

January 24, 2013

**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 172 River Street Assoc., LLC to Submeter  
Electricity at 172-176 River Street, Troy, New York 12180, Located in the  
Service Territory of Niagara Mohawk Power Corporation d/b/a National Grid

Dear Secretary Burgess:

On behalf of 172 River Street Assoc., LLC, attached please find a Notice of Intent to  
Submeter Electricity at 172-176 River Street, Troy, New York 12180, located in the service  
territory of Niagara Mohawk Power Corporation d/b/a National Grid.

Please contact me with any questions.

Respectfully submitted,

COUCH WHITE, LLP

*Adam T. Conway*

Adam T. Conway

ATC/glm

Attachment

cc: Elizabeth Katz (via email; w/att.)

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**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

**Notice of Intent of 172 River Street )  
Assoc., LLC to Submeter Electricity at )  
172-176 River Street, Troy, New York ) Case No. \_\_\_\_\_  
Located in the Territory of Niagara Mohawk )  
Power Corporation d/b/a National Grid )**

**NOTICE OF INTENT TO SUBMETER ELECTRICITY**

172 River Street Assoc., LLC (“Applicant”), the developer of a four-story commercial and residential project located at 172-176 River Street, Troy, New York 12180, known as The River Street Lofts, hereby requests authorization to submeter the residential rental apartments to be located in the building. Applicant currently anticipates that the residential apartments at The River Street Lofts will be ready for occupancy by March, 2014.

Because Applicant is seeking authorization to submeter at a new, master-metered multi-unit residential premises that does not utilize electric 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 River Street Lofts 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 to Applicant. However, as described in more detail below, Applicant will include a Submetering Lease Rider with all leases for units at The River Street Lofts. 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”). Thus, in the event that units

are occupied before submetering authorization is obtained, all residents will receive notification that the premises is submetered.

Applicant will not collect any submetered electric charges prior to receiving authorization from the Commission. If The River Street Lofts has any occupants prior to receiving Commission authorization to submeter, Applicant will provide all such occupants with “shadow bills” until such authorization is received. These shadow bills will provide occupants with an approximation of their submetered electric charges. The shadow bills will state that they are not a bill and are for informational purposes only.

**INFORMATION REQUIRED BY 16 NYCRR § 96.3(A)**

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

Applicant will utilize Class 1000, 2-phase, 100-amp E-Mon D-Mon meters manufactured by E-Mon, LLC, model number E10-3208100MKIT. This submetering system is compliant with ANSI accuracy standard C12.20 (+/- 0.2% from 1% to 100% of rated load) and is UL Listed to the latest applicable standards for safety. Product sheets for the submetering system are attached to this Notice of Intent as **Exhibit A**.

Each apartment will be equipped with a programmable thermostat manufactured by Totaline. Product sheets for the thermostats are attached to this Notice of Intent as **Exhibit B**.

**B. Description of methods to be used to calculate bills**

The monthly bills will be based on Niagara Mohawk Power Corporation d/b/a National Grid’s (“National Grid”) rates and charges for direct-metered, residential electric service. In no event will the total bill for a billing period for any unit (including any monthly administrative charge) exceed National Grid’s rates and charges for delivery and commodity in that billing period for similarly situated, direct-metered residential customers.

Applicant's property manager, Sunrise Management & Consulting ("Sunrise"), will administer the monthly electric submetering bills. Each billing period, Applicant will download consumption data from the submeters and process a bill based on the resident's actual consumption. Sunrise will then distribute the bills to the residents. Consistent with the Commission's rules and regulations, the meter reading data and billing calculations will be documented and retained for a six year period for each unit.

**C. Plan for Complying with the Provisions of HEFPA**

Attached to this Notice of Intent as **Exhibit C** is a HEFPA Implementation Plan containing, among other things: (i) sample forms to be used to determine residents' assets; (ii) sample budget and quarterly billing forms; (iii) sample past due reminder notice; (iv) sample notice to social services of a resident's inability to pay; (v) final notice to commence legal proceeding; (vi) annual resident notification of rights; (vii) description of bill contents; (viii) sample budget or levelized payment plans; (ix) sample deferred payment agreement; and (x) complaint handling procedures.

**D. Submeterer Identification Form**

Attached to this Notice of Intent as **Exhibit D** is a completed Submeterer Identification Form.

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

This section is not applicable. The River Street Lofts is a new construction and submetered electric charges will be billed separately from rent.

