

October 23, 2013

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350

Re: Notice of Intent to Submeter Electricity at 83-87 Court Street, 15-17 Chenango Street, and 16 Commercial Alley, Binghamton, NY, 13901, Located in the Territory of New York State Electric & Gas Corporation

Dear Secretary Burgess:

Stellar 83 Court LLC (the "Owner")¹ owns the above-referenced property (collectively, the "Building"). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the "Notice") the 79 new residential rental units in this Building,² which is located within the service territory of New York State Electric & Gas Corporation ("NYSEG"). The expected initial move-in date by tenants into the 16 units at the Court Street location is January 22, 2014.

As set forth in detail below, the Owner's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

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

Quadlogic's MiniCloset-5 meters will be installed into the Court Street Building. Submetering systems for the Chenango Street and Commercial Alley Buildings are undetermined but will be either Quadlogic's S-10 or MiniCloset-5 meters.

Quadlogic's MiniCloset-5 meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy-to-read LCD 6-digit display. Additionally, the meter monitors and stores an apartment's daily and interval electric usage and retains this information for

¹ See attached corporate documentation at Exhibit 1.

² The Court Street Building, the Chenango Street Building, and the Commercial Alley Building are interconnected buildings and contain the residential units of this property. The Court Street Building, which contains 16 residential units, is currently under construction. The Chenango Street Building and the Commercial Alley Building, which will contain 63 residential units, are currently within the demolition phase. These buildings also include approximately 7,000 square feet of commercial space, including street-level storefront in the Court Street and Chenango Street Buildings.

approximately 60 days. The Quadlogic MiniCloset-5 system meets ANSI C12.1 and C12.16 American National Standards Institute – Code for Electricity Metering.

Quadlogic’s S-10 meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy-to-read LCD 6-digit display. Additionally, the meter monitors and stores an apartment’s hourly electric usage and retains this information for approximately 45 days. The Quadlogic S-10 system meets ANSI C12.1 American National Standards Institute – Code for Electricity Metering.

Remote reading capability for both systems is possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 30,000 apartment units in the New York metropolitan area. Both systems also feature sophisticated self-diagnostics to ensure reliable operations and may be upgraded to provide advanced data.³

The MiniCloset-5 system is capable of remote service termination to individual units in the event of nonpayment, subject to the Home Energy Fair Practices Act (“HEFPA”).

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

The rate calculation to be used is the NYSEG Service Classification SC-1 for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by the NYSEG Service Classification SC-1 rate for a billing period.⁴

The NYSEG Service Classification SC-1 rate is a combination of various items, including, but not limited to:

- Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).
- Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.
- Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- Sales Tax: The current New York State (“NYS”) sales tax.

³ See Quadlogic Specifications at Exhibit 2 for further details about the S-10 and MiniCloset-5 meters.

⁴ See sample bill from billing agent at Exhibit 3.

The following is an example of the formula that will be used to derive a resident's electricity charges based on the current NYSEG Service Classification SC-1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

All NYSEG rates by classification are available on its website (www.nyseg.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 120 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.⁵

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

C. Plan for complying with the provisions of HEFPA:

See the attached HEFPA documents for the Building.⁷

D. Submetering Identification Form:

See the attached completed Submetering Identification Form.⁸

⁵ See 16 NYCRR § 96.1 (i).

⁶ See 16 NYCRR § 96.6 (j).

⁷ See Exhibit 4.

⁸ See Exhibit 5.

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

Since this is new construction, this provision is not applicable to the Building.

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

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, 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 shall be included in plain language in all leases or agreements governing the submetered premises.⁹

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

See the attached proof of service that this Notice was sent by the Owner to NYSEG.¹⁰

H. Documentation regarding refrigerators in all rental dwelling units:

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

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

The Building will have many energy-efficient features, including:

- LED lighting
- Gas heating and hot water
- Roof-top solar panels
- ENERGY STAR® appliances (*see below*)

All eligible appliances in the residential apartments will be ENERGY STAR® labeled, including the refrigerator/freezer, dishwasher, and clothes washer. The model numbers and specifications of such appliances are as follows:

- Frigidaire, FFHT1817PS, 18 cubic foot refrigerator
- Frigidaire, FFEF3011L, 30" electric range
- Frigidaire, FFMV162L, over range microwave
- Frigidaire, FFBD2411N, 24" dishwasher
- Bosch, WAP24200UC, 24" front load washer
- Bosch, WTB86200UC, 24" stackable ventless dryer

⁹ See attached draft lease rider at Exhibit 6.

¹⁰ See Exhibit 7.

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

Upon leasing, residents will be provided with certain energy efficiency/conservation information.¹¹

K. Information if 20% or more of the residents receive income-based housing assistance:

This provision is not applicable to the Building.

L. Information if building is an electric heat property:

The Building is *not* an “electric heat property.”¹² The Building will be heated and cooled by a combination of:

- Daikin McQuay Rebel Rooftop Packaged System Unit, which serves the entire building by delivering fresh air and at times may cool or heat the air to a comfortable temperature. This system will not be metered to tenants.
- GMC VSX13-13 Seer Air Conditioners, which utilize an energy-efficient compressor and high-efficiency condenser coil. These rooftop air conditioners are equipped with a condenser fan system.
- Goodman GMH95 and GCH95 Gas-Fired Furnace, which offers 96% annual fuel utilization efficiency and distributes heated air from its coils and cooled air from the rooftop air conditioners to the respective apartment. This furnace is a gas-fired, forced hot air furnace located within each unit, and the two model numbers indicate a smaller and a larger option to serve differently-sized apartments. The furnace is comprised of dual-diameter tubular heat exchanges and a furnace control board with self-diagnostics.

The temperature for heating and cooling in the residential apartments will be controlled with programmable thermostats.

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

This provision is not applicable to the Building.

