate efficient LED lighting fixtures, a high-efficiency centralized domestic hot water heater, high efficiency HVAC systems utilizing VRF technology, ERV devices in each apartment to recover energy in bathroom and kitchen exhaust, and low flow water fixtures within each unit. Outside of individual units, Applicant plans to incorporate efficient common area lighting fixtures with lighting occupancy sensors. Applicant is also planning to utilize triple pane glass with low-e glass to help keep heat inside during the winter and outside during the summer, which should reduce the Building’s overall heating and air conditioning consumption.

J. Description of information and education programs to residents on how to reduce electric usage:

Each year, Applicant plans to provide its tenants with information on how tenants can reduce energy usage. Applicant will distribute this information at the same time the annual notification of HEFPA rights is distributed. Sample energy reduction information is attached as **Exhibit G** to this Notice of Intent.

K. Information regarding income-based assistance:

All of the submetered residential units in the Buildings will be income-based units. Therefore, the requirements of Section 96.5(k) of the Commission's regulations are applicable. See **Exhibit H** for information.

L. Information if building is an electric heat property:

The Building will not be an "electric resistance heat property." Additionally, the Owner will be responsible for paying for the heat portion of the variable refrigerant flow equipment (VRF). Therefore, the requirements of Section 96.5(l) of the Commission's regulations are not applicable.

M. Information if building is a conversion from direct metering:

This provision is not applicable to the Buildings.

N. Other information required by prior Commission Order:

This provision is not applicable to the Buildings.

In sum, the Applicant's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Applicant respectfully requests that the Commission approve this Notice of Intent to Submeter.

Thank you in advance for your attention in this matter. Please contact Ryan Cassidy at (718) 366-3800 or rcassidy@rbccc.org with any questions about this Notice.

Dated: April 17, 2017

Sincerely,

Ryan Cassidy

EXHIBIT A

**EMPLOYER IDENTIFICATION
NUMBER**

Date of this notice: 01-08-2015

Employer Identification Number:
47-2721483

Form: SS-4

Number of this notice: CP 575 G

OUR LADY OF LOURDES APARTMENTS LLC
DAVID J GALLO SOLE MBR
50 JERICHO QUADRANGLE STE 200
JERICHO, NY 11753

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2721483. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is OURL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

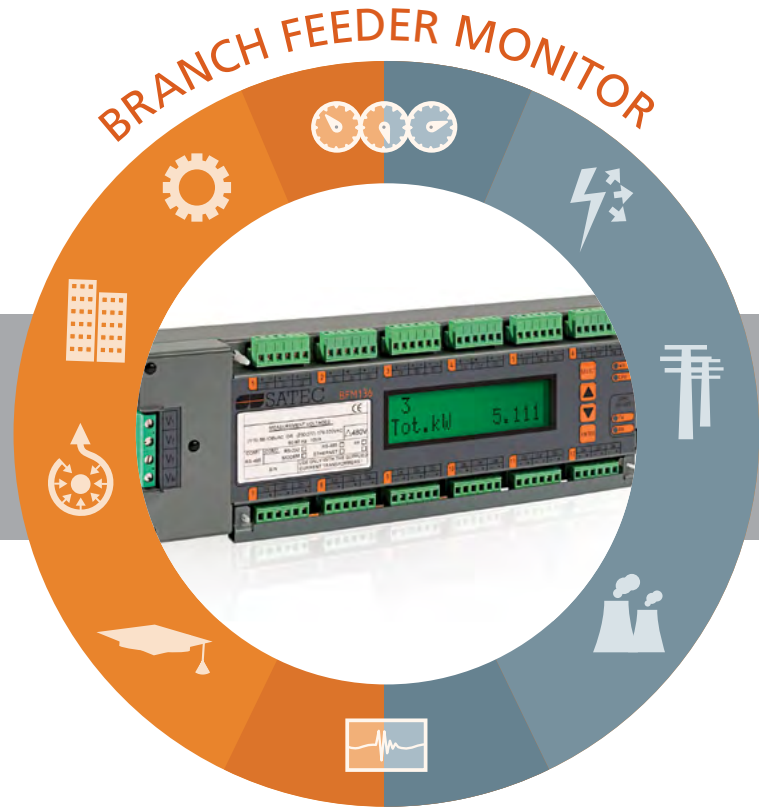
EXHIBIT B

SUBMETERING SPECIFICATIONS

BFM136

BRANCH FEEDER MONITOR

 **SATEC**
Powerful Solutions



THE PERFECT SOLUTION FOR
MULTI-CIRCUIT, MULTI-CLIENT METERING

- Multi-client billing
- Multi-circuit energy reading
- Built-in communication platforms
- Time-of-Use (TOU) metering
- Data Logging



BFM136

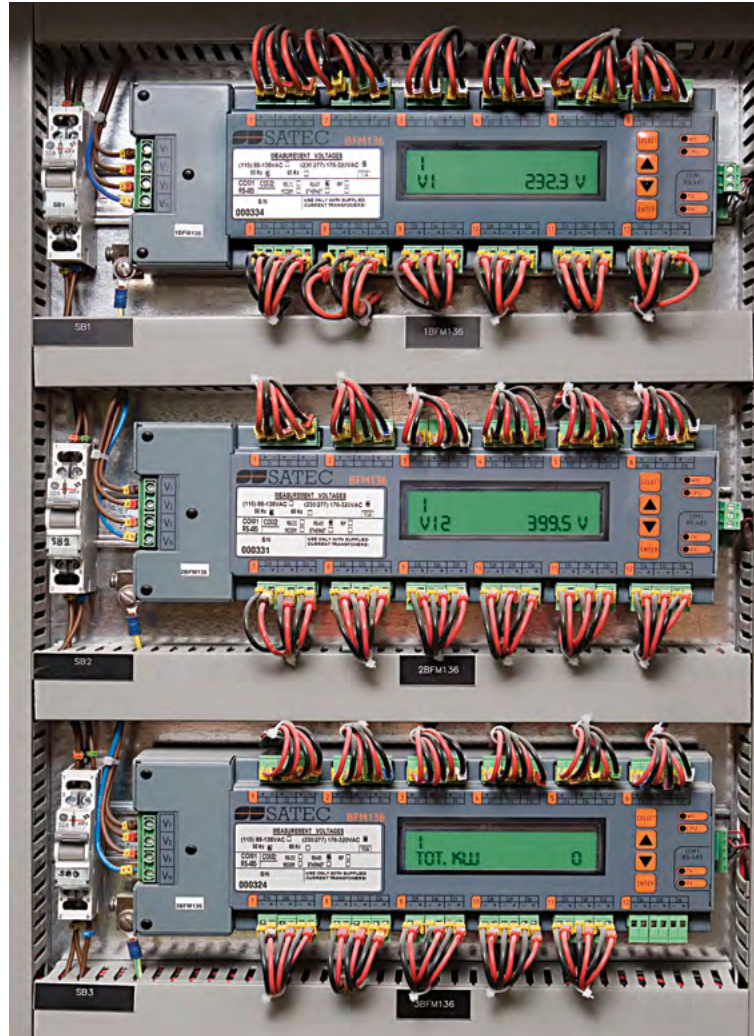
Branch Feeder Monitor

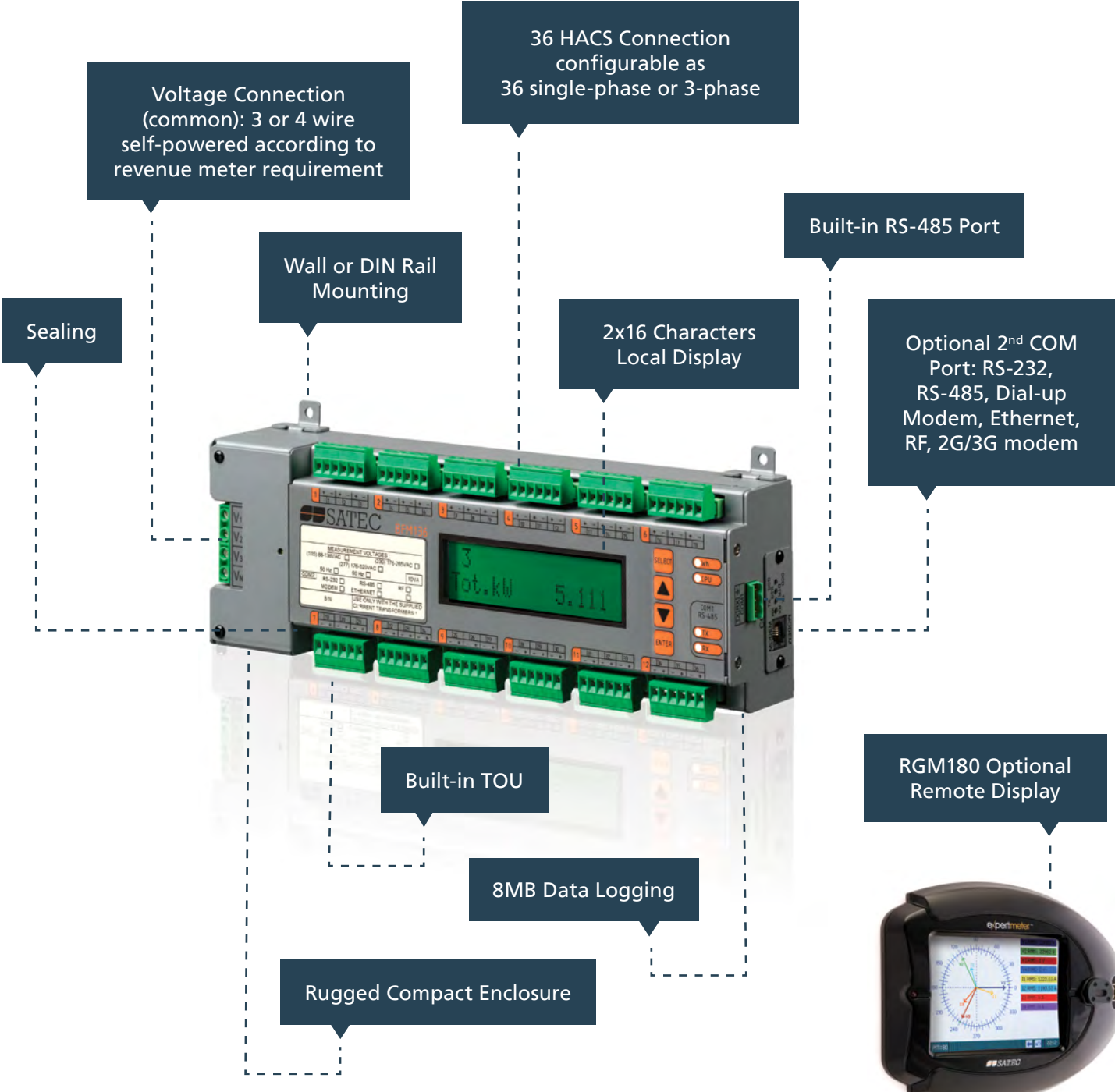
SATEC's BFM136 Branch Feeder Monitor™ is the next generation in energy management metering for multi-point power solutions. Ideal for both new and retrofit projects, the BFM136 automatically provides metering, demand and energy readings, logging and multi-tariff (TOU) data.