**F. Submetering Lease Rider**

Attached to this Notice of Intent at **Exhibit E** is a Submetering Lease Rider that Applicant will include with all leases governing The River Street Lofts. This Submetering Lease

Rider includes, among other things, a description of the submetering complaint procedures; the HEFPA rights and responsibilities of residents; and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident.

**G. Proof of service**

A copy of this Notice of Intent was sent to National Grid, the utility company providing service to the premises to be submetered, on January 24, 2014 via overnight mail. Attached to this Notice of Intent as **Exhibit F** is a copy of the transmittal letter to National Grid.

**H. Refrigerators**

Each rental unit at The River Street Lofts will be equipped with a new 18.3-cubic foot Frigidaire refrigerator, model number FRT18L4JM.

**I. Description of electric energy efficiency measures to be installed**

The building where The River Street Lofts will be located was built in 1889. Applicant is performing a complete renovation of the building and as part of this renovation Applicant is incorporating several energy efficiency measures. Regarding the heating system, each unit will be equipped with a natural gas-fired, forced hot air furnace that is 92% efficient. Applicant has installed solar panels on the roof of the building. Applicant is installing a Tyvek sheet across all exterior walls, followed by five inches of insulation in order to achieve a significant R value for insulating. Other than the refrigerators, all residential appliances will be Energy Star rated. All lighting throughout The River Street Lofts will use either compact fluorescent bulbs or LED lighting. Finally, the air conditioning condensers in each unit will have a Seasonal Energy Efficiency Ratio of 16, which is two steps above the federal government's requirement for new central air conditioning equipment.

**J. Description of information and education programs to be provided to residents**

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 housing assistance**

All units at The River Street Lofts will be market-based units and thus 20% or more of the residents will not receive income-based housing assistance. Therefore, this section is not applicable.

**L. Information pertaining to property utilizing electric heat**

The River Street Lofts will not be an “electric heat property.” As described in Section I, space heat for all units at The River Street Lofts will be produced by gas-fired forced hot air furnaces.

## CONCLUSION

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

Dated:           January 24, 2014  
                  Albany, New York

Respectfully submitted,

*Adam T. Conway*

\_\_\_\_\_  
Adam T. Conway, Esq.  
COUCH WHITE, LLP  
*Counsel for 172 River Street Assoc., LLC*  
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Albany, New York 12201-2222  
(518) 426-4600  
[aconway@couchwhite.com](mailto:aconway@couchwhite.com)

## **EXHIBIT A**



# CLASS 1000 SINGLE-PHASE kWh METER

**E-Mon D-Mon**

Energy Monitoring Products & Systems

## Features

- Direct-read 2-line alpha-numeric LCD display without multiplier displays accumulative kWh and "real-time" kW load.
- Available in MMU (Multiple Meter Unit) enclosures containing up to 24 meters in one compact enclosure.
- Revenue-grade accuracy.
- Patented 0-2 volt output split-core current sensors promote enhanced safety and accurate remote mounting of current sensors up to 2,000 feet from meter without power interruption. (Optional solid-core sensors available in 100 & 200 amp.)
- Parallel up to three (3) sets of current sensors for cumulative reading.
- Current sensor installation diagnostics.
- Fixed pulse output.
- Non-volatile Memory.
- Maintains reading in the event of power failure.
- Meter can be used in the following configurations:
  - 1-Phase, 2-Wire
  - 2-Phase, 3-WireFor other configurations, contact factory.
- Industrial grade JIC steel enclosure (standard) with padlocking hasp & mounting flanges for indoor installation. Knockouts: 1 1/16" (3/4" cond.) bottom, 7/8" (1/2" cond.) top.
- Optional NEMA 4X polycarbonate enclosure with padlocking hasp & mounting flanges for indoor/outdoor installation (stand alone) with one 1 1/16" KO on bottom of enclosure.
- UL/CUL Listed.
- Certified by independent test lab to ANSI C12.20 national accuracy standards. (+/- 0.2% from 1% to 100% of rated load.)
- California CTEP approved for use with solid-core current sensors. Listed by the California Energy Commission.
- New York City approved, Con Edison approved for RSP program.

MMU Style  
(Multiple Meter Unit)



Stand-Alone Configuration  
Dim: 6 3/4" H x 5 3/16" W x 3 1/4" D

## Model Numbers

### 120V, 1-Phase, 2W

(Supplied with (1) split-core current sensor)

E10-212025-JKIT (25 Amp)  
E10-212050-JKIT (50 Amp)  
E10-2120100JKIT (100 Amp)  
E10-2120200JKIT (200 Amp)

### 120/208-240V, 1- or 2-Phase, 3W

(Supplied with (2) split-core current sensors)

E10-320825-JKIT (25 Amp)  
E10-320850-JKIT (50 Amp)  
E10-3208100JKIT (100 Amp)  
E10-3208200JKIT (200 Amp)

### 277V, 1-Phase, 2W

(Supplied with (1) split-core current sensor)

E10-227725-JKIT (25 Amp)  
E10-227750-JKIT (50 Amp)  
E10-2277100JKIT (100 Amp)  
E10-2277200JKIT (200 Amp)

### Optional Meter Enclosures

Replace "J" in model number with optional enclosure specification.

Specification M - MMU Configuration  
(ex. E10-3208100MKIT)  
Specification R - NEMA 4X Raintight Enclosure  
(ex. E10-212025-RKIT)

**E-Mon**  
Energy Monitoring Products

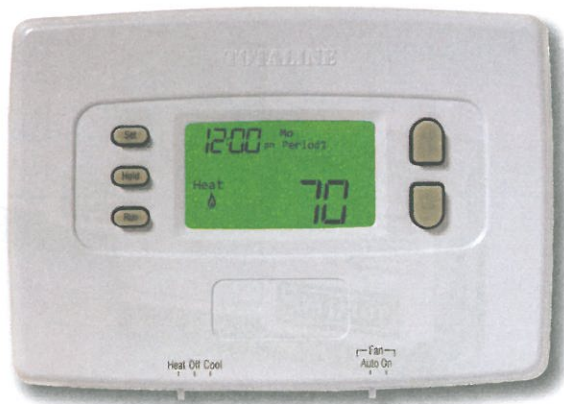
# CLASS 1000 METER ENGINEERING SPECIFICATIONS

- Meter shall be fully electronic with 2-line alpha-numeric LCD display for kilowatt-hour readings. Meter shall provide rate of consumption indication and also a test sequence to ensure integrity of the display.
- Meter shall provide a load indicator to indicate real-time consumption levels for field testing and certification.
- Meter shall provide current sensor installation diagnostics indicator.
- Meter shall use 0-2 volt output current sensors to allow paralleling and/or mounting up to 2,000 feet from the meter. Sensors shall be of split-core configuration to allow installation without powering down. Sensors shall be available from 25 amp to 200 amp. Sensors shall be optionally available in solid-core configuration (100 & 200 amp.)
- Meter shall be enclosed in a heavy-duty JIC steel enclosure suitable for indoor installation. Meter enclosure provides a method of locking to prevent unauthorized access.
- Meter shall be optionally available in an outdoor NEMA 4X polycarbonate enclosure with padlocking hasp & mounting flanges for indoor installation.
- Meter shall be optionally available in MMU (Multiple Meter Configuration) enclosures containing up to 24 meters in one compact enclosure.
- Meter shall be UL Listed/CUL Listed to latest applicable standards for safety.
- Meter shall be certified by a nationally recognized independent test facility to ANSI C12.20 (+/- 0.2% from 1% to 100% of rated load) specifications.
- Meter shall be California CTEP approved for use with solid-core current sensors, listed by the California Energy Commission, New York City approved and Con Edison approved for RSP program.
- Meter shall be provided with a non-volatile memory to maintain reading during power outages.
- Meter shall be provided with modular connector(s) to provide interfacing with:
  - AMR (Automatic Meter Reading)
  - Building Management/Energy Management Systems
- Meters shall be compatible with E-Mon Energy™ software.

## **EXHIBIT B**

# Totaline® Basic

## Programmable / Residential Thermostat



Actual size is 1.75"H x 5.5"L x 3.38"D

### P310-1210

- Heat Pump (2H/1C)
- 5-2 Day Programmable
- 1.73 Sq. Inches Display Size (viewable area)
- Early Recovery
- 2 Year Limited Warranty

### P310-1110

- Single Stage (1H/1C)
- 5-2 Day Programmable
- 1.73 Sq. Inches Display Size (viewable area)
- Early Recovery
- 2 Year Limited Warranty