N. Other information required by prior Commission Order:

This provision is not applicable to the Building.

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

¹¹ See Exhibit 8.

¹² 16 NYCRR § 96.1 (f).

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at 518.701.2734 or jmcmamus@harrisbeach.com with any questions about this Notice.

Sincerely,

Stellar 83 Court LLC

By: Stellar 60-01 LLC, Sole Member

By: 

Signature

Stephen Gladstone, Managing Member

Enclosures

cc: John T. McManus, Esq. (*via email only*)
Quadlogic Controls Corporation (*via email only*)

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	<u>Stephen Gladstone</u>
Your Company/Organization:	<u>Stellar 6001 LLC</u>
Mailing Address:	<u>60-01 31st Avenue</u> <u>Woodside, NY 11377</u>
Company/Organization you represent, if different from above:	<u>Stellar 83 Court LLC</u>
E-Mail Address:	<u>sgladstone89@gmail.com</u>
Case/Matter # (if known)	<u>unknown</u>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <u>s/Stephen Gladstone</u>	Date: <u>October 22, 2013</u>
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Please note that this form applies to this filing only.

To the extent possible, please file this form in .pdf format.

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE
SERVICE LIST & MAIL SERVICE LIST REQUEST FORM

If you wish to subscribe on-line, follow these instructions:

1. Go to this page on our website http://www.dps.ny.gov/DMM_Registration.html
2. Use the link on the page to Create an Account now
3. After the account is created, use the link on the page to Login with your NYS DPS Account
4. Once you are logged in, use the links to "subscribe to a case"

Note: Once you are registered, and wish to add/change subscriptions, go to PSC homepage <http://www.dps.ny.gov>, and click on "Login" in lower left of page.

I wish to be placed on the Service List for Case Number:

Case Title (short reference sufficient):

<u>Notice of Intent to Submeter Electricity at 83-87 Court Street, 15-17 Chenango Street, and 16 Commercial Alley, Binghamton, NY, 13901, Located in the Territory of New York State Electric & Gas Corporation</u>

Name:	<u>John T. McManus</u>
Title:	<u>Attorney</u>
Company/Organization Name, If applicable:	<u>Harris Beach PLLC</u>
Representing Company/Organization/District, if applicable:	_____
Representing Self:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mailing Address:	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
Telephone Number:	<u>518-701-2734</u>
E-mail Address:	<u>jmcmamus@harrisbeach.com</u>
Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please specify the e-mail to be used:	_____

SERVICE OF DOCUMENTS:

- By providing your e-mail address, you are consenting to receive documents by e-mail only and you will be sent the issued document(s) immediately by e-mail and you will not receive paper copies. Please e-mail this form to secretary@dps.ny.gov
- See below for provisions for those who cannot accept e-mail service

I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>/s/John T. McManus</u>	Date: <u>10/22/13</u>

- If you are requesting mail service only, please mail this form to the Secretary, NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350.

Exhibit List

1. Exhibit 1: Corporate Documentation
 - a. Ex: Articles of Organization and/or a Certificate of Good Standing
2. Exhibit 2: Specifications Regarding Submeter Features
 - a. Ex: Quadlogic or Intek
3. Exhibit 3: Sample Quadlogic Electric Bill
4. Exhibit 4: HEFPA Documents
 - a. Notification of Rights and Procedures
 - b. Special Protections Registration Form
 - c. Procedure to Pursue Collection of Utility Charges, including:
 - i. Deferred Billing Agreement Option Offer Letter
 - ii. Deferred Payment Agreement Appointment Letter and Confidential Deferred Payment Agreement Worksheet (a/k/a Asset Evaluation Form)
 - iii. Deferred Payment Agreement
 - iv. Past Due Reminder Notice
 - d. Notice to Social Services
 - e. Budget Billing Plan
 - f. Quarterly Billing Agreement
 - g. Failure To Make Payment Notice
 - h. Final Termination Notice
5. Exhibit 5: Submetering Identification Form
6. Exhibit 6: Draft Lease and/or Lease Rider
7. Exhibit 7: Transmittal Letter to NYSEG of Notice of Intent to Submeter the Building
8. Exhibit 8: Energy Efficiency/Conservation Information
9. Exhibit 9: Heating and Cooling Technical Specification Sheets

Additional Documents

1. Notice of Intent OR Petition
2. Method of Service Form
3. Service List Form

State of New York
Department of State } **ss:**

I hereby certify, that STELLAR 83 COURT LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 08/20/2008. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 19th day of September two
thousand and thirteen.*

Anthony Giardina

Executive Deputy Secretary of State

MiniCloset-5 Technical Specifications (MC5)



Metering Specifications

Metered Voltage:	120, 220, 240, 277, 347, 380, 480, 600 Delta or Wye, 50/60 Hz
Current Input:	0.1 Amp or 5 Amp inputs available
Field programmable:	(8) 3-phase meters, (12) network meters, or (24) single phase meters
Four quadrant Consumption & Demand for each of the 24 channels:	Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared hours & amp-squared hours
Programmable interval data & peak demand:	5 min to hourly window, block or rolling block demand 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, Industry Canada: MC#AE-1148	
UL, UL-C File E204142	
IEC Optical Communication Interface (Standard Feature)	

Additional Features

Pulse Datalogger Module (PDM-12):	Maximum 4 PDM-12 units per MC5 Up to 48 Form A dry contact pulse inputs for water, BTU, gas, other Power supplied by MC5 Pulses can be logged in programmable intervals and will count during power outage
PDM-12 Specifications:	Max. Distance: 300 feet from pulse meter to PDM (18 gauge min.) 300 feet of CAT5 cable (to connect all 4 PDMs to MC5) Min. Pulse Width: Power on: 50 msec, Power off: 500 msec When the MC5 loses power or is disconnected from the PDM, the PDM 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
Pulse Data Module Encoded (PDME):	Reads Sensus UI-1203 protocol-encoded register Maximum 4 PDME units per MC-5. (Up to 24 Sensus meters) (Contact manufacturer for specs.)
Demand Reset:	Allows local reset of peak demand register
Data Interrogation Options:	IQ Software MV-90 TIM module ASCII-based, open-data protocol Open-source data conversion program