The BFM136 monitors up to 12 three phase circuits, 18 two phase or 36 single phase circuits, or any combination of single, two or three phase circuits. This flexibility makes the BFM136 perfect for multi-tenant facilities such as residential projects, office buildings, data centers and shopping malls. The compact BFM136 is designed to easily fit into existing panel boards or be flush mounted nearby, thus eliminating the need for expensive retrofit projects or for allocating extra space for the device.

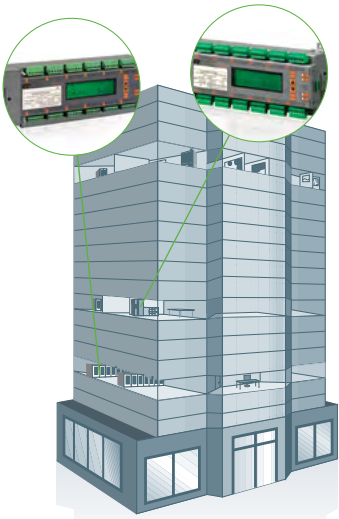
The BFM136 monitors up to 36 currents via High Accuracy Current Sensors (HACS). Each HACS measures and reports the current consumed by each of the branch circuits at the panel board. For billing purposes, single or multiple circuits can be defined for each customer. This flexibility allows a simple reassignment of circuit groups without wiring changes, and allows for easy changes when tenants move in and out. Main panel board or load center installation makes for a valuable saving of both time and money.

The BFM136's user-defined and easily configured alarm system enables users to take predictive maintenance action in order to avoid unnecessary outages.





Manage Your Energy System



Billing & Time Of Use (TOU)

Tariffs vary according to different criteria, such as the week day, holiday, season or consumer type (private home accounts in multi-tenant buildings, businesses, industry etc.). The BFM136 provides data for TOU billing in compliance with the rates set by the local electricity supplier. Unlike some other meters on the market, the BFM136 stores

the TOU information on its non-volatile memory, protecting the data in case of communication loss or power outage.

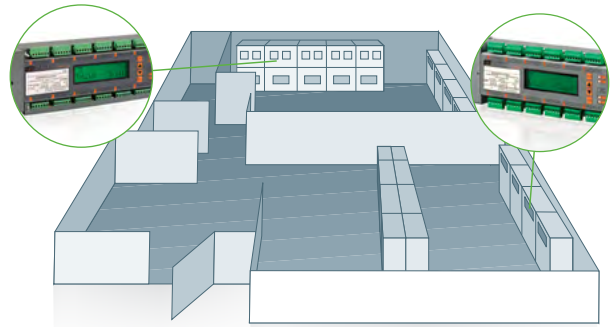
The system also provides information on peak demands and allows for the assessment of penalty if the power factor falls below the level defined by the local electricity suppliers.

Commercial Buildings

Many commercial buildings have a single electricity connection, while the building owner/manager is responsible for distributing the electricity to the tenants. Since charging the tenants based on floor area is no longer acceptable, an accurate, reliable and flexible system should be applied. The BFM136 is specially designed for such cases, allowing the owner/manager to easily monitor the consumption in a small footprint. Using the BFM136 Adding the ExpertPower™ software will allow issuing invoices to the tenants based on real consumption.

Shopping Centers & Malls

Shopping centers usually have a single electricity connection, while the shopping center owner/manager is responsible for distributing the electricity to the shops. Since charging the shops based on floor area is no longer acceptable, an accurate, reliable and flexible system should be applied. The BFM136 is specially designed for such cases, allowing the owner/manager to easily monitor the consumption in a small footprint. Adding the ExpertPower™ software will allow issuing invoices to the shops based on real consumption. It also allows reducing the public area consumption and detection of unauthorized use of electricity.



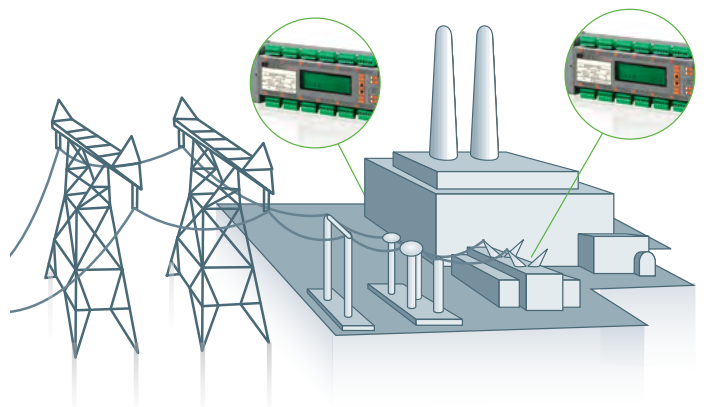
Data Centers

Energy consumption of data centers is constantly rising, following the increase of computing performance. Monitoring the PUE (Power Usage Effectiveness—Total Facility Energy divided by the IT Equipment Energy) is essential. According to the US DoE (Department of Energy), data centers can achieve energy savings of 20-50% by utilizing today's best practices, including "continuously monitor energy" and "monitor energy at all levels."

The practice of monitoring energy is becoming prevalent and modern data centers now include rack level monitoring at the design stage. The BFM136 monitors up to 36 single phase loads, which is ideal for this task, allowing for energy saving and offering high reliability.

Industrial Plants

Typically, industrial plants have many loads that are fed from the same MCC. It has been proven that online monitoring of the consumption down to a single load level results in energy saving of up to 30%. The BFM136 is the most compact and efficient method to monitor several loads located up to 200m from the device, with uncomparable accuracy. The use of single device rather than separated meters makes it easy to install and maintain as well as single point for communication.



Software Integration

PAS

For remote reading and control, the BFM136 is supported by SATEC PAS software, designed for remote setup and data viewing and analysis. PAS provides real-time access to data,

downloading scheduler and automatic export to .mdb files for MS Access, MS Excel and database integration. The BFM136 operates as up to 36 separated modbus slaves for simple integration.

Building Management Systems

With the open Modbus protocol, the BFM136 can interface any system, such as Building Management, HMI and more.



For automated monitoring, complete billing service, and more advanced analysis options, SATEC offers ExpertPower™, the web-based energy management system.

This service provides automatic monitoring, billing and analysis for electric power systems.

ExpertPower™ delivers total visibility for entire power systems over the Internet, providing alarms, power diagrams, power profiles and demands, events logging, history and graphs.

For more information on our service, see SATEC ExpertPower™ brochure.



BFM136 VS. 3-Phase Meters



In comparison with three-phase meters, the BFM136 offers a great saving of cost, time and space:

- A single BFM136 instrument replaces 12 3-phase meters
- Saves 60% of the hardware cost (typ.)
- Saves 75% installation cost (typ.)
- Saves 75% of installation time (typ.), including wiring

- Saves 75% of panel space for three-phase or 90% for single phase (typ.)
- While 3-phase meters use one TCP/IP address per 80 channels, the BFM136 uses only 1 TCP/IP address per 240 channels, thus saving up to ⅔ of the communication infrastructure

HACS

High Accuracy Current Sensors

The BFM136 should be ordered with dedicated High Accuracy Current Sensors (HACS).

All HACS have a built-in automatic protection circuit for maximum safety, eliminating the need to use shorting bars.

* **Note:** CS05S is compatible with the RS5 version only. All other HACS are compatible with the non-RS5 version.

Accuracy:
Solid Core: 0.1% / Split Core: 0.5%

All HACS are supplied with 8ft / 2.5m cable.

Maximum cable length: 650ft / 200m.

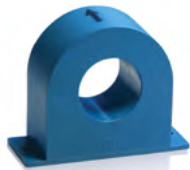
P/N	RATING	CORE	OPENING	P/N	RATING	CORE	OPENING
		INCH	MM			INCH	MM
CS05S*	10A	Split	Ø 0.62	CS4S	400A	Split	1.69x1.3
CS1	100A	Solid	Ø 0.47	CS8	800A	Solid	4x1.28
CS1L	100A	Solid	Ø 0.9	CS8S	800A	Split	1.9x3.1
CS1S	100A	Split	Ø 0.63	CS12S	1200A	Split	3.1x4.7
CS2S	200A	Split	0.96x0.9	CS20S	2000A	Split	3.15x6.3
CS2SL	200A	Split	1.69x1.3	CS30S	3000A	Split	3.15x6.3
CS4	400A	Solid	Ø 1.02				



CS05S



CS1



CS1L



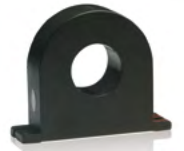
CS1S



CS2S



CS2SL



CS4



CS4S



CS8



CS8S



CS12S



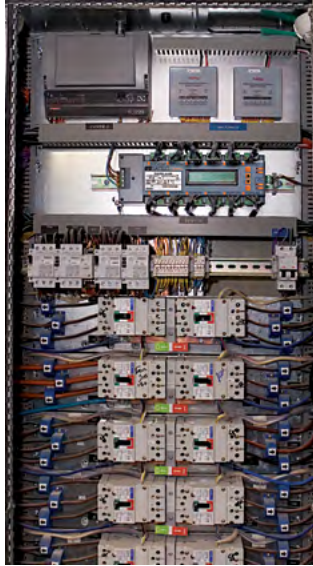
CS20S



CS30S

Features & Benefits

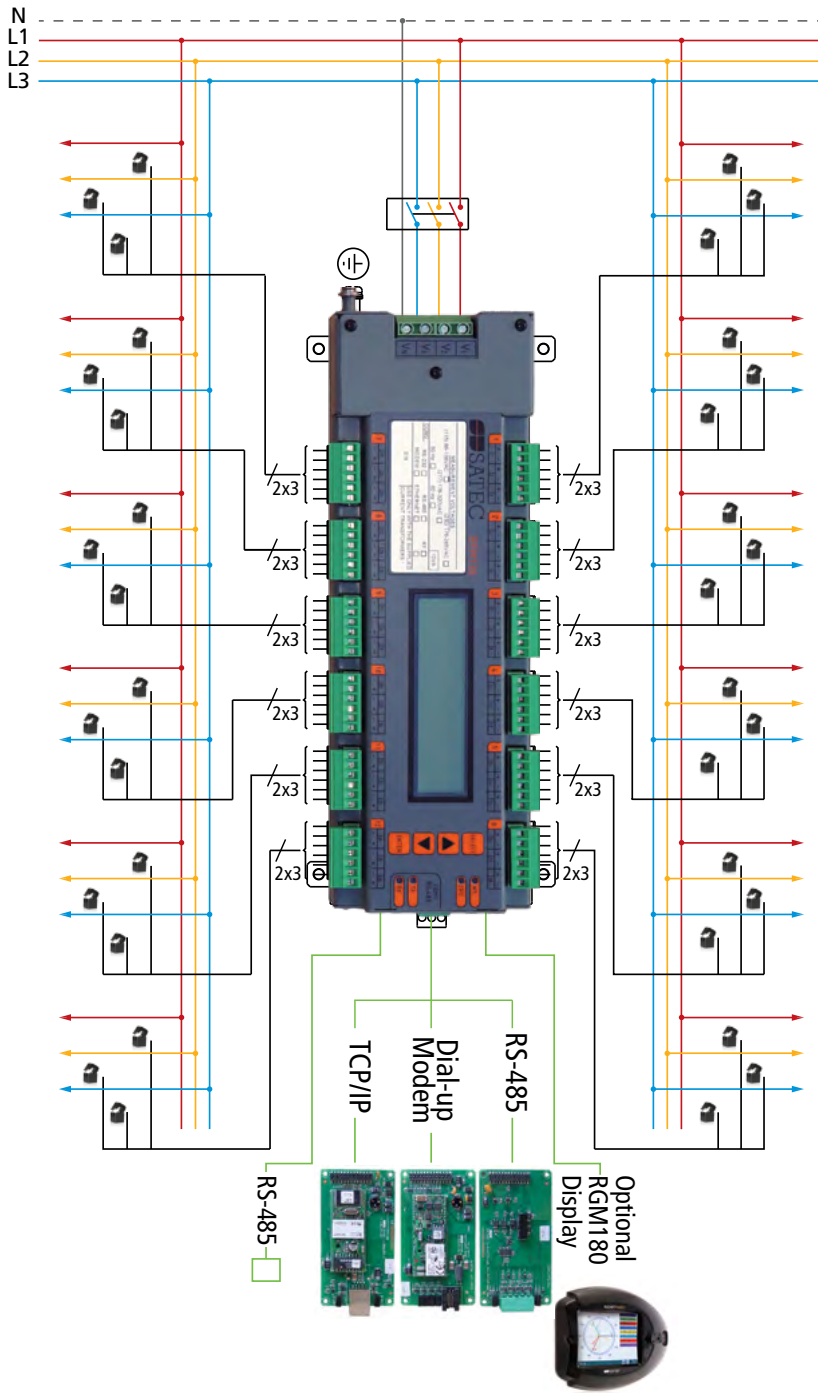
- Multi-point power, energy and demand data logging
 - **Data storage**
 - Real Time Clock (RTC) and Flash memory for data and event logger
 - TOU (Time of Use): the TOU function stores energy consumption data according to the programmed time schedule
 - Daily energy tariff profile and maximum demands programmable interval for load profile
 - Logging for any type of parameters, for all profiles
 - Local LCD display providing up to 36 channels of consumption readings for each tenant
 - Cost effective, space-saving compact design for easy installation into existing electric panelboards
 - High accuracy 0.5S
 - **Standard Communication Platforms**
 - Protocols: Modbus RTU, Modbus TCP/IP, Modbus ASCII
 - Ports
 - Standard: RS-485 port
 - Optional: Ethernet TCP/IP, dial-up modem, RS-232, additional RS-485/422 port, wireless RF modem, 2G/3G modem
 - **Input**
 - Current inputs: 36 per device
 - Measured currents, per phase: with unique High Accuracy Current Sensors (HACS—See pg. 7) rating from 100A to 3000A
 - Voltage measurement range*: 120 (207) to 277 (480)V AC \pm 15%
 - Auto range power supply: 88-552V AC
 - Alarm Configuration: Over/under voltage, over current, over kW, over kVA, over/under frequency
 - Three-year warranty
- *Note:** The accuracy is guaranteed to this voltage range.



Monitoring & Data Storage

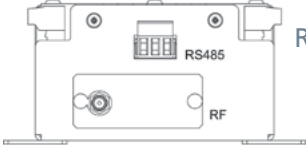
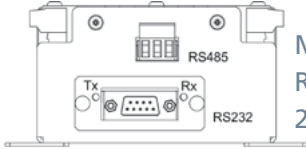
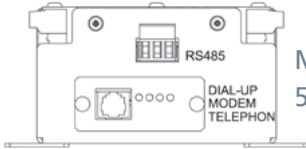
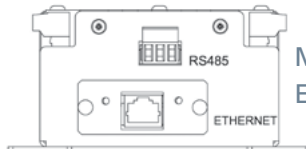
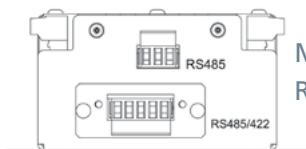
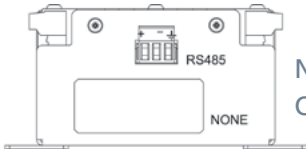
SATEC's Branch Feeder Monitor™ BFM136 collects and stores data, accessible in real-time. The BFM136 stores energy usage data in two formats, fixed-price and Time of Use (TOU). The BFM136 collects a variety of physical data such as kVA, kW, kVAR, current and voltage max demands, as well as energies—kVAh, kWh and kVArh. The BFM136 automatically transfers the information to a remote computer for display and analysis. The data can also be viewed locally on the BFM136's LCD display.

Electric Diagram



Optional COM 2 Communication Add-On Port

* Required to be selected at time of ordering

- 
RF MODEM
- 
MODEL R2
RS-232 / EXTERNAL
2G/3G MODEM
- 
MODEL MOD
56K MODEM
- 
MODEL ETH
ETHERNET
- 
MODEL R4
RS-485
- 
NO COM 2
OPTION

Dimensions

4.2x13x2.3" / 107x331x58mm (HxWxD)



Measurement Parameters*

Alarms
Comm.
Display

ENERGY MEASUREMENTS (PER SUBMETER)			
Import/export active energy total	■	■	
Import/export reactive energy total	■	■	
Apparent energy total	■	■	
Active, reactive, apparent energy TOU system (6 tariffs)	■	■	
AVERAGE MEASURED VALUES (per feeder)			
Neutral current for 3-phase feeders		■	
L-N voltage per phase	■	■	■
L-L per line	■	■	■
Current per phase	■	■	■
Voltage & current angles per phase	■	■	
kW per phase		■	
kW total per submeter	■	■	■
kVAr per phase		■	
kVAr total per submeter	■	■	■
Power factor per phase		■	
Power factor total per submeter	■	■	
kVA per phase		■	
kVA total per submeter	■	■	■
Frequency	■	■	■
Neutral current for 3-phase submeter		■	

Measurement Parameters*

Alarms
Comm.
Display

PRESENT DEMAND			
Volts per phase			■
Amperes per phase			■
Total kW per submeter			■
Total kVAr per submeter			■
Total kVA per submeter			■
MAXIMUM DEMAND			
Volts per phase	■	■	
Amperes per phase	■	■	
Total kW per submeter	■	■	
Total kVAr per submeter	■	■	
Total kVA per submeter	■	■	
kW, kVAr, kVA per tariff (6 tariffs) per submeter	■	■	
SERVICE			
Self-diagnostic test	■	■	
Password per meter	■	■	
Device serial no.	■	■	
Software version	■	■	
COM1 & CMO2 ID	■	■	
Current direction	■		

* More measured parameters available.
Contact SATEC Sales for more information

Measurement Specifications

PARAMETER	FULL SCALE@ INPUT RANGE	ACCURACY ⁽¹⁾			RANGE
		% READING	% FS	CONDITIONS	
Voltage	$V_L=230V$	0.3	0.05	184 to 260V	0 to $V_{max}=600V$
Line current	Instrument HACS $I_L=100\%$	0.5	0.05	1 to 100% FS	0 to HACS primary current. Starting current: 0.1% FS
Active power	$2 \times V_{max} \times I_L/1000$, kW	0.5S/1 ⁽²⁾	0.02	$ PF \geq 0.5^{(3)}$	-120,000 to 120,000 kW
Reactive power	$2 \times V_{max} \times I_L/1000$, kvar	0.5S/1 ⁽²⁾	0.02	$ PF \leq 0.9^{(3)}$	-120,000 to 120,000 kVAr
Apparent power	$2 \times V_{max} \times I_L/1000$, kVA	0.5S/1 ⁽²⁾	0.02	$ PF \geq 0.5^{(3)}$	0 to 120,000 kVA
Power factor	1.0	-	1.0	$ PF \geq 0.5, I \geq 2\% FSI$	-0.999 to +1.000
Active energy		Class 0.5S under conditions as per IEC 62053-22:2003 ⁽²⁾			0 to 99,999,999.9 kWh
Reactive energy		Class 1 under conditions as per IEC 62053-21:2003, $ PF \leq 0.9^{(2)}$			0 to 99,999,999.9 kvar
Apparent energy		Class 1 under conditions as per IEC 62053-21:2003 ⁽²⁾			0 to 99,999,999.9 kVAh

NOTES

(1) Accuracy is expressed as (percentage of reading + percentage of full scale) ± 1 digit. This does not include inaccuracies introduced by the user's potential and current transformers. Accuracy calculated at 1-second average.

- Specifications assume: voltage and current waveforms with THD $\leq 5\%$ for kvar, kVA and PF; reference operating temperature: 20°C-26°C.
- Measurement error is typically less than the maximum error indicated here.

- (2) Class 0.5S accuracy (BFM136), Class 0.5S (HACS), Class 1 (Total)
- (3) @ 80% to 115% of voltage FS and 1% to 100% of current FS
FSV—voltage full scale
FSI—current full scale

Technical Specifications

Input Ratings

PARAMETER	VALUE
Nominal frequency	50/60Hz
AC VOLTAGE	4 wires: 3 phases + neutral
Maximum Line to Neutral voltage	320V
Maximum Line to Line voltage	552V
Burden per phase	<1.5W
Isolation	2.5 kV RMS, 60Hz, 1 min Impulse 6kV
PT ratio	1-6500
AC CURRENT	36 current circuits
Nominal current	50% of HACS Rating
Maximum input direct current	100% of HACS Rating
Maximum momentary overcurrent	3000% of HACS Rating
Burden per phase	< 0.1VA
Isolation	2.5 kV RMS, 60Hz, 1 min
Primary current	1-10000A
HARDWARE	
LCD display	2 Rows, 16 digits in each
Push buttons	4
Non-Volatile Memory storage life	20 years
RTC storage upon loss of power	24 Hours minimum, 1 Week typical
Voltage inputs terminal	10 AWG Max.
Weight	1.85 Kg

Environmental Conditions

Operating Temperature	-20°C to 60°C (-4°F to 140°F)
Storage Temperature	-25°C to 80°C (-13°F to 176°F)
Humidity	0 to 95% non-condensing

Standards Specifications

Accuracy

IEC 62052-11: 2003
IEC 62053-22: 2003 Class 0.5S
ANSI C12.20-1998 Class 0.5

EMC (Electromagnetic Compatibility)

EN 61000-3-2: 2000
Limits for harmonic current emissions

EN 61000-3-3: 1995
Limits of voltage changes, voltage fluctuations and flicker

IEC 61000-4-2: 1995 (Electrostatic Discharge)

IEC 61000-4-3: 2002 (Radiated Field)

IEC 61000-4-4: 1995 (Fast Transient)

IEC 61000-4-5: 1995 (Conductive Surge)

IEC 61000-4-6: 1996 (Conductive Disturbance)

IEC 61000-4-11: 1994 (Voltage Dip/ Interruption)

Safety

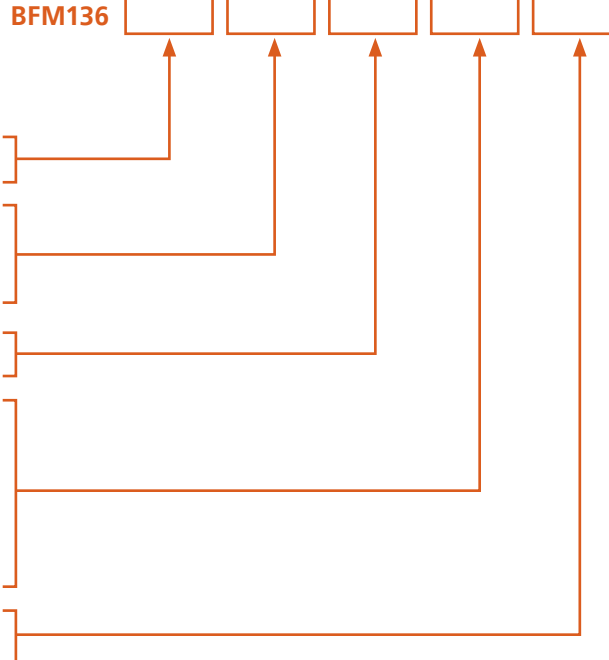
UL 61010-1-2003

Authorized Labs— Approvals

UL: Listed for the US & Canada
NY State/NY City PSC
MET Labs
CE
ISO
VNIIMS

BFM136 ORDER STRING

MODEL	
BFM136 Branch Feeder Monitor	BFM136
OPTIONS	
VOLTAGE CONNECTION	
Wye Network (UL listed)	-
Delta or Wye Network	N
CURRENT	
100A or higher High Accuracy Current Sensors (HACS). Requires ordering of up to 36 HACS	-
5A split core remote high accuracy current sensor (HACS). Requires ordering of up to 36 CS05S	R55
FREQUENCY	
50 Hz	50HZ
60 Hz	60HZ
COM2 SECOND COMMUNICATION PORT	
None	-
RS-232	R2
RS-485	R4
Dial up MODEM	MOD
Ethernet (TCP/IP)	ETH
RF (please contact SATEC for details)	RF-x-y
2G GPRS External Module	GPRS
2G/3G External Module	R3G
SEAL	
No Terminal Seal (Standard)	-
With Terminal Seal	S



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EXHIBIT C

HEFPA IMPLEMENTATION PLAN

HEFPA IMPLEMENTATION PLAN

11 & 21 DESALES PLACE, BROOKLYN, NEW YORK

1875 BROADWAY, BROOKLYN, NEW YORK

- 1. Procedure To Pursue Collection of Utility Charges**
- 2. Deferred Payment Agreement Package**
- 3. Budget Billing Agreement**
- 4. Late Payment Procedures**
- 5. Complaint Resolution Plan**
- 6. Final Termination Notice**
- 7. Annual Notification of Rights**

1. PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

Staff for OLL Apartments, or its billing agent acting on its behalf, (collectively, “Submeterer” or “Staff”) shall process the master invoice received from the utility (e.g., Consolidated Edison Company of New York, Inc.) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within 10 days after receipt of the master utility invoice, Submeterer shall calculate and distribute a submetered utility statement to each resident. Payment is due within 30 days from receipt of the submetered bill.

Step 3: Identify Past Due Accounts

Twenty (20) days after the due date of the submetered utility bill, Submeterer will generate a report from its computer system that will list all past due utility accounts. If Staff deems necessary, Staff will review this list and contact each resident with a past due utility account. Staff will provide the following documents to each such resident: *Deferred Billing Agreement Option Form* and the *Deferred Payment Agreement – Required Information and Documents Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in a Deferred Payment Agreement, Staff will enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between Staff and the resident must be scheduled within five (5) days to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the financial circumstances of the resident. A *Deferred Payment Agreement Appointment Letter* will be immediately hand-delivered and mailed to the resident. The contents of that letter will include:

- Appointment date and time.
- A listing of all information that must be provided during the meeting.
- A copy of the *Deferred Payment Agreement Worksheet* that will be used to determine the monthly amount that will be paid under the Deferred Payment Agreement. It is important to remember that the *Deferred Payment Agreement Worksheet* is NOT the Deferred Payment Agreement.

During the meeting, Staff and the resident will:

- Review the resident’s income, assets and reasonable monthly expenses.

- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident's financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, Staff will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, Staff will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, Staff will send the resident the Deferred Payment Agreement for his/her signature.

Step 5: Default of a Deferred Payment Agreement Obligation

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before Submeterer can seek to terminate the resident's electricity. These actions include:

- Within ten (10) days after a Deferred Payment Agreement payment is due but not made, Staff will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident then has ten (10) days to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts Submeterer within the ten (10) day period regarding an inability to pay, Staff will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
 1. If the resident is able to demonstrate a significant change in his/her financial status, Staff will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, we expect that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 2. If the resident is unable to demonstrate a significant change in his/her financial status, Staff should explain that determination and demand payment of the missed payment.
- If, within twenty (20) days after the date of the *Deferred Payment Agreement Reminder Notice*, Submeterer does not receive payment or enter into a

Revised Deferred Payment Agreement, Staff shall send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event Submeterer and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice* along with an executed Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate.

The *Final Termination Notice* will be mailed out by Staff: (i) ten (10) days after the date Submeterer contacted a resident with a past due utility account and received no response from the resident; or (ii) the day after negotiations cease between Staff and the resident over the terms of a Deferred Payment Agreement.

Staff will include with the *Final Termination Notice* two copies of a Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate, that has been executed by Staff. The terms of payment in this document may be the same as those calculated from the *Deferred Payment Agreement Worksheet*, if available, or as otherwise determined by Staff. The resident shall be advised that it may sign the proffered Deferred Payment Agreement or Revised Deferred Payment Agreement in order to avoid termination of electricity service, and that the executed document must be returned to Submeterer prior to the date set forth in the *Final Termination Notice*.

Step 7: Review for Special Procedures

On the same date that a *Final Termination Notice* is sent to a resident, Staff will review the status of the resident to determine if he/she qualifies for special procedures under HEFPA. If the resident so qualifies, additional steps will be undertaken before Submeterer can complete the HEFPA process and seek to terminate the resident's electricity service.

Step 8: Termination of Electricity Service

If, after 15 days, the resident has failed to pay his/her electricity bill or failed to pay amounts due under a Deferred Payment Agreement and Submeterer have taken the required steps if special protections are applicable, Submeterer may terminate such resident's electricity service as required by New York State Public Service Commission regulations.

Staff should advise residents that bills and notices can be prepared in both English and another language if a resident is not proficient in English.

2. Deferred Payment Agreement Package

- A. Deferred Billing Agreement Option Offer Letter**
- B. Deferred Payment Agreement Appointment Letter**
- C. Deferred Payment Agreement**
- D. Payment Past Due Reminder Notice**

A. Deferred Billing Agreement Option Offer Letter

Date

Resident

Street Address

City, State, Zip Code

Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the management office and meet with our designated staff member, or call the management office at (718) 366-3800, for the purpose of discussing your right to a Deferred Payment Agreement for the outstanding electric charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the management office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included.

- One for signature and return to office.
- One for your records

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the management office within five (5) days.

<input type="checkbox"/>	YES, I would like to schedule an appointment to discuss a Deferred Payment Agreement.
	Resident Signature: _____
	Apt #: _____ Date: _____

OR

<input type="checkbox"/>	NO, I would not like to schedule an appointment to discuss a Deferred Payment Agreement.
	Resident Signature: _____
	Apt #: _____ Date: _____

Date

Resident

Street Address

City, State, Zip Code

Re: Deferred Payment Agreement Appointment

Dear Resident:

You recently requested an appointment to review your eligibility for a Deferred Payment Agreement for your unpaid electric charges totaling \$ _____.

We have scheduled your appointment for:

Date: _____ **Time:** _____

It is vital that you attend this appointment so that we can determine your eligibility for a Deferred Payment Agreement. Your failure to attend this appointment will leave us no choice but to issue a *Final Termination Notice*.

We have enclosed the following for your review:

- A copy of the *Deferred Payment Agreement Worksheet*.

In accordance with the Home Energy Fair Practices Act, we hereby provide you the following information with respect to your rights and responsibilities regarding the formation of a Deferred Payment Agreement.

- You must provide the designated staff member with supporting documentation for all the applicable income, asset and expense information noted on the enclosed list. **The information provided to us is for the sole purpose of determining your eligibility for a Deferred Payment Agreement and/or the development of the Deferred Payment Agreement will be maintained in your resident file with the strictest of confidence and will not be released or shared with any other person.**
- The designated staff member will negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances that are not within your control.
- Your payment agreement may not require a deposit.

CONFIDENTIAL

Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

Resident Name: _____

Monthly Income Calculation

Income Source:

Employment: Average monthly income from 5 consecutive paystubs	
Child Support Documentation	
Alimony Documentation	
Social Security or SSI Award Letter	
Pension Statements	
Public Assistance	
Unemployment	
All other sources of verifiable income	
Avg. Monthly Income:	

Asset Calculation:

Asset Source:

Avg Checking and Savings Accounts Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	
Total Assets:	

Applicable Monthly Expense:

Rent:	
Grocery Expense:	
Basic Telephone Expense:	
Medical Expenses:	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses (e.g., food, telephone)	
Total Expenses:	

Avg. Monthly Income: _____
Avg. Expenses: _____
Avg. Monthly Disposal Income: _____

Down payment may be required

Monthly Payment _____
Number of Payments _____
Total Amount Due _____

Resident Signature: _____

By my signature above I hereby certify that the documents provided to landlord in the calculations of this worksheet are correct and accurate

C. DEFERRED PAYMENT AGREEMENT

Resident Name: _____

Apt No.: _____

The total amount owed to Our Lady of Lourdes Apartments, LLC for this account as of MM/DD/YYYY is **\$XX.XX**.

Our Lady of Lourdes Apartments LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid possible termination of service.**

Assistance to pay utility bills may be available to applicants or recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Our Lady of Lourdes Apartments LLC may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Our Lady of Lourdes Apartments LLC may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please notify the management company by mail at 217 Wyckoff Avenue, Brooklyn, New York 11237, or by phone at (718) 366-3800.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

This agreement has been accepted by Our Lady of Lourdes Apartments LLC. If you and Our Lady of Lourdes Apartments, LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3355.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

Acceptance of Agreement

Company Acceptance: By this statement, Our Lady of Lourdes Apartments LLC verifies that the specific terms offered in this document constitute an acceptable agreement for payment of monies owing.

Signature: _____
Print Name: _____
Date: _____

Resident Acceptance: To indicate acceptance; sign, date and print name.

I have read, understand and accept the terms of this agreement.

Signature: _____
Print Name: _____
Date: _____

D. Past Due Reminder Notice

Date

Resident

Street Address

City, State, Zip Code

Re: Payment Past Due Reminder Notice

Dear Resident:

On MM/DD/YYYY you signed a Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid a *Final Termination Notice*.

You have failed to comply with the terms of the Deferred Payment Agreement. We are notifying you that you must meet the terms of the Deferred Payment Agreement by making the necessary payment within 20 calendar days of the date payment was due MM/DD/YYYY, or a *Final Termination Notice* may be issued.

If you are unable to make payment under the terms of the Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at **(718) 366-3800** because a new Deferred Payment Agreement may be available. If further help is needed, you may call the New York State Public Service Commission at 1-800-342-3355, 7:30 A.M. to 7:30 P.M., Monday through Friday.

Assistance to pay utility bills may be available to applicants or recipients of public assistance or supplemental security income from your local social services office by calling (718) 557-1399.

The total amount owed to Our Lady of Lourdes Apartments LLC for this account as of MM/DD/YYYY is: \$XX.XX.

Sincerely

(Your Name)

Title

3. Budget Billing Agreement

Resident Name: _____
Address: _____
Account #: _____

Under this Plan, Our Lady of Lourdes Apartments, LLC agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan ("Plan"). This Plan requires that you pay \$ XX.XX per month for the 12-month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

The monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kwh, based on your last 12 months actual consumption. If 12 months of customer billing data are not available then the submeterer shall estimate consumption over the next 12-month period using billing data for the premises.

The Plan shall be subject to regular review (every 3-6 months) for conformity with actual billings. Our Lady of Lourdes Apartments LLC reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption and/or commodity prices.

Each month, you will be billed an equal monthly payment and you are required to pay that amount. Your bill will inform you of your consumption for the period, as well as the charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a *Final Termination Notice* pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, Our Lady of Lourdes Apartments LLC shall true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the 12- month period if you were not on the plan. If you owe Our Lady of Lourdes Apartments LLC a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing.

Acceptance of Agreement

Customer Signature: _____ **Date:** _____

Our Lady of Lourdes Apartments LLC: _____ **Date:** _____

Return one signed copy to Ridgewood Bushwick Senior Citizens Council, Inc.'s management company at 217 Wyckoff Avenue, Brooklyn, NY 11237 by MM/DD/YYYY.

HEFPA Quarterly Billing Agreement

Customer Name: _____

Address: _____

Account #: _____

Under this plan, Our Lady of Lourdes Apartments LLC agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (“Plan”).

You confirm that you are greater than 62 years old, and that your bills in the preceding 12 months, starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, you will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for the actual charges incurred and you will be required to pay the amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to a *Final Termination Notice* pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing.

Acceptance of Agreement

Customer Signature: _____

Date: _____

Our Lady of Lourdes Apartments LLC: _____

Date: _____

Return one signed copy to Ridgewood Bushwick Senior Citizens Council, Inc.’s management company at 217 Wyckoff Avenue, Brooklyn, NY 11237 by MM/DD/YYYY.

4. Late Payment Procedures

Our Lady of Lourdes Apartments LLC reserves the right to charge a late payment fee. The late payment fee will not exceed one and one-half percent per month on the unpaid balance of any bill including any interest thereon. The bill to each resident will provide the following:

1. the amount billed
2. late payment charge, if applicable, for past unpaid bills
3. due date for payment after which a late payment charge will be applicable

No late payment fee will be imposed for a minimum of 30 days beyond a bill's payment due date.

Late payment fees shall not apply to any charges that are the subject of a pending complaint before Our Lady of Lourdes Apartments LLC or the Public Service Commission.

5. Complaint Resolution Plan

To resolve a complaint involving a resident's electric charges, the resident shall first present to the management company, an oral or written complaint, which shall include the action or relief requested. To make a complaint orally, please contact the managing agent at **(718) 366-3800**. If you would like to file a complaint in writing, please send the complaint to us at **217 Wyckoff Avenue, Brooklyn, NY 11237**. Your managing agent or its representative shall investigate and respond to the complaint in writing within thirty days of the receipt of the complaint. The managing agent may utilize a third party vendor, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised, in writing, of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or its representative's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response from the managing agent or its representative. No particular form of protest is required. If necessary, an inspection of the resident's meter may be ordered and/or a conference may be scheduled with management and the complainant. Management shall, within a reasonable period of time, prepare a written report containing a disposition of the matter. A copy of this report shall be sent to the complainant. If the complaint pertains to a billing dispute, the complainant is not required to pay the amount in dispute during the pendency of the complaint. However, the complainant is required to specify the amount in dispute and the complainant remains responsible for paying all undisputed bills in a timely manner.

At all times, the complainant may contact the New York State Department of Public Service and file an oral or written complaint at 1-800-342-3355 or, 90 Church Street, New York, NY 10007. Residents of 11 De Sales Place, 21 De Sales Place, 1875 Broadway, all in Brooklyn are afforded all of the rights and remedies available under the Home Energy Fair Practice Act ("HEFPA").

**SPECIAL PROTECTIONS
REGISTRATION FORM**

Please complete this form if any of the following applies. Return this form to:

**Ryan Cassidy
217 Wyckoff Avenue
Brooklyn, NY 11237**

ACCOUNT INFORMATION

(Be sure to complete before mailing or submitting)

Name

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

Customer is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age

Customer is blind (Legally or Medically)

Customer has a permanent disability

Customer/resident of my house has a Medical Hardship that requires special protection

Customer/resident of my house has a Life Support Hardship (type):

I receive government assistance.

I receive Public Assistance (PA). My case number is:

I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number is **(providing a Social Security Number is optional)**:

Please send me more information about Balanced Billing: _____

To be completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

DOCUMENTATION OF INABILITY TO PAY UTILITY BILLS

We have received an initial certificate of medical emergency, under which we must continue to provide you with utility service for 30 days, starting _____ and continuing until the beginning of business on _____.

At the expiration of that period, we can, under the provisions of law (sec. 32 [3][a], Public Service Law) and Public Service Commission's regulations (16 NYCRR 11.5[a]), terminate your utility service UNLESS the medical condition persists AND you do not have enough ready cash or income to meet your past due and current utility bills and still meet your other necessary expenses such as food, housing and medical treatment.

Please use this form to provide the information we need to make a determination, as required by law, whether you are unable to pay past due and current bills. We will continue to provide you with utility service while we consider the information you provide.

If we determine that you have NOT demonstrated that you are unable to pay past due and current bills, we will notify you in writing and inform you how you can seek review of our determination by the Public Service Commission. If we determine that you have NOT shown that you have a financial hardship, we will offer you a deferred payment agreement, so that you can pay past due bills and installments while you meet all current bills. And if you DO show a financial hardship, we will try to work out an arrangement so that you will not accumulate substantial past due bills.

If you have any questions, you can call the Managing Agent at **(718) 366-3800**. If you are not satisfied with our response, you also can call the Public Service Commission, Monday through Friday, 7:30 A.M. to 7:30 P.M., at 1-800-342-3355.

A. INFORMATION ON LIQUID ASSETS AND CURRENT INCOME

1. Liquid assets, such as cash, bank savings or checking accounts, etc. should be listed:

Cash on hand \$ _____

Bank checking account No. _____ Amt. presently in account \$ _____

Bank savings account No. _____ Amt. presently in account \$ _____

Name and address of Banks _____

2. Income information:

Source of Income:	Work	Yes _____	No _____	Amt. _____ (week)
	SSI	Yes _____	No _____	Amt. _____ per mo.
	Public Assistance	Yes _____	No _____	Amt. _____ per 2 weeks

If you are a recipient of Public Assistance, have you requested your local Social Services office to guarantee future payments?

Yes _____ No _____

B. EXPENSES

MONTHLY
PAYMENT AMT. OWING

Housing: Rent _____ Own _____
Food: Food Stamps: Yes _____ No _____
Medical expenses: (incl. prescriptions)
Utility: (gas and electric)
Heating: (if not gas or electric)
Telephone:
Installment payments: (credit card)
Transportation:
Car expense: (loan, gas, etc.)
Education:
Other:

I, the undersigned, do hereby certify that the above information provided is the truth, to the best of my knowledge.

(Signature)

(Date)

6. Final Termination Notice

Date

Resident
Street Address
City, State, Zip Code

Re: Final Termination Notice

Dear Resident:

By letter dated MM/DD/YY, Our Lady of Lourdes Apartments LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in Our Lady of Lourdes Apartments LLC terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write us at **(718) 366-3800, 217 Wyckoff Avenue, Brooklyn, NY 11237** or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF OUR LADY OF LOURDES APARTMENT LLC MANAGING OFFICE AT THE ADDRESS INDICATED ABOVE WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at **(718) 366-3800**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Your Name
Title

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

Ridgewood
Bushwick Senior
Citizens Council,
Inc.

Attn: Ryan Cassidy
217 Wyckoff
Avenue, Brooklyn,
NY 11237

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur any time after MM/DD/YYYY.

7. ANNUAL NOTIFICATION OF RIGHTS Home Energy Fair Practices Act (HEFPA)

The electricity at **11 De Sales Place, 21 De Sales Place, and 1875 Broadway, Brooklyn** is submetered. As a residential customer of electricity you have certain rights under the Home Energy Fair Practices Act (HEFPA).

A full copy of HEFPA rules is available at http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf

Complaint process

If you have questions about your electric bill or believe your bill is inaccurate, you should contact **Our Lady of Lourdes Apartments, LLC** Property Manager at **217 Wyckoff Avenue, Brooklyn, NY 11237** or call the Managing Agent at **(718) 366-3800**. Your Property Manager will then investigate and respond to your complaint in writing within thirty (30) days of receipt of the complaint. If you are dissatisfied with the response, you may request a review of the outcome by sending management a written or verbal protest within fourteen (14) days from the date of the response from the property manager. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner. If the complaint pertains to a billing dispute, you are not required to pay the amount in dispute while the complaint is pending. However, you are required to specify the amount in dispute. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner.

You may contact the Department of Public Service at any time regarding a complaint about submetered service.

PSC Helpline - toll free number: **1-800-342-3355**

Online: www.dps.ny.gov or www.askPSC.com

Mailing address:

NYS Public Service Commission – Office of Consumer Services
90 Church Street, New York, NY 10007

Termination or Disconnection of Service:

Owner shall afford you all notices and protections available to you pursuant to HEFPA before any action(s) is commenced based on non-payment of your electric bill, including termination of service.

A Submeterer may disconnect service under the following conditions if the customer:

- fails to pay charges for services rendered; or
- fails to pay amounts due under a deferred payment agreement;
- fails to pay a lawfully required deposit; and

- is sent a final disconnection notice no less than 15 days before the disconnection date shown on the notice.

A final disconnection notice shall clearly state or include:

- the earliest date on which disconnection may occur;
- the reasons for disconnection, including the total amount required to be paid, and the manner in which disconnection may be avoided;
- the address and phone number of the office of the submeterer that the customer may contact in reference to his/her account;
- the availability of procedures for handling complaints;
- a summary of protections available under HEFPA; and
- in a size type capable of attracting immediate attention a statement that reads, “THIS IS A FINAL DISCONNECTION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.”

Reconnecting service

If your service has been shut off for non-payment, the submeterer must turn service back on within 24 hours, where possible, in the following situations:

- you have paid the amount due or signed a payment agreement and made the down payment, if required,
- the local Department of Social Services agrees to make a direct payment on your behalf or provides a written guarantee of payment,
- the service provider is notified that serious harm to health or safety is likely to result if service is not reconnected, or
- the PSC directs the service provider to restore service.

Special Procedures:

Notify Our Lady of Lourdes Apartments LLC Property Manager at 217 Wyckoff Avenue, Brooklyn, NY 11237 or call the Managing Agent at (718) 366-3800 if any of these conditions exist.

- Medical Emergencies

No submeterer shall disconnect or refuse to restore service when a medical emergency exists. You must provide a medical certificate from a doctor or local board of health.

- Life Support Systems

If a customer or a resident of the customer’s premises suffers from a medical condition requiring utility service to operate a life-sustaining device, certification by a medical doctor or qualified official of a local board of health shall remain effective until terminated by the commission or its designee, provided the residential customer demonstrates an inability to pay charges for service. You must have life support equipment and provide a medical certificate from a doctor or local

board of health.

- Customers Who Are Elderly, Blind or Disabled

No submeterer shall disconnect or refuse to restore service where a residential customer is known to or identified to the submeterer to be elderly, blind, disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or blind or disabled, without complying with the procedures specified in HEFPA.

- Cold Weather Periods

Every submeterer shall develop and maintain methods to identify all residential households in its buildings whose utility service is heat related. During the period beginning November 1st of each year and ending April 15th of the following year, every submeterer shall observe, at a minimum, the procedures in HEFPA Section 11.5 (c) (2), which prevent submeterers from terminating, disconnecting, suspending or refusing to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists; provided, however, that a demonstration of the customer's inability to pay charges for service shall be required before a certificate of medical emergency can be renewed. A medical emergency exists when a resident of a customer's residence suffers from a serious illness or a medical condition that severely affects his or her well-being. An inability to pay charges for service is demonstrated when a customer is unable to pay past due and current utility bills because of insufficient liquid assets and current income, considering other necessary and reasonable expenses of the customer such as food, shelter and medical expenses as documented by provision of the information required in the form titled "Documentation of Inability to Pay Utility Bills," a copy of which will be provided upon request.

- Special Notification of Social Services

After the submeterer has sent a final notice of termination to a residential customer who it knows is receiving public assistance, supplemental security income benefits or additional State payments pursuant to the Social Services Law, and for whom the submeterer has not received a guarantee of future payment from the local social services commissioner, it shall, not more than five days nor less than three days before the intended termination or disconnection, notify an appropriate official of the local social services district that payment for submeterer services has not been made.

Voluntary Third-Party Notice: Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

If you are interested in Voluntary Third-Party Notice notify Management at 217 Wyckoff Avenue, Brooklyn, NY 11237 or call (718) 366-3800 with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Deferred Payment Agreements: A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. A submeterer must make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account. You may not be eligible for a deferred payment agreement if you have broken an existing payment agreement or if the Public Service Commission determines that you have the resources available to pay the bill.

You may contact **Management at 217 Wyckoff Avenue, Brooklyn, NY 11237 or call (718) 366-3800** to discuss details if interested.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan for the payment of charges. The plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. The plan shall be based on a customer's recent 12-month billing data and if not available then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises then the submeterer shall estimate consumption over the next 12-month period. Bills should clearly identify consumption and state the amounts that would be due without levelized or budget billing. In addition each plan shall provide that bills will be subject to regular review for conformity with actual billings.

You may contact **Management at 4217 Wyckoff Avenue, Brooklyn, NY 11237 or call (718) 366-3800** to discuss details if interested.

Deposits: Deposits for submetered accounts may be required if:

- Tenant is a seasonal or a short-term customer.
- Customer accumulates two consecutive months of arrears without making reasonable payment. A submeterer shall provide a customer written notice, at least 20 days before it may assess a deposit.
- Customer had electric service terminated, disconnected or suspended for nonpayment during the preceding six months.
- Submeterer permits the customer to pay the deposit in installments over a period not to exceed 12 months.

Deposits for submetered accounts shall not be required or held if:

- Submeterer knows customer to be a recipient of public assistance, supplemental security income, or additional State payments.
- Submeterer knows customer is 62 years of age or older unless such customer has had service terminated, disconnected or suspended by the submeterer for nonpayment of bills within the preceding six months.

Requirement:

- Deposits should be a reasonable amount not greater than twice the average monthly bill except in cases of centrally-provided electric heat, where it may not exceed twice the estimated average monthly bill for the heating season.
- Interest must be paid on deposits at a rate prescribed annually by the Commission, but in no event will the interest rate exceed the rate provided by institutional banks at the time the deposit is collected. Interest will be applied to the bill when the deposit was held for a period of one year. If the customer is not delinquent in payment of bills during the one year period, the deposit and the interest is refunded promptly.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1 1/2 percent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charge. Residential customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer's periodic receipt of income without such customers incurring late payment charges provided that the offer may prescribe a late payment charge where payment is not made within 20 days of the scheduled due date.

Contents of bills: Each submetering bill to a residential customer shall provide, in clear and understandable form and language, the charges for service. The residential bills shall include:

- (a) The name, address and account number of the customer, dates of the present and previous meter readings, whether estimated or actual amount consumed between present and previous readings, amount owed for the latest period, the date by which payments for the latest period may be paid without penalty, the penalty charge for late paid bills, credits from past bills and any amounts owed and unpaid from previous bills;
- (b) If the bill is issued under a budget or levelized billing plan, an identification of the type of plan, the total of the year's budget or levelized amounts billed to the end of the period covered by the current bill, the dollar amount billed for tariff items during such period, and the debit or credit balances; and
- (c) An explanation of how the bill may be paid, including one or more offices at which it may be paid, and a statement that bills may be paid at other authorized offices or payment agencies.

EXHIBIT D
SUBMETERING IDENTIFICATION FORM



**New York State Public Service Commission
Office of Consumer Policy**



Submetering Identification Form

Name of Entity: OUR LADY OF LOURDES APARTMENTS, LLC			Corporate Address: 217 WYCKOFF AVE		
City: BROOKLYN	State: NY	Zip: 11237	Web Site:		
Phone: (718) 366-3800			Utility Account Number:		
Chief Executive: SCOTT SHORT, RBSCC			Account Holder Name: OUR LADY OF LOURDES APARTMENTS, LLC		
Phone: SAME			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: RYAN CASSIDY			Name: JUANITA BAUZO		
Phone: (718) 366-3800			Phone: SAME		
Fax: (866) 801-0933			Fax: SAME		
E-mail: rcassidy@rbfcc.org			E-mail: jbauzo@rbfcc.org		
Address: 217 WYCKOFF AVE			Address: SAME		
City: BROOKLYN	State: NY	Zip: 11237	City: SAME	State:	Zip:

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property: OUR LADY OF LOURDES APTS			Service Address: 11 DE SALES PLACE		
City: BROOKLYN	State: NY	Zip: 11207			
Electric Heat? Y (N) VRF HEAT PUMPS			Electric Hot Water? Y (N)		
# Units Occupied by: Sr. Citizens open Disabled open			Total # of Units 14		
Rent Stabilized 14	# Rent Controlled 14	# Rent-Regulated 14	# Market Rate Ø		
Rental: (Y/N)	Condo: (Y/N)	Co-Op: (Y/N)			
# Low Income 14	# Section 8 14	# Landlord Assist Program Ø	# Other Ø		
Submeter / Billing Agent: TRIPLET NET ENERGY			Address: 307 W. 38th ST, SUITE 804		
City: NY	State: NY	Zip: 10018			
Contact Name: VINCENZO PALMIGIANO		Contact Phone: (347) 604-6008	Contact Fax:		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission
 NYS Public Service Commission
 3 Empire State Plaza
 Albany, NY 12223-1350
 E-mail: secretary@dps.ny.gov

(Rev. 9/20/13)

Changes in contact information should be submitted within 5 days of any personnel change.



**New York State Public Service Commission
Office of Consumer Policy**



Submetering Identification Form

Name of Entity: OUR LADY OF LOURDES APARTMENTS, LLC			Corporate Address: 217 WYCKOFF AVE		
City: BROOKLYN	State: NY	Zip: 11237	Web Site:		
Phone: (718) 366-3800			Utility Account Number:		
Chief Executive: SCOTT SHORT, RBSCC			Account Holder Name: OUR LADY OF LOURDES APARTMENTS, LLC		
Phone: SAME			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: RYAN CASSIDY			Name: JUANITA BAUZO		
Phone: (718) 366-3800			Phone: SAME		
Fax: (866) 801-0933			Fax: SAME		
E-mail: rcassidy@rbfcc.org			E-mail: jbauzo@rbfcc.org		
Address: 217 WYCKOFF AVE			Address: SAME		
City: BROOKLYN	State: NY	Zip: 11237	City: SAME	State:	Zip:

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property: OUR LADY OF LOURDES APTS			Service Address: 21 DE SALES PLACE		
City: BROOKLYN	State: NY	Zip: 11207			
Electric Heat? Y (N) VRF HEAT PUMPS			Electric Hot Water? Y (N)		
# Units Occupied by: Sr. Citizens open Disabled open			Total # of Units 44		
Rent Stabilized 44	# Rent Controlled 44	# Rent-Regulated 44	# Market Rate <input checked="" type="checkbox"/>		
Rental: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Condo: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Co-Op: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			
# Low Income 44	# Section 8 44	# Landlord Assist Program <input type="checkbox"/>	# Other <input type="checkbox"/>		
Submeter / Billing Agent: TRIPLE NET ENERGY			Address: 307 W. 38th ST, SUITE 804		
City: NY	State: NY	Zip: 10018			
Contact Name: VINCENZO PALMIGIANO		Contact Phone: (347) 604-6005	Contact Fax:		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission
 NYS Public Service Commission
 3 Empire State Plaza
 Albany, NY 12223-1350
 E-mail: secretary@dps.ny.gov

(Rev. 9/20/13)

Changes in contact information should be submitted within 5 days of any personnel change.



New York State Public Service Commission
Office of Consumer Policy



Submetering Identification Form

Name of Entity: <u>OUR LADY OF LOURDES APARTMENTS, LLC</u>			Corporate Address: <u>217 WYCKOFF AVE</u>		
City: <u>BROOKLYN</u>	State: <u>NY</u>	Zip: <u>11237</u>	Web Site:		
Phone: <u>(718) 366-3800</u>			Utility Account Number:		
Chief Executive: <u>SCOTT SHORT, RBSCC</u>			Account Holder Name: <u>OUR LADY OF LOURDES APARTMENTS, LLC</u>		
Phone: <u>SAME</u>			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <u>RYAN CASSIDY</u>			Name: <u>JUANITA BAUZO</u>		
Phone: <u>(718) 366-3800</u>			Phone: <u>SAME</u>		
Fax: <u>(866) 801-0933</u>			Fax: <u>SAME</u>		
E-mail: <u>rcassidy@rbfcc.org</u>			E-mail: <u>jbauzo@rbfcc.org</u>		
Address: <u>217 WYCKOFF AVE</u>			Address: <u>SAME</u>		
City: <u>BROOKLYN</u>	State: <u>NY</u>	Zip: <u>11237</u>	City: <u>SAME</u>	State:	Zip:

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property: <u>OUR LADY OF LOURDES APTS</u>			Service Address: <u>1875 BROADWAY</u>		
City: <u>BROOKLYN</u>	State: <u>NY</u>	Zip: <u>11207</u>			
Electric Heat? <u>Y(N) VRF HEAT PUMPS</u>			Electric Hot Water? <u>Y(N)</u>		
# Units Occupied by: Sr. Citizens <u>open</u> Disabled <u>open</u>			Total # of Units <u>18</u>		
Rent Stabilized <u>18</u>	# Rent Controlled <u>18</u>	# Rent-Regulated <u>18</u>	# Market Rate <u>Ø</u>		
Rental: <u>(Y/N)</u>	Condo: <u>(Y/N)</u>	Co-Op: <u>(Y/N)</u>			
# Low Income <u>18</u>	# Section 8 <u>18</u>	# Landlord Assist Program <u>Ø</u>	# Other <u>Ø</u>		
Submeter / Billing Agent: <u>TRIPLE NET ENERGY</u>			Address: <u>307 W. 38th ST, SUITE 804</u>		
City: <u>NY</u>	State: <u>NY</u>	Zip: <u>10018</u>			
Contact Name: <u>VINCENZO PALMIANO</u>		Contact Phone: <u>(347) 604-6005</u>	Contact Fax:		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission
NYS Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350
E-mail: secretary@dps.ny.gov

(Rev. 9/20/13)

Changes in contact information should be submitted within 5 days of any personnel change.

EXHIBIT E
SUBMETERING LEASE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED [LEASE DATE] BETWEEN OUR LADY OF LOURDES APARTMENT, LLC (OWNER) AND [TENANT] (TENANT) REGARDING APARTMENT [APT #] IN THE PREMISES LOCATED AT 11-21 DESALES PLACE, BROOKLYN, NY 11207. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

Electric Submetering
Rider

1. Tenant acknowledges that the New York State Public Service Commission has approved Owner's petition to submeter electricity to residential tenants located at 11 De Sales Place, 21 De Sales Place, and 1875 Broadway, Brooklyn NY.
2. In no event on an ANNUAL basis, will the tenant pay more than the sum of the otherwise applicable Con Edison sales rates. If the Applicant enters into a fixed rate commodity contract, an annual reconciliation will be performed that compares the sum of the monthly cost at the otherwise applicable SC – 1 Con Edison rates to the amounts billed monthly at the fixed rate. Any savings will accrue to the customers and any overages will be refunded or credited to the customer. Additional refunds will be credited to any submetered tenant affected by the Owner's actions that led to such refunds, provided that Owner has contact information for such resident.
3. Tenant acknowledges that each submeter will be read and the tenant will be billed monthly for electric service. Each tenant's submetering statement will show the service dates tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. Tenant's failure to pay the electrical charges entitles Owner to ultimately terminate electrical service. **HOWEVER OWNER SHALL AFFORD YOU ALL NOTICES AND PROTECTIONS AVAILABLE TO YOU PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA") BEFORE ANY ACTION(S) BASED ON SUCH NON-PAYMENT, INCLUDING TERMINATION OF SERVICE IS COMMENCED.**
4. Among other protections, HEFPA provides that:
 - (i) Tenant may request balanced billing. Balanced billing divides tenant's electric costs into twelve (12) equal monthly payments. Periodically (every 3-6 months), the tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid. If tenant has paid more than its actual electricity costs, tenant will be provided with a credit on its next electric bill equal to the overpayment. If the overpayment exceeds the next submetered electric bill, any excess credits will be carried forward to subsequent months and offset against electric charges until the full credit is exhausted.

(ii) If tenant has difficulty paying the electric bill, tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby tenant will be able to pay the balance owed over a period of time. If tenant can show financial need,

Owner can work with tenant to determine the length of agreement and the amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. Owner will make reasonable efforts to help the tenant find a way to pay their bill.

(iii) If a health or safety hardship is demonstrated, management can refer tenant to a local social service agency. Tenant should notify management if the following conditions exist:

- (a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or
- (b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.
- (c) Any medical certificate must be signed by a physician and include the physician's license number.

(iv) Anyone subject to special protections is required to notify Owner. The applicable forms are available in the leasing office or you may call **(718) 366-3800**.

(v) Special protections may be available if tenant and/or other persons living with tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.

(vi) Tenant may designate a third party as an additional contact to receive notices of past due balances. Any third party designated by the tenant will not become responsible for payment of electric charges; all such charges will remain the responsibility of the tenant.

(vii) If tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, tenant may present to Owner a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to **217 Wyckoff Avenue, Brooklyn, NY 11237**. The Owner shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within thirty (30) days. A resident may request and receive one submeter test at no cost during a twelve month period when the request is made pursuant to a complaint. A resident may request more than one meter test during a twelve month period and may request that the test be witnessed by Department of Public Service staff; however, if the submeter is not out of the limits as prescribed by 16 NYCRR Part 92, the person requesting more than one annual test will bear the cost of such additional meter tests. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If tenant is dissatisfied with Owner's response; tenant may request a review of this determination by filing a written or verbal protest with management within fourteen (14) days from the date of the response by Owner. No particular form is required.

At any time, the tenant can also contact the Public Service Commission at New York State Department of Public Service, 90 Church Street, New York, NY 10007 or call their toll free HELPLINE at 1-800-342-3377 and file a complaint seeking to have the issue resolved by the

Public Service Commission, or if the tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is www.dps.ny.gov.

OWNER:

OUR LADY OF LOURDES APARTMENTS, LLC

By: _____

TENANT:

Date

Date

EXHIBIT F

PROOF OF SERVICE TO CON EDISON

OUR LADY OF LOURDES APARTMENTS LLC

217 WYCKOFF AVENUE
BROOKLYN, NY 11237
PH. 718-366-3800 FX. 718-366-8740

April 17, 2017

VIA OVERNIGHT MAIL

Consolidated Edison Company of
New York, Inc. Attn: Central
Energy Services
4 Irving Place
New York, NY 10003

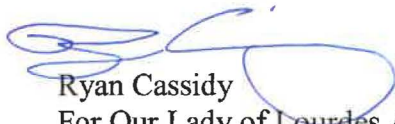
Re: Notice of Intent to Submeter Electricity at Apartment Buildings Located at:
11 De Sales Place, Brooklyn NY 11207
21 De Sales Place, Brooklyn NY 11207
1875 Broadway, Brooklyn NY 11207
(Collectively referred to as the "OLL Apartments")

To Whom It May Concern:

Please be advised that on April 17, 2017, Our Lady of Lourdes Apartments, LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced properties, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice. Thank you for your attention in this matter.

Very truly yours,



Ryan Cassidy
For Our Lady of Lourdes Apartments, LLC
(718) 366-3800
rcassidy@rbscc.org

EXHIBIT G

ENERGY REDUCTION INFORMATION

ENERGY SAVING IDEAS

Management has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

LIGHTING

- Your home is equipped with LED lighting. While this is the most efficient lighting that can be used, turning off lights when not needed is still more energy efficient.
- Use lower wattage bulbs whenever you can in lighting that you provide. LED bulbs continue to come down in cost while also requiring no warm up period that compact fluorescents require. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.

COMPUTER & HOME OFFICE EQUIPMENT

- Turn your computer off when it is not in use. Much of the energy use associated with computer is wasted because computers are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.
- Turn off your display device or monitor. Monitors consume a significant portion of the energy used by computers.
- Use a laptop. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- Unplug any battery chargers or power adapters when not in use (like your cell phone charger).
- Use a power strip as a central "turn off" point when you are done using equipment.
- Select a printer with power management capabilities.

APPLIANCES

- Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

- Buy a smaller TV. A 32-inch LED TV uses about half the energy of a 60-incher. Also, light output is the largest factor in how much power a given TV uses. Try turning down the backlight control or engaging the power-saver setting.

OTHER HELPFUL HINTS

- During cold weather, take advantage of the sun's warmth by keeping drapes open during daylight hours. To keep out the heat of the summer sun, close window shades and drapes in warm weather.
- Insure that your windows are closed securely when utilizing the heating/air condition system. Outside air coming in through partially open windows will increase the energy consumption of your HVAC system and increase your electric bill.
- Take advantage of lower the temperature while you sleep during winter months. Not only does this save you money, some studies suggest it may help you get a better nights sleep. Your thermostats can be programmed to do this automatically while easily allowing you to override that setting when conditions are different.
- Stop leaks at faucets, toilets, tubs, and showers. Even worse, if the leak is from hot-water faucets, it wastes the energy from your hot water heater, costing you more money. Immediately contact the property manager that a leak exists no matter how slow. A leaking toilet can easily consume thousands of gallons in a month if not fixed.
- Learn more by visiting https://www.energystar.gov/products/energy_star_home_tips.

EXHIBIT H

INCOME-BASED HOUSING ASSISTANCE

INCOME-BASED HOUSING ASSISTANCE

(Part 96.5 (k))

1) OLL Apartments LLC is financed by NYS Housing Community Renewal (HCR) and NYC Housing Preservation and Development (HPD). All units are incomes restricted. The following units have income subsidy:

2) As per 2016 NYC Housing Preservation and Development (HPD) guidelines for electrical utility allowance: \$39, \$41, \$53 monthly for a 1bd, 2bd, 3bd respectively.

3) OLL Apartments LLC is designed to the Passive House Institute US (PHIUS) standard, one of the strictest energy standards in the world. It is partly financed by a grant from NYSERDA NCP and is pursuing the highest energy standard available through that program. Additionally, OLL Apartments will be monitored through Energy Scorecards, a 3rd party energy tool provided by Brightpower, Inc.