### STANDARD FEATURES:

- Fan Operation (Electric or Fossil Fuel)
- Manual Changeover
- Clock Format (12/24 Hour)
- Temperature Indication Scale (°F/°C)
- 5 Minute Minimum Compressor Off Time
- Hardwired / Battery Powering Method
- Highly Accurate Temperature Control (+/- 1°F)
- On-Demand Backlighting
- Energy Star® Qualified
- Temporary Hold
- Permanent Hold
- Easy Access to Warmer (up) / Cooler (down) keys
- Permanent Memory Retention
- Cool On Indication - snowflake icon
- Heat On Indication - flame icon
- Stg. 2 Heat On Indication (P310-1210 Only)
- Minimum Compressor Off Time Indication
- "Replace Battery" Indication
- Packaged with Batteries

**TOTALINE**®

## **EXHIBIT C**

## **HEFPA IMPLEMENTATION PLAN**

### **THE RIVER STREET LOFTS**

- 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 Notice to Commence Legal Proceeding**
- 7. Disclosure Statement**
- 8. Annual Notification of Rights**

# 1. PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

## **Step 1: Receive Master Utility Invoice**

Staff for The River Street Lofts, or its property manager Sunrise Management & Consulting acting on its behalf, (collectively, “Submeterer” or “Staff”) shall process the master invoice received from the utility (e.g., Niagara Mohawk Power Corporation d/b/a National Grid) and note the date it was received.

## **Step 2: Mail Utility Bill to Residents**

Submeterer shall calculate and distribute a submetered utility statement to each resident by the tenth (10<sup>th</sup>) day of each month. Payment is due by the first (1<sup>st</sup>) of the following month.

## **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 commence legal action. 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 Notice to Commence Legal Proceeding*.

**Step 6: Final Notice to Commence Legal Proceeding 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 Notice to Commence Legal Proceeding* along with an executed Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate.

The *Final Notice to Commence Legal Proceeding* 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 Notice to Commence Legal Proceeding* 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 legal action, and that the executed document must be returned to Submeterer prior to the date set forth in the *Final Notice to Commence Legal Proceeding*.

**Step 7: Review for Special Procedures**

On the same date that a *Final Notice to Commence Legal Proceeding* 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 legal action against such resident.

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 commence legal action as authorized 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 (518) 782-0200, 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.

**YES,  
I would like to schedule an appointment to discuss a Deferred Payment Agreement.**

**Resident Signature:** \_\_\_\_\_

**Apt #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OR**

**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 Notice to Commence Legal Proceeding*.

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	
<b>Avg. Monthly Income:</b>	

**Asset Calculation:**

Asset Source:

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

**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)	
<b>Total Expenses:</b>	

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 for this account as of MM/DD/YYYY is **\$XX.XX**.

We are 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 legal action.**

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, we may commence legal action. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by MM/DD/YYYY, we may commence legal action. **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 The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205, or by phone at (518) 782-0200.**

### 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 The River Street Lofts. If you and The River Street Lofts 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, legal action may be commenced.

**Acceptance of Agreement**

Company Acceptance: By this statement, The River Street Lofts 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 Notice to Commence Legal Proceeding*.

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 Notice to Commence Legal Proceeding* 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 (518) 782-0200 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 (518) 833-6000.

The total amount owed to The River Street Lofts 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, The River Street Lofts 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 use all billing data available for the resident and estimate consumption for months where data is not available using billing data for the premises.

The Plan shall be subject to regular review (every 3-6 months) for conformity with actual billings. The River Street Lofts 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 Notice to Commence Legal Proceeding* pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, The River Street Lofts 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 The River Street Lofts 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:** \_\_\_\_\_

**The River Street Lofts:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Return one signed copy to The River Street Lofts management company at The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 by MM/DD/YYYY.**

## **HEFPA Quarterly Billing Agreement**

**Customer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

Under this plan, The River Street Lofts 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 Notice to Commence Legal Proceeding* pursuant to the Home Energy Fair Practices Act.

**[ ] Yes! I would like Quarterly Billing.**

### **Acceptance of Agreement**

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The River Street Lofts:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Return one signed copy to The River Street Lofts management office at The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 by MM/DD/YYYY.**

#### **4. Late Payment Procedures**

The River Street Lofts 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 The River Street Lofts 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 (518) 782-0200. If you would like to file a complaint in writing, please send the complaint to us at The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205. 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 an oral or 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 submetering charges 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, 3 Empire State Plaza, Albany, NY 12223. Residents of The River Street Lofts 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:

**The River Street Lofts c/o Keith Flores  
Managing Agent  
255 Washington Ave. Ext.  
Albany, NY 12205**

**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]), pursue legal action 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 not pursue legal action 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 (518) 782-0200. 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. _____ (month)
	Public Assistance	Yes _____	No _____	Amt. _____ per mo.
	weeks			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 Notice to Commence Legal Proceeding

Date

Resident

Street Address

City, State, Zip Code

### **Re: Final Notice to Commence Legal Proceeding**

Dear Resident:

By letter dated MM/DD/YY, The River Street Lofts notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in The River Street Lofts commencing legal action. Our records indicate that we have not received your payment. Please remit \$XX.XX or legal action may be commenced after MM/DD/YY. This may include, but is not limited to, legal action to re-take possession of the premises and/or a civil action seeking a judgment on the past due amount.

If you disagree with the amount owed, you may call or write us at The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, New York 12205, (518) 782-0200 or you may contact the Public Service Commission at 1-800-342-3377.

**THIS IS A FINAL NOTICE TO COMMENCE LEGAL PROCEEDING. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE RIVER STREET LOFTS MANAGING AGENT AT THE ADDRESS INDICATED ABOVE WHEN PAYING THIS BILL.**

**PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID LEGAL ACTION.**

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (518) 782-0200. 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

## **7. Disclosure Statement**

The River Street Lofts 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 leases for The River Street Lofts.

The monthly bills will be based on Niagara Mohawk Power Corporation d/b/a National Grid's ("National Grid") rates and charges for direct-metered, residential electric service. In no event will the total charges (including administrative fees) exceed the National Grid residential rate.

Each submeter will be read monthly and each resident 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 the total amount due.

## **8. ANNUAL NOTIFICATION OF RIGHTS Home Energy Fair Practices Act (HEFPA)**

The electricity at **The River Street Lofts** 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](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 **The River Street Lofts** Property Manager at The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 or call the Managing Agent at (518) 782-0200. 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.

Consumer rights and protections are available to you under Home Energy Fair Practices Act. 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](http://www.dps.ny.gov) or [www.askPSC.com](http://www.askPSC.com)

### Mailing address:

NYS Public Service Commission – Office of Consumer Services  
3 Empire State Plaza, Albany, NY 12223

**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. Legal action may include, but is not limited to, an action to re-take possession of the premises and/or a civil action seeking a judgment on the past due amount.**

A Submeterer may commence legal action 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 notice to commence legal proceeding no less than 15 days before the date shown on the notice.

A final notice to commence legal proceeding shall clearly state or include:

- the earliest date on which legal action may occur;
- the reasons for legal action, including the total amount required to be paid, and the manner in which legal action 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 NOTICE TO COMMENCE LEGAL PROCEEDING. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.”

**Special Procedures:**

**Notify The River Street Lofts Property Manager at 255 Washington Ave. Ext., Albany, NY 12205 or call the Property Manager at (518) 782-0200 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 1<sup>st</sup> of each year and ending April 15<sup>th</sup> 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 to a customer upon request.

- Special Notification of Social Services

After the submeterer has sent a final notice to commence legal proceeding 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 legal action, 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 legal proceedings 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 The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 or call (518) 782-0200 with the party's contact information and written agreement of the third party to receive copies of all notifications relating to legal proceedings 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 The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 or call (518) 782-0200** 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 The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205 or call (518) 782-0200** 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) The customer's service classification, the billed demand, the meter-multiplier constant (if applicable), and any charges or credits which are adjustments to the base charges imposed by the submeterer for the rate classification of that customer;
- (c) 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
- (d) 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**



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



**Submetering Identification Form**

Name of Entity 172 River Street Assoc. LLC			Corporate Address 32 Patroon Pt.		
City Rensselaer	State NY	Zip	Web Site www.theriverstreetlofts.com		
Phone 518.867.4811			Utility Account Number 76137-94145		
Chief Executive John Blackburn			Account Holder Name 172 River Street Assoc		
Phone 518-258-1233			E-mail manager@theriverstreetlofts.com		
DPS Case Number:					

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name Keith Flores			Name John Blackburn		
Phone 518.782.0200			Phone 518-258-1233		
Fax 518.782.9359			Fax 518-615-9649		
E-mail kflores@sunrisemc.com			E-mail jblackburn@theriverstreetlofts.com		
Address 255 Washington Ave. Ext			Address 32 Patroon Pt		
City Albany	State NY	Zip 12205	City Rensselaer	State NY	Zip 12144

***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: manager@theriverstreetlofts.com***

Name of Property The River Street Lofts			Address 172-176 River Street		
City Troy	State NY	Zip 12180			
Electric Heat? Y/N No			Electric Hot Water? Y/N Yes		
# Units Occupied by: Sr. Citizens 0 Disabled 0			Total # of Units 21		
Rent Stabilized No	# Rent Controlled		# Rent-Regulated 0	# Market Rate 21	
# Low Income 0	# Section 8 0		# Landlord Assist Program 0	# Other 0	
Submeter / Billing Agent 172 River Street Assoc			Address 32 Patroon Pt.		
City Rensselaer	State NY	Zip 12144			
Contact Name John Blackburn		Contact Phone 518-258-1233	Contact Fax 518-615-9649		

Please return this form with 5 days to:

Hon. Jaclyn A. Brilling, Secretary to the Commission  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223  
e-mail: secretary@dps.state.ny.us

(Rev. 1/27/2010)

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

## **EXHIBIT E**

# The River Street Lofts

## Electric Submeter

### Lease Rider

1. Tenant acknowledges that Landlord will seek New York State Public Service Commission (PSC) approval to submeter electricity to residential tenants located at The River Street Lofts. Tenant acknowledges that the provisions in this Electric Submeter Lease Rider are effective upon PSC approval of Landlord's submetering application.
2. Tenant acknowledges that submetered rates and charges paid by the tenant will be based on the rates charged by National Grid, the electric company, and in no event will the total charges (including any administrative fees) exceed the rates for directly metered residential electric service. Refunds will be credited to any submetered tenant affected by the landlord's actions that led to such refunds, provided that landlord 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 the landlord to ultimately commence legal action. Legal action may include, but is not limited to, an action to re-take possession of the premises and/or a civil action seeking a judgment on the past due amount. **HOWEVER LANDLORD 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 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, the managing agent 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. The managing agent 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.

**The River Street Lofts  
Electric Submeter  
Lease Rider**

(iv) 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.

(v) 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.

(vi) If tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, tenant may present to the managing agent a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to **The River Street Lofts c/o Keith Flores, Managing Agent, 255 Washington Ave. Ext., Albany, NY 12205**. The managing agent 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 the managing agent'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 the managing agent. 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, 3 Empire State Plaza, Albany, NY 12223 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](http://www.dps.ny.gov)<http://www.dps.state.ny.us/>.

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**Tenant**

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**Landlord**

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**Date**

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**Date**

## **EXHIBIT F**

January 24, 2014

**VIA OVERNIGHT MAIL**

Mr. William Flaherty  
Regional Director  
Niagara Mohawk Power Corporation d/b/a National Grid  
1125 Broadway  
Menands, New York 12204

Re: Notice of Intent to Submeter Electricity at a Building Located at 172-176 River Street, Troy, New York 12180

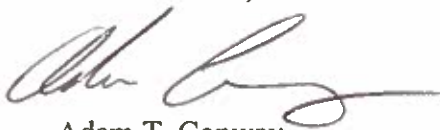
Dear Mr. Flaherty:

Please be advised that on January 24, 2013, 172 River Street Assoc., LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Niagara Mohawk Power Corporation d/b/a National Grid.

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

Very truly yours,

COUCH WHITE, LLP



Adam T. Conway

*Counsel for  
172 River Street Assoc., LLC*

ATC/glm  
Enclosure

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## **EXHIBIT G**



## **ENERGY SAVING IDEAS from THE RIVER STREET LOFTS**

The River Street Lofts 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**

- Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- Use lower wattage bulbs whenever you can. 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 PC's 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 PC's.
- Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large.
- Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

### **APPLIANCES**

- Choose Energy Star appliances, which use considerably less energy than other appliances. You may find "Energy Star" appliances at your local retail stores.
- Use your refrigerator as efficiently as possible by keeping the condenser coils clean.

- Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.

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.

### **USEFUL LINKS**

[www.sears.com](http://www.sears.com)  
[www.bestbuy.com](http://www.bestbuy.com)  
[www.homedepot.com](http://www.homedepot.com)  
[www.lowes.com](http://www.lowes.com)

### **OTHER HELPFUL HINTS**

- Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money.
- Stop leaks at faucets, toilets, tubs, and showers. If the leak is from hot-water faucets, it wastes the energy from your hot water heater and costs you more money.

\*Sources: Con Edison, LIPA, Orange and Rockland, NYSEDA, Niagara Mohawk, Southern California Edison.