Communications Options

Power Line Communications (standard feature)	Modbus RTU protocol (2-wire RS-485)
IEC optical probe	Network data link (4-wire RS-485)
19.2K internal modem	RS-232 serial port

Accuracy

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

Liquid Crystal Display

Push button scroll, 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

Memory

512 kbyte non-volatile flash memory retains daily and interval data
During power outage:
- Flash memory retains daily and interval data
- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incompleting interval at the time of the outage

Operating Range

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

Shipping Weight & Dimensions

2 enclosures (each): 13.5"H x 8.5"W x 4.5"D
Field mounting option: Top to bottom or side to side
Shipping weight: 1 meter assembly: 34 lbs

For installation diagrams visit
www.quadlogic.com

QUADLOGIC

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)
Modbus RTU protocol (2-wire RS-485)

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

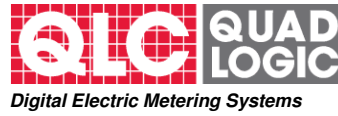
Memory

512 kbyte non-volatile flash memory retains daily and interval data
During power outage:
- Flash memory retains daily and interval data
- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incompleting interval at the time of the outage

Shipping Weight & Dimensions

	1 meter box	8 meter box
Flush Mount:	4.5 lbs	35 lbs
Surface Mount:	3.5 lbs	29 lbs
Flush Mount Dimensions:	3.625"H x 8"W x 3"D	Face Plate: 6.5"H x 11"W
Surface Mount Dimensions:	3.75" H x 8.25"W x 3"D	

QUADLOGIC CONTROLS CORPORATION
 33-00 NORTHERN BLVD.
 LONG ISLAND CITY, NEW YORK 11101



Invoice Number	Bill Date
123456789	11/1/13
Account #	Amount Due by 12/01/13
123	\$116.09
Security Code	Amount due after 12/01/13
123ABC	\$117.83
Building/Unit	Amount Paid
1A	

STATEMENT

JOHN DOE
83 COURT STREET
BINGHAMTON, NY 13901

LATE FEE OF 1.5% PER MONTH WILL BE APPLIED
 AFTER ABOVE DUE DATE.

Make Payments To:
 STELLAR 83 COURT LLC
 [address for remittance to be determined]

Charges for	Account #	Security Code	Service Address			
JOHN DOE	41984	123ABC	83 COURT STREET UNIT # 1A			
Utility	Meter #	PreviousRead	CurrentRead	Multiplier	Usage	
Electricity Service	81024784-3	8557.1	9079.8	1	522.7 - KWHU	ACTUAL

ALL CHARGES BILLED AT NYSEG SC-1 RESIDENTIAL RATE SCHEDULE.

Electric Charges:	Start Date	End Date	Service Days	
kWh Cost	11/5/2012	11/25/2012	21	\$91.37
Customer Charges	11/5/2012	11/25/2012	21	\$16.81
Fuel Adjust	11/5/2012	11/25/2012	21	\$3.50
Utility Tax	11/5/2012	11/25/2012	21	\$4.56
Sales Tax	11/5/2012	11/25/2012	21	\$4.98
Electric Charges Balance:				\$121.22
Current Invoice Total				\$121.22
Previous Balance				\$0.00
Late Fee				\$0.00
TOTAL				\$121.22

Questions regarding balance due or other payment issues please contact Management Team.

Questions regarding calculation of utility charges, please contact our Customer Service at 212-123.4567 or e-mail us at Sample@Courtstreet83.com

View Account Information Online:
 Go to: <http://www.Quadlogic.com>

You will need the security code at the top of your statement.

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [redacted], in Case [redacted]-Notice of Intent to Submeter Electricity at 83-87 Court Street, 15-17 Chenango Street, and 16 Commercial Alley, Binghamton, NY, 13901, Located in the Territory of New York State Electric & Gas Corporation (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The buildings at 83-87 Court Street, 15-17 Chenango Street, and 16 Commercial Alley, Binghamton, NY 13901, are submetered facilities. Stellar 83 Court LLC (the "Owner") is the owner of these buildings. The administration of submetering will be performed by an outside vendor as a third-party agent under contract with the Owner to invoice residents for their monthly utility usage. Residents will receive monthly bills from the Owner or its agent for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electric bill, please contact the Owner through the Management Office, [contact information to be determined]. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 3 Empire State Plaza, Albany, New York 12223, or via the Internet at www.dps.ny.gov.

The electric bills that you receive will show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility’s (New York State Electric & Gas Corporation) direct-metered residential rate. The Owner may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electric bills) pursuant to HEFPA.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

If you are having difficulty paying your electric bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. 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. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You

may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.

(b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled. To ensure that you receive all of the protections for which you are eligible, please contact the Owner and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-

Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

[To be determined]

ACCOUNT INFORMATION

(Be sure to complete before mailing)

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):

- 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 (optional) 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. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Designee Signature

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Owner or its agent (the “Owner”) shall process the master invoice received from the utility (e.g., New York State Electric & Gas Corporation) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. The due date for payment by each resident shall be thirty (30) days after the date of the mailing of the resident’s utility bill.

Step 3: Identify Past Due Accounts

After the due date of the submetered utility bill, the Owner will review and identify all past due utility accounts. The Owner may contact each resident with a past due utility account by phone, mail, or in-person to offer such resident the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such resident: *Deferred Billing Agreement Option Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner and the resident will be timely scheduled to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the resident’s financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or 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, the Owner 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 Owner expects that 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, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner 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, the Owner 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 the Owner can seek to terminate the resident's electricity. These actions include:

- The day after a Deferred Payment Agreement payment is due but not made, the Owner will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident has twenty (20) days from the date payment was due to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts the Owner within this time period regarding an inability to pay, the Owner 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.
 - If the resident is able to demonstrate a significant change in his/her financial status, the Owner will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, the Owner expects that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 - If the resident is unable to demonstrate a significant change in his/her financial status, the Owner should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Owner does not receive payment or enter into a Revised Deferred Payment Agreement, the Owner may send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*.

Step 7: Review for Special Procedures

On the same date that a *Final Termination Notice* is sent to a resident, the Owner 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 must be undertaken before the Owner can complete the HEFPA process and seek to terminate the resident's electricity service.

Step 8: Termination of Electricity Service

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Owner has taken the required steps if special protections are applicable, the Owner may terminate such resident's electricity service.

The Owner should advise residents that bills and notices can be prepared in both English and another language, if a resident desires.

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 to call the Management Office at [telephone number to be determined], for the purpose of discussing your potential 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 your signature and return to the Management Office at [mailing address to be determined], and 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:

B. Deferred Payment Agreement Appointment Letter

[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 \$ XX.XX.

We have scheduled your appointment at the Management Office for:

Date:

Time:

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

We have enclosed the following for your review:

- *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 reasonable proof of 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 must negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances.
- Your payment agreement may not require a deposit.

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

Resident's Name: _____

Monthly Income Calculation

Income Source:

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

Avg. Monthly Income: _____

Asset Calculation:

Asset Source:

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

Applicable Monthly Expense:

Rent	
Grocery Expense	
Basic Telephone Expense	
Medical Expenses	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses	
Total Expenses:	

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

Down payment may be required

Monthly Payment	_____
Number of Payments	_____
Total Amount Due	_____

Resident Signature: _____

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

C. DEFERRED PAYMENT AGREEMENT

Resident: _____
Address: _____
Account No.: _____

The total amount owed to Stellar 83 Court LLC (the “Owner”) on this account as of MM/DD/YYYY is \$XX.XX.

Subject to 16 NYCRR § 11.10 (a-b) of the Home Energy Fair Practices Act (“HEFPA”), the Owner 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 a down payment of \$XX.XX, by MM/DD/YYYY, you will be entering into a payment agreement and, by doing so, will avoid termination of electricity service.**

Assistance to pay utility bills may be available to 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, the Owner may terminate your electricity service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, the Owner may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Owner through the Management Office, [contact information to be determined].**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX (in addition to your current electricity charges).

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 this process.

Yes! I would like Budget Billing:

Acceptance of Residential Payment Agreement:

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

Return one copy of this agreement signed, along with the down payment of \$XX.XX, by MM/DD/YYYY to the Owner. If this is not done, your electricity service may be terminated.

Resident **Date**

Stellar 83 Court LLC **Date**

D. Past Due Reminder Notice

RESIDENT: _____
ADDRESS: _____
ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (“DPA”), 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 electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As a result, we are hereby notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due or a Final Termination Notice may be issued to terminate your electricity service.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Stellar 83 Court LLC (the “Owner”) through the Management Office, [contact information to be determined], because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

The total amount owed to the Owner for this account as of MM/DD/YYYY is: \$XX.XX.

**NOTIFICATION TO SOCIAL SERVICES OF
CUSTOMERS' INABILITY TO PAY**

[Mailing address to be determined]

Resident: _____

Address: _____

Account No.: _____

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

BUDGET BILLING PLAN

Resident: _____
Address: _____
Account No.: _____

As set forth below, Stellar 83 Court LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the “Plan”).

The 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**.

This 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 or the premises’ last 12 months of actual consumption.

The Plan shall be subject to regular review for conformity with actual billing. The Owner reserves the right to recalculate the 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 that amount. Your bill will 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 a Final Termination Notice pursuant to the Home Energy Fair Practices Act or other collection remedies.

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the 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 Owner 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 and agree to the terms of the Plan.

Acceptance of Agreement:

Resident **Date**

Stellar 83 Court LLC **Date**

Return one signed copy to the Owner through the Management Office by mail at [mailing address to be determined], by MM/DD/YYYY.

BUDGET BILLING PLAN

Page 2

HEFPA Quarterly Billing Agreement

Resident: _____
Address: _____
Account No.: _____

Under this plan, Stellar 83 Court LLC (the “Owner”) 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/YYYY and ending on MM/DD/YYYY, did not exceed \$150.

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

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

Yes! I would like Quarterly Billing.

Acceptance of Agreement:

Resident	Date
-----------------	-------------

Stellar 83 Court LLC	Date
-----------------------------	-------------

Return one signed copy to the Owner through the Management Office by mail at [mailing address to be determined], by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE

DATED: _____

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

Your account is now XX (XX) days overdue. Please make payment of \$XX.XX by MM/DD/YYYY or we shall institute termination of your electricity service.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact Stellar 83 Court LLC through the Management Office, [contact information to be determined]. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Stellar 83 Court LLC

FINAL TERMINATION NOTICE

DATED: _____

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

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

If you disagree with the amount owed, you may call or write Stellar 83 Court LLC (the “Owner”) through the Management Office, [**contact information to be determined**], or you may contact the Public Service Commission at (800) 342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO OUR ATTENTION WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the Owner. Further, please contact the Owner if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Stellar 83 Court LLC



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



Submetering Identification Form

Name of Entity:			Corporate Address:		
City:	State:	Zip:	Web Site:		
Phone:			Utility Account Number:		
Chief Executive:			Account Holder Name:		
Phone:			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name:			Name:		
Phone:			Phone:		
Fax:			Fax:		
E-mail:			E-mail:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:

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

Name of Property:			Address:		
City:	State:	Zip:			
Electric Heat? Y / N			Electric Hot Water? Y / N		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units		
Rent Stabilized	# Rent Controlled		# Rent-Regulated		# Market Rate
Rental: Y/N	Condo: Y/N		Co-Op: Y/N		
# Low Income	# Section 8	# Landlord Assist Program		# Other	
Submeter / Billing Agent:			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

Please return this form within 5 days to:

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

(Rev. 8/12/13)

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

Rider to Lease: Submetering

83-87 Court Street, Binghamton, New York 13901
15-17 Chenango Street, Binghamton, New York 13901
16 Commercial Alley, Binghamton, New York 13901

1. The Tenant acknowledges that while New York State Electric & Gas Corporation (NYSEG) or another local utility or energy services company will be the provider of electricity to this building (the Building) and that Owner will be paying the charges for such electricity directly to this entity (or its successor), the Tenant will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Tenant by Owner (or its agent) on a monthly basis. Tenant also acknowledges that, on [], in Case []–Notice of Intent to Submeter Electricity at 83-87 Court Street, 15-17 Chenango Street, and 16 Commercial Alley, Binghamton, NY, 13901, Located in the Territory of New York State Electric & Gas Corporation, the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building’s residential tenants. In the event of non-payment of electric charges, the Owner shall afford the Tenant all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.

2. The rate calculation to be used is the NYSEG Service Classification SC-1 for direct metered service. Specifically, the Tenant’s kilowatt hour (kWh) usage will be multiplied by the NYSEG Service Classification SC-1 tariffed rate for a billing period.

The NYSEG Service Classification SC-1 rate is a combination of various items, including, but not limited to:

Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current New York State (NYS) sales tax.

The following is an example of the formula that will be used to derive the Tenant’s electricity charges based on the current NYSEG Service Classification SC-1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

All NYSEG rates by classification are available on its website (www.nyseg.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading “P.S.C. No. 120 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Owner or its third-party electric billing company will read the meters and process a bill based on the Tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Tenant has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at [[contact information to be determined](#)]. The Owner shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. If the Tenant and the Owner cannot reach an equitable agreement and the Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the PSC through the Department of Public Service. Alternatively, the Tenant may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 3 Empire State Plaza, Albany, New York 12223, or via the Internet at www.dps.ny.gov.

4. The Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 3 Empire State Plaza, Albany, New York 12223, 800-342-3377, www.dps.ny.gov. The Tenant may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Tenant may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Tenant has difficulty paying the electric bill, you may contact the Owner by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Tenant can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
 - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Tenant and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Tenant is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Tenant may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Tenant also has certain additional rights assured by HEFPA.

12. Any submetering refunds will be credited to a submetered Tenant affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Tenant.
13. The Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. The Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by the Tenant or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Tenant or any other occupant for any loss, damage, cost, or expense that the Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Tenant's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner (or its agent) fails to deliver a bill to the Tenant for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Tenant, nor shall any such failure relieve or excuse the Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.

Tenant

Owner

Date

Date

Stellar 83 Court LLC

October 23, 2013

Via Electronic Mail

Mr. Mark Marini
Director of Regulatory Affairs
Rochester Gas & Electric Corporation
89 East Avenue
Rochester, NY 14649-0001

**Re: Notice of Intent to Submeter Electricity at 83-87 Court Street, 15-17
Chenango Street, and 16 Commercial Alley, Binghamton, NY, 13901,
Located in the Territory of New York State Electric & Gas Corporation**

Dear Mr. Marini:

Please be advised that on October 23, 2013, Stellar 83 Court 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 New York State Electric & Gas Corporation.

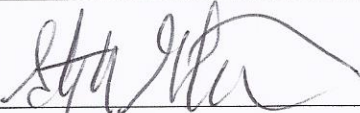
Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

Stellar 83 Court LLC

By: Stellar 60-01 LLC, Sole Member

By: 
Signature

Stephen Gladstone, Managing Member

cc: John T McManus, Esq. (*via electronic mail*)
Ronald Foster, New York State Electric & Gas Corporation (*via electronic mail*)

ENERGY SAVING IDEAS

Conserve Energy. Save Money. Protect the Environment.

What can you do to lower your electric bill? Quadlogic 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 light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- ❖ 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.
- ❖ Replace ordinary switches with motion sensors. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically so you don't light an unoccupied room.

APPLIANCES

- ❖ Choose Energy Star appliances, which use considerably less energy than other appliances.
- ❖ 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.

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, up to 90% or more.
- ❖ 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%.

AVERAGE ANNUAL ENERGY CONSUMPTION			
Equipment	Conventional Products	Energy Saving Products	Potential Energy Savings
Desktop PC's	500 kWh	250 kWh	50%
Fax Machines	300 kWh	135 kWh	55%
Laser Printers	750 kWh	270 kWh	65%
Copier (Medium)	1200 kWh	535 kWh	55%
Copier (Large)	2800 kWh	1200 kWh	55%

You may find "Energy Star" appliances at your local retail stores.

USEFUL LINKS

- www.sears.com
- www.circuitcity.com
- www.bestbuy.com
- www.perichard.com
- www.allcityappliance.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 costing you more money.

* Sources: Con Edison, LIPA, Orange and Rockland, NYSERDA, Niagra Mohawk, Southern California Edison.



Air Conditioning & Heating



GMH95 & GCH95

MULTI-POSITION, TWO-STAGE, MULTI-SPEED GAS FURNACES

UP TO 96% AFUE

Standard Features

- Dual-diameter tubular heat exchanger
- Two-stage gas valve convertible technology allows installer to activate the two-stage valve with the flip of a dipswitch
- 110V Silicon Nitride igniter designed for long igniter life
- Furnace control board with self-diagnostics, color-coded low-voltage terminals, and provisions for electronic air cleaner and 24-volt humidifiers
- Control board stores the last five diagnostic codes in memory; simple push-button activation outputs the fault history to a flashing red LED
- Low constant fan allows homeowner to activate the low heat speed to efficiently circulate air throughout the home
- Self-adjusting feature automatically adjusts to high- or low-stage operation based on outside temperature without an outdoor temperature sensor
- Dual-certified for sealed combustion direct vent (2-pipe) or non-direct vent (1-pipe) applications
- All models comply with California NOx emissions standards

Cabinet Features

- Fully insulated, heavy-gauge steel cabinet with durable baked-enamel finish
- Foil-faced insulation lines the heat exchanger
- Designed for multi-position installation:
GMH95: upflow, horizontal left or right;
GCH95/GCH9: downflow, horizontal left or right
- Easy-to-install top venting is standard; alternate flue/vent located on the right (GMH95)
- Airtight solid bottom for side-return applications and easy-cut tabs for effortless removal in bottom air inlet applications
- Convenient left or right connection for gas and electric service
- Coil and furnace fit flush for most installations

Contents

Nomenclature	2
Product Specifications	3
Dimensions	5
Airflow Data	7
Wiring Diagrams	9
Accessories	11



* Complete warranty details available from your local dealer or at www.goodmanmfg.com. To receive the Lifetime Heat Exchanger Limited Warranty (good for as long as you own your home), 10-Year Unit Replacement Limited Warranty and 10-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Québec.

NOMENCLATURE

	G	M	H	95	045	4	B	X	A	
	1	2	3	4,5	6,7,8	9	10	11	12	
Brand	G Goodman® Brand or Distinctions™								Revisions	A Initial Release B 1st Revision C 2nd Revision
Airflow Direction	C Downflow/Horizontal D Dedicated Downflow H High Airflow K Dedicated Upflow M Upflow/Horizontal								NOx	N Natural Gas X Low NOx
Description	V Two-Stage/Variable-speed H Two-Stage/Multi-speed S Single-Stage/Multi-speed E Two-Stage/EEM Motor								Cabinet Width	A 14" B 17½" C 21" D 24½"
AFUE	95 95% 9 93%+ 8 80%								Maximum CFM @ 0.5" ESP	3 1200 4 1600 5 2000
									MBTU/h	045: 45,000 070: 70,000 090: 90,000 115: 115,000 140: 140,000



SPECIFICATIONS FOR GMH95



	GMH95 0453BXA	GMH95 0703BXA	GMH95 0704CXA	GMH95 0904CXA	GMH95 0905CXA	GMH95 1155DXA
HEATING CAPACITY						
Input ¹	46,000	69,000	69,000	92,000	92,000	115,000
Natural Gas Output ¹	44,200	66,300	66,300	88,400	88,400	110,500
LP Gas Output ¹	39,800	59,700	59,700	79,600	79,600	99,500
AFUE ²	96.1	96.1	96.1	96.1	96.1	96.1
Available AC @ 0.5" ESP	3	3	4	4	5	5
Temperature Rise Range (°F)	35 - 65	30 - 60	35 - 65	30 - 60	30 - 60	35 - 65
CIRCULATOR BLOWER						
Size (D x W)	10" x 8"	10" x 8"	10" x 10"	10" x 10"	11" x 10"	11" x 10"
Horsepower @ 1075 RPM	⅓	⅓	½	½	¾	¾
Speed	4	4	4	4	4	4
Vent Diameter ³	2"	2"	2"	2"	3"	3"
No. of Burners	2	3	3	4	4	5
FILTER SIZE (IN²)						
Permanent ⁴	290	288	385	385	480	480
Disposable	580	580	770	770	960	960
ELECTRICAL DATA						
Min. Circuit Ampacity ⁵	9.4	9.4	13.8	13.8	13.2	13.2
Max. Overcurrent Device (amps) ⁶	15	15	15	15	15	15
SHIP WEIGHT (LBS)						
	120	123	125	144	146	163

¹ Natural Gas BTU/h. For altitudes above 2,000', reduce input rating 4% for each 1,000' above sea level.

² DOE AFUE based upon Isolated Combustion System (ICS)

³ Installer must supply one or two PVC pipes: one for combustion air (optional) and one for the flue outlet (required). Vent pipe must be either 2" or 3" in diameter, depending upon furnace input, number of elbows, length of run and installation (1 or 2 pipes). The optional Combustion Air Pipe is dependent on installation/code requirements and must be 2" or 3" diameter PVC.

⁴ Minimum Circuit Ampacity = (1.25 x Circulator Blower Amps) + ID Blower amps. Wire size should be determined in accordance with National Electrical Codes. Extensive wire runs will require larger wire sizes.

⁵ Maximum Overcurrent Protection Device refers to maximum recommended fuse or circuit breaker size. May use fuses or HACR-type circuit breakers of the same size as noted.

NOTES

- All furnaces are manufactured for use on 115 VAC, 60 Hz, single-phase electrical supply.
- Gas Service Connection ½" FPT
- Important: Size fuses and wires properly and make electrical connections in accordance with the National Electrical Code and/or all existing local codes.

SPECIFICATIONS FOR GCH95



	GCH95 0453BX	GCH95 0703BX	GCH95 0704CX	GCH95 0904CX	GCH95 0905DX	GCH93 1155DX
HEATING CAPACITY						
Input ¹	46,000	69,000	69,000	92,000	92,000	115,000
Natural Gas Output ¹	44,200	66,300	66,300	88,400	88,400	106,500
LP Gas Output ¹	39,800	59,700	59,700	79,600	79,600	96,255
AFUE ²	96.1	96.1	96.1	96.1	96.1	93.0
Available AC @ 0.5" ESP	3	3	4	4	5	5
Temperature Rise Range (°F)	25-55	35-65	25-55	40 - 70	35-65	40 - 70
CIRCULATOR BLOWER						
Size (D x W)	10" x 8"	10" x 8"	10" x 10"	10" x 10"	11" x 10"	11" x 10"
Horsepower @ 1075 RPM	½	½	½	½	¾	¾
Speed	4	4	4	4	4	4
Vent Diameter ³	2"	2"	2"	2"	2"	2"
No. of Burners	2	3	3	4	4	5
Disposable Filter Size (in ²)	576	564	564	752	752	940
ELECTRICAL DATA						
Min. Circuit Ampacity ⁴	9.8	9.8	12.9	12.9	13.4	13.2
Max. Overcurrent Device (amps) ⁵	15	15	15	15	15	15
SHIP WEIGHT (LBS)						
	120	123	123	144	146	160

¹ Natural Gas BTU/h. For altitudes above 2,000', reduce input rating 4% for each 1,000' above sea level.

² DOE AFUE based upon Isolated Combustion System (ICS)

³ Installer must supply one or two PVC pipes: one for combustion air (optional) and one for the flue outlet (required). Vent pipe must be either 2" or 3" in diameter, depending upon furnace input, number of elbows, length of run and installation (1 or 2 pipes). The optional Combustion Air Pipe is dependent on installation/code requirements and must be 2" or 3" diameter PVC.

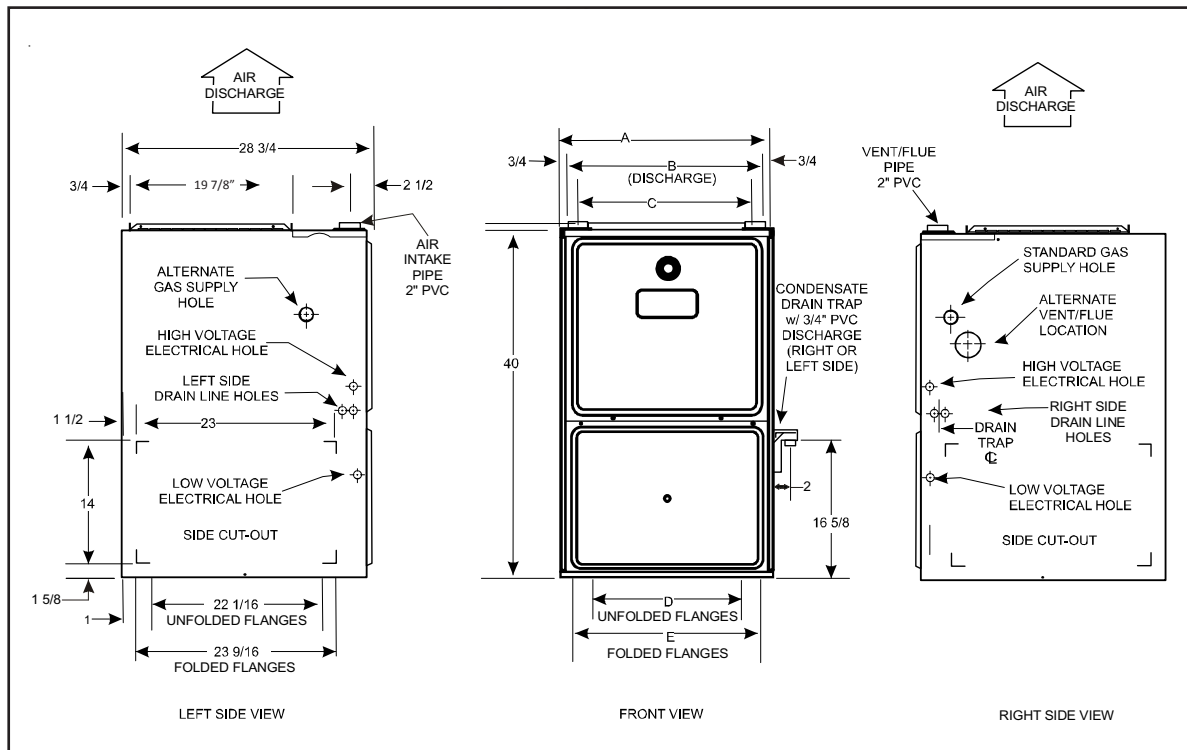
⁴ Minimum Circuit Ampacity = (1.25 x Circulator Blower Amps) + ID Blower amps. Wire size should be determined in accordance with National Electrical Codes. Extensive wire runs will require larger wire sizes.

⁵ Maximum Overcurrent Protection Device refers to maximum recommended fuse or circuit breaker size. May use fuses or HACR-type circuit breakers of the same size as noted.

NOTES

- All furnaces are manufactured for use on 115 VAC, 60 Hz, single-phase electrical supply.
- Gas Service Connection ½" FPT
- Important: Size fuses and wires properly and make electrical connections in accordance with the National Electrical Code and/or all existing local codes.

GMH95 DIMENSIONS



MODEL	A	B	C	D	E
GMH950453BXA	17½"	16"	13⅝"	12⅝"	13⅝"
GMH950703BXA	17½"	16"	13⅝"	12⅝"	13⅝"
GMH950704CXA	21"	19½"	16⅝"	16"	17½"
GMH950904CXA	21"	19½"	16⅝"	16"	17½"
GMH950905CXA	21"	19½"	20⅝"	19⅝"	20⅝"
GMH951155DXA	24½"	23"	20⅝"	19⅝"	20⅝"

NOTES:

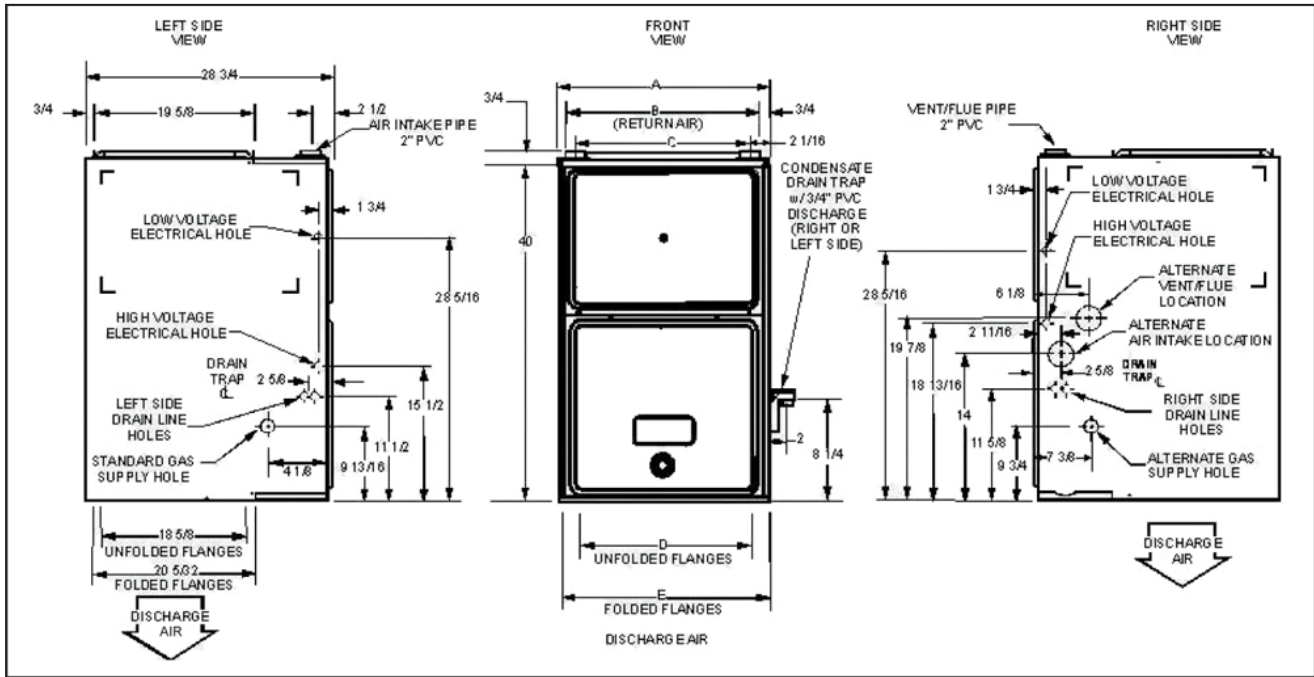
- Installer must supply one or two PVC pipes: one for combustion air (optional) and one for the flue outlet (required). Vent pipe must be either 2" or 3" in diameter, depending upon furnace input, number of elbows, length of run, and installation (1 or 2 pipes). The optional combustion air pipe is dependent on installation/code requirements and must be 2" or 3" diameter PVC.
- Line voltage wiring can enter through the right or left side of furnace. Low-voltage wiring can enter through the right or left side of furnace.
- Conversion kits for high-altitude natural gas operation are available. Contact your Goodman distributor or dealer for details.
- Installer must supply the following gas line fittings, according to which entrance is used:
 Left: One 90° street elbow; one 2½" pipe nipple; one 90° elbow; straight pipe; one ground joint union
 Right: Straight pipe to reach gas valve
- Installations using a bottom return: Failure to unfold duct flanges will reduce airflow area by approximately 18%. This could result in performance and noise issues.

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

POSITION	SIDES	REAR	FRONT	BOTTOM	FLUE	TOP
Upflow	0"	0"	1"	C	0"	1"
Horizontal	6"	0"	1"	C	0"	4"

- C = If placed on combustible floor, the floor MUST be wood ONLY.
- For servicing or cleaning, a 24" front clearance is recommended.
- Unit connections (electrical, flue, and drain) may necessitate greater clearances than the minimum clearances listed above.
- **In all cases, accessibility clearance must take precedence over clearances from the enclosure where accessibility clearances are greater.**
- Approved for line contact in the horizontal position

GCH95 DIMENSIONS



MODEL	A	B	C	D	E
GCH950453BX	17½"	16"	12¾"	14½"	16"
GCH950703BX	17½"	16"	12¾"	14½"	16"
GCH950704CX	21"	19½"	16¾"	18"	19½"
GCH950904CX	21"	19½"	16¾"	18"	19½"
GCH950905DX	24½"	23"	20¾"	21½"	23"
GCH91155DX	24½"	23"	20¾"	21½"	23"

NOTES:

- Installer must supply one or two PVC pipes: one for combustion air (optional) and one for the flue outlet (required). Vent pipe must be either 2" or 3" in diameter, depending upon furnace input, number of elbows, length of run, and installation (1 or 2 pipes). The optional combustion air pipe is dependent on installation/code requirements and must be 2" or 3" diameter PVC.
- Line voltage wiring can enter through the right or left side of furnace.
- Conversion kits for high-altitude natural gas operation are available. Contact your Goodman distributor or dealer for details.
- Installer must supply the following gas line fittings, according to which entrance is used:
 Left: One 90° street elbow; one 2½" pipe nipple; one 90° elbow; straight pipe; one ground joint union
 Right: Straight pipe to reach gas valve
- Installations using a bottom return: Failure to unfold duct flanges will reduce airflow area by approximately 18%. This could result in performance and noise issues.

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

POSITION	SIDES	REAR	FRONT	BOTTOM	FLUE	TOP
Downflow	0"	0"	1"	NC	0"	1"
Horizontal	6"	0"	1"	C	0"	4"

C = Combustible: If placed on combustible floor, the floor MUST be wood ONLY.

NC = Non-Combustible: A combustible floor sub-base must be used for installation on combustible flooring

NