



American Metering & Planning Services, Inc.
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(212) 725-8400 • (631) 864-1959 • FAX (631) 864-1953

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JUN 11 2009

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June 5, 2009

State of New York
Department of Public Service
3 Empire Plaza
Albany, NY 12223

Attention: Ms. Jaclyn Brilling
Secretary of Commission

Reference: Submetering Application
42nd and 10th Development
440 West 42nd Street
New York, NY 10036

Dear Ms. Brilling:

As required by Part 96 of the New York State Public Service Law, we have prepared this letter to file an application to utilize submetering for 440 West 42nd Street, New York, NY 10036. This project consists of a single building, which is as follows:

1. 440 West 42nd Street, New York, NY 10036, (combination rental and condominium).

The owner of the building is as follows:

42nd and 10th Associates
C/O The Related Companies
60 Columbus Avenue
New York, NY 10023

The building is presently under construction and consists of 817 residential rental and condominium units and a number of commercial spaces.

The building has a master meter installed and billed by Consolidated Edison Company of New York. The builder will retain American Metering and Planning Services, Inc. (AMPS – a submetering company) or similar contractor to perform meter reading and billing services including the preparation of monthly bills for the apartments. The equipment will be installed by owner's electrical contractors.

We submit the following as per Paragraph 96.2(b) for this project:

- (1) The building contains 623 rental units, 194 condominium units, theater performance space, hotel, retail and sub-grade garage space.
- (2) The economic advantage of submetering will allow the owners/tenants the ability to control their usage of electricity and conserve energy thereby reducing their electric charges.
- (3) The submeters to be installed are individual Quadlogic meters (S-10 Units) or equivalent. (See attached cut sheet).
- (4) The tenants and owners will be billed at the Consolidated Edison Company of New York's SC-8 Rate (Residential Rate). This is the rate paid by the building to Con Edison. Each apartment will be billed at the kwh cost paid by the building each month. In no case shall any tenant or owner be billed at a rate higher than the SC-1 Rate (Residential Rate).
- (5) With regard to the resolution of complaints involving electric service, the tenant shall first present to the managing agent a written complaint, which may be in letter form, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agents 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 to the managing agent for action to be taken by a grievance arbitrator (selected from the American Arbitration Association or equivalent).
- (6) Tenants and/or owners have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Service Commission. All rental tenants prior to entering a rental agreement shall have full disclosure by the landlord in the rental lease that the apartment shall have submetering of electricity. All condominium owners shall have full disclosure in the offering plan that the apartment shall have submetering of electricity.
- (7) All rental leases shall contain clauses, which identify that the apartment is being submetered, and that the tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the lease shall specify the following:
 - i. Complaint Procedures
 - ii. Tenant Protections

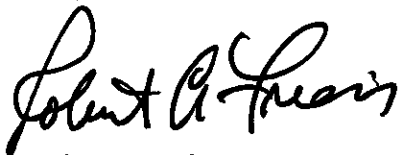
iii. Enforcement Actions

- (8) The billing process will be performed by American Metering and Planning Services or similar firm under contract to the landlord and/or Board of Directors for the Condominium Unit. Each apartment shall receive a monthly invoice which will include the following:
- (a) The start date of the billing cycle
 - (b) The meter reading on that start date
 - (c) The end date of the billing cycle
 - (d) The meter read for that end date
 - (e) The total Kwh consumed in the billing period
 - (f) The name and phone number to contact should there be any questions
 - (g) An individual account number for each tenant, which will appear on the monthly bill
- (9) All apartments in this building are market rate rental apartments and as such do not have any rent regulated regulations to comply with.

We have also attached the HEFPA Implementation Plan for the 440 West 42nd Street, New York, NY 10036.

If you have any questions regarding this application, please do not hesitate to contact Mr. Robert A. Friess of American Metering and Planning Services, Inc. He can be reached at (212) 725-8400.

Very truly yours,



Robert A. Friess, P.E.
Vice President

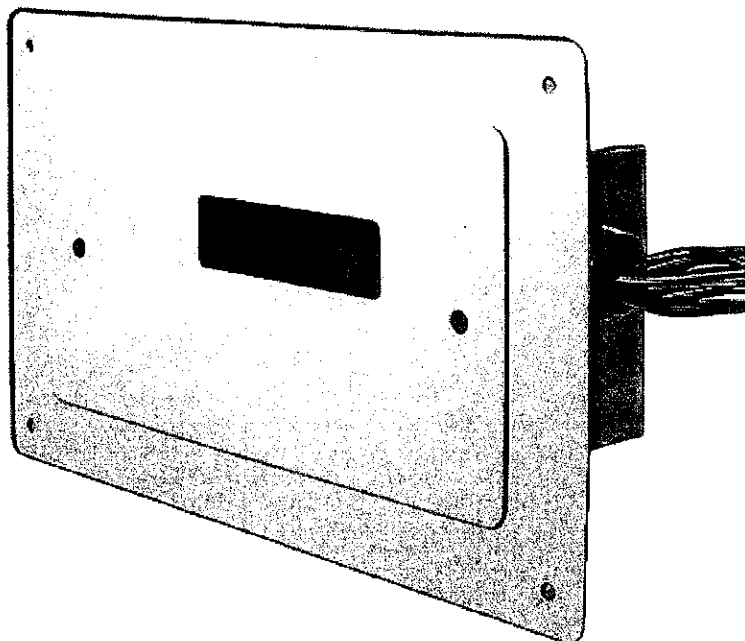
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Attachments



S-10

APARTMENT MODEL DIGITAL ELECTRIC METER



Installs Within Apartment & Communicates Remotely

- Compact, Unobtrusive Design
- LCD Shows Electrical Consumption
- Reliable Power Line Communications
- Interval Data & Time of Use Capability
- Collects Data From Water & Gas Meters
- Easy to Install
- Proven Accuracy-ANSI Compliant

Three Patented Technologies. Two Decades of Experience. One System.

For over 20 years, Quadlogic has been using a patented Power Line Communications technology to transmit meter data over buildings' existing power lines. No additional wiring or meter readers are required. Leading property management companies all over the world depend on Quadlogic systems to provide reliable and accurate electric meter readings. Quadlogic meters provide all the data you need to bill tenants, allocate energy costs and make smart energy decisions.

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

Quadlogic Controls Corporation
520 Eighth Avenue, 7th Floor
New York, NY 10018
Tel (212) 930-9300 Fax (212) 930-9393
www.quadlogic.com

*A Smart Meter For
Every Application*

Features/Benefits

Easy To Install

Installation of this flush or surface mount design limits tenant disruption

Integrated Power Line Communications

Utilizes existing electrical wiring for communications
Requires no additional dedicated hard wires, additional modules or attachments for communications

Tamper Resistant

Rugged steel enclosure with built-in tamper detection

Flexible Data Programming

Interval data down to 5 minutes allows flexible load profiling and Time of Use billing options

Accurate

Meets ANSI C12.1 and C12.16 specifications

Comprehensive Information

Event reporting with date and time stamps regarding power consumption, power ups and power downs, time changes, and tampers

Liquid Crystal Display

LCD provides consumption readings

Multi-utility Submetering System

Integrates and stores pulse data from gas and water meters

Data Integrity

Utilizes flash memory for accurate data storage and integrity without battery reliance

Installation Verification

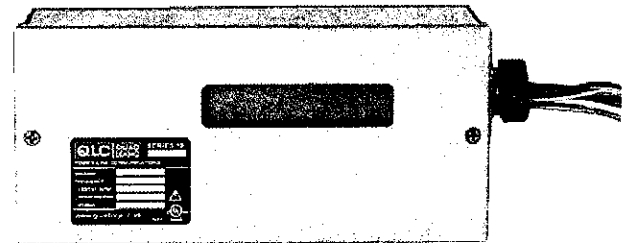
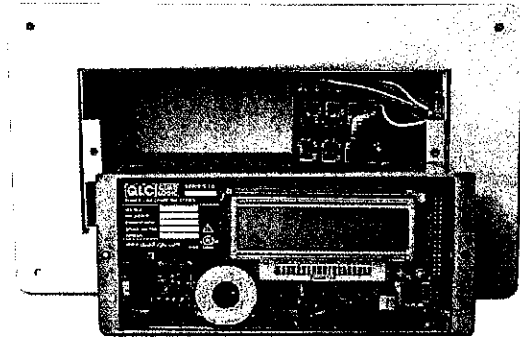
Display allows on-site verification of proper installation

Manufacturer's Warranty

Three year meter warranty

Easy Access To Data

Software package available for on or off-site meter reading



(Surface - Mount Model)

Quadlogic Controls Corporation

520 Eighth Avenue, New York, NY 10018

Tel (212) 930-9300 Fax (212) 930-9393

www.quadlogic.com



S-10 Technical Specifications

Metering Specifications

Metered Voltage:	120, 220, 240, 1Ø2W, 2Ø3W or 3Ø4W Wye, 50/60 Hz
Current Input:	0.1Amp input (50A, 100A or 200A Primary)
Four quadrant Consumption & Demand:	Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared hours & amp-squared hours
Programmable Interval Data & Peak Demand:	5 min to hourly window Meter total and/or by phase
Real time per phase:	Voltage, current, phase angle, power factor, THD, watts, VARs, VA and frequency
Time of Use:	Up to 16 blocks per day available for all metering parameters
Meets ANSI C12.1 and C12.16	
UL, UL-C File E204142	
IEC Optical Communication Interface (Standard Feature)	

Additional Features

Pulse Datalogger:	Up to 4 Form A dry contact pulse inputs for water, BTU, gas, other
Specifications:	Max. Distance: 300 feet from external pulse meter to S-10 (18 gauge min.) Min. Pulse Width: Power on: 50 msec, Power off: 500 msec When the S-10 loses power, the pulse accumulator still has the capability to record pulses but the sample rate is reduced. Max. Pulse Rate: Power on: 10 pulses/sec max, Power off: 1 pulse/sec max Peak voltage: 5.5V, Peak current: not applicable Isolation: 2.5kV isolation between pulse output and AC line Max. signal debounce tolerance: 20 msec
Data Integration Options:	IQ Software MV-90 TIM module ASCII-based, open-data protocol Open-source data conversion program

Communications

Power Line Communications (standard feature)

Accuracy

+0.5% @ unity and 50% power factor; 1-100% of full-scale (excluding external CT error)

Liquid Crystal Display

32 digit liquid crystal display (16 digit x 2 rows)
6 whole digit consumption register
Data digit height: 0.31"
Programmable display scroll & decimal place display

Operating Range

Voltage: Rated Voltage (90% to 110%)
Temperature: (-20 C to +60 C)
Humidity: 0 to 95% R.H. (non-condensing)
Transient/Surge Suppression: ANSI C37.90.1-1989

Memory

512 Kbyte non-volatile flash memory retains daily and interval metering data (even during power outage)
During power outage, long-life lithium battery maintains time, logs incoming pulses and stores only the current interval data

Shipping Weight & Dimensions

	Flush Mount	Surface Mount
1 meter box:	4.1 lbs	3.5 lbs
8 meter box:	35 lbs	29 lbs
Meter Enclosure:	8"W x 3.4"H x 3.0"D With Face Plate: 11"W x 6.5"H	

HEFPA IMPLEMENTATION PLAN

42nd and 10th Development

1. Deferred Payment Agreement Package
2. Budget Billing Agreement
3. Late Payment Procedures
4. Complaint Resolution Plan
5. Termination of Electric Service Plan
6. Disclosure Statement

**1. Deferred Payment Agreement
Package**

- A. Deferred Payment Agreement
- B. Asset Evaluation Form
- C. Past Due Reminder Notice

Residential Payment Agreement

Unit Owner's
Name: _____

Address: _____

Account #: _____

The total amount owed to The 42nd and 10th Development for this account as of MM/DD/YYYY is \$XX.XX.

The 42nd and 10th Development 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 termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from you local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond you control. If after entering into this agreement, you fail to comply with the terms, The 42nd and 10th Development may 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 call the 42nd and 10th Development Management Office.**

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

Residential Payment Agreement

Acceptance of Agreement:

Unit Owner's Signature: _____

Date: _____

This agreement has been accepted by The 42nd and 10th Development. If you and The 42nd and 10th Development cannot negotiate a payment agreement, or if you need further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned your contract may be terminated and The 42nd and 10th Development may pursue suspension of your Electric Service.

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. What is your monthly mortgage or rent payment? _____

7. List other assets (i.e., Stocks and Bonds):

8. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

9. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit
card payments \$ _____
- Other \$ _____

SPECIAL PROTECTIONS
REGISTRATION FORM

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

THE 42ND AND 10TH DEVELOPMENT

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

_____ Apartment

_____ Zip

_____ Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- Unit Owner 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
- Unit Owner is blind (Legally or Medically)
- Unit Owner has a permanent disability
- Unit Owner/resident of my house has a Medical Hardship (type):

- Unit Owner/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:

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

Past Due Reminder Notice

Unit Owner's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YYYY, you signed a Residential 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 termination of electric service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 212-506-5800 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to The 42nd and 10th Development for this account as of MM/DD/YYYY is \$XX.XX.

The 42nd and 10th Development

2. Budget Billing Agreement

Budget Billing Plan ("Plan")

Unit Owner's Name: _____

Address: _____

Account #: _____

Under this Plan, The 42nd and 10th Development agrees to provide services in return for your agreement to make payments according to the terms of this 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.

Such equal 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 the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter periods. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. The 42nd and 10th Development reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual 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 suspension of your electric service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, The 42nd and 10th Development shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe The 42nd and 10th Development 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

Unit Owner's Signature: _____

Date: _____

The 42nd and 10th Development

Signature: _____

Date: _____

Return one signed copy to the 42nd and 10th Development Management Office by MM/DD/YYYY.

HEFPA Quarterly Billing Plans ("Plan")

Unit Owner's Name: _____

Premise Address: _____

Account Number: _____

Under this plan, The 42nd and 10th Development agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Unit Owner confirms that he/she is greater than 62 years old, and that the Unit Owner's aggregate commodity service billings in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer 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 actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination pursuant to the Home Energy Fair Practices Act.

Yes! I would like Quarterly Billing:

Unit Owner's Signature: _____

Date: _____

The 42nd and 10th Development: _____

Date: _____

Return one signed copy to the 42nd and 10th Development Management Office by MM/DD/YY.

3. Late Payment Procedure

Late Payment Procedures

The 42nd and 10th Development reserves the right to charge a late payment fee. The late payment fee shall be consistent with the 42nd and 10th Development policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Tenants/Unit Owners. The invoice to each Tenant/Unit Owner 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

All charges for late payments will not be imposed for a minimum of 30 days beyond a bill payment date.

Late payment fees shall not apply to any charges subject of a pending complaint before The 42nd and 10th Development or the Public Service Commission.

4. **Complaint Resolution Plan**

Complaint Resolution Plan

Regarding the resolution of complaints involving electric service, the Tenant/Unit Owner shall first present to the managing agent or representative, a written complaint which may be in letter form, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing with ten days of the receipt of the complaint. The managing agent intends to utilize the submetering company and/or its submetering consultant, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or 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 to the managing agent or representative. No particular form of protest is required. The tenant/shareholder can contact the PSC and file a complaint or have the issue resolved by Arbitration. Upon receipt of the protest, the matter shall be turned over to a grievance arbitrator (selected from the American Arbitration Association or equivalent) for review of the complaint and the response by management, at no cost to the Tenant/Unit Owner. If necessary, an inspection of the meter may be ordered and/or a conference may be scheduled with management and the complainant. The arbitrator shall, within a reasonable period of time, prepare a written report containing a recommended disposition of the matter. A copy of this report shall be sent to both management and the complainant and be binding to both parties.

RIGHT AND COMPLAINT PROCEDURE

As a Tenant/Unit Owner customer for electricity you have certain rights assured by Home Energy Fair Practices Act (HEFPA).

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 212-506-5830. If you have an electrical emergency, please call us at XXX-XXX-XXX. If you would like to contact us by mail, please write to us at 423 West 55th Street, 9th Floor, New York, New York 10019. Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written complaint which may be in letter form including the action or relief requested at the (following address). The managing agent or representative shall investigate and respond to the complaint within thirty (30) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said

determination by filing a written protest within fourteen (14) days from the date of the response to the managing agent or representative.

No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or call their toll free HELP Hotline at 1(800) 342-3777 and file a complaint or have the issue resolved by arbitration. The bills you receive show the amount of kilowatts you used. You may request balanced billing. Balanced billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your balanced billing amount paid. We read your meter because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill. If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

Medical Hardship. You must provide a medical certificate from your doctor or local Board of Health.

Life Support Equipment. If you have life support equipment and medical certificate.

If you or a member of your immediate family is hospitalized you may receive a thirty-day extension.

While we are working with you to develop a payment agreement or while you are trying to obtain financial assistance, we will not shut off services for a period of fifteen (15) days. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself.

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive a notice of payment from a Social Service Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to (fill in name and address).

5. **Termination of Electric Service Plan**

- A. Termination Plan
- B. Final Termination Notice
- C. Final Suspension Notice

Termination Plan

- (a) The 42nd and 10th Development may terminate service for a Tenant/Unit Owner provided by HEFPA, if the Tenant/Unit Owner:
- (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Tenant/Unit Owner or excusable utility delays; and provided further, that The 42nd and 10th Development shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Tenant/Unit Owner's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
- (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of The 42nd and 10th Development that the Tenant/Unit Owner may contact in reference to his account;
 - (4) the availability of The 42nd and 10th Development procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.
- The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:
- "THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE 42nd and 10th DEVELOPMENT WHEN PAYING THIS BILL."**
- (c) Notice of termination – time.
- (1) The 42nd and 10th Development shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant/Unit Owner; or
 - (ii) has been mailed to the Tenant/Unit Owner at the premises where service is rendered.

- (d) Termination of service – time. The 42nd and 10th Development, complying with the conditions set forth in this section may terminate service to a Tenant/Unit Owner for nonpayment of bills only between the hours of 8 a.m. and 4 p.m., Monday through Thursday, provided such day or the following day is not:
- (1) a public holiday, as defined in the General Construction Law; or
 - (2) a day on which the main business office of The 42nd and 10th Development is closed for business. The 42nd and 10th Development shall not terminate service to any Tenant/Unit Owner for nonpayment of bills during a two-week period encompassing Christmas and New Year's Day.

Past Due Reminder Notice

Tenant/Unit Owner's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YY you signed a Residential Deferred Payment Agreement (DPA) which obligated you to make a down payment of \$XX.XX by MM/DD/YY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us. In addition, we may also pursue termination of delivery service to your account.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 212-506-5800 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to The 42nd and 10th Development for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Tenant/Unit Owner's Name: _____

Address: _____

Account #: _____

Dear (unit owner/tenant's name):

Your account is now 90 days overdue. Please make payment or we shall institute termination of your electric service.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID INITIATION OF TERMINATION OF YOUR ELECTRIC SERVICES.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 212-506-5800. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

The 42nd and 10th Development

FINAL TERMINATION NOTICE

_____ Date

Tenant/Unit Owner's Name: _____

Address: _____

Account #: _____

Dear (tenant/unit owner's name):

By letter, dated MM/DD/YYYY, The 42nd and 10th Development notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YYYY would result in The 42nd and 10th Development no longer serving you. Our records indicated that we have not received your payment. Please remit \$XX.XX or your account will be terminated with The 42nd and 10th Development after MM/DD/YYYY.

If you disagree with the amount due, you may either orally or in writing, make a complaint with The 42nd and 10th Development at 212-506-5800 or contact the Public Service Commission at 1(800)342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE 42ND AND 10TH DEVELOPMENT WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID TERMINATION OF YOUR ELECTRIC SERVICES.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 212-506-5800. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

The 42nd and 10th Development

FINAL SUSPENSION NOTICE
_____ Date

The 42nd and 10th Development

Tenant/Unit Owner's Name: _____
Address: _____
City, State, Zip _____
Account #: _____

Dear (tenant/unit owner's name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YYYY.

To avoid suspension, please remit \$XX.XX by MM/DD/YYYY. If your service is suspended, you must pay \$XX.XX to resume service.

Public Service Law requires that in order to end suspension, customers pay either the total amount due The 42nd and 10th Development or the amount they would have paid for energy if they had remained a utility customer.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID SUSPENSION OF YOUR 42ND AND 10TH DEVELOPMENT ACCOUNT.

Sincerely,

The 42nd and 10th Development

6. **Disclosure Statement**

Disclosure Statement

The 42nd and 10th Development certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for The 42nd and 10th Development.

Rates and charges paid by the Tenant/Unit Owner's will be based on the Residential Retail Rate (SC-1) charged by Consolidated Edison Company of New York.

Each submeter will be read monthly and each Tenant/Unit Owner will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and total amount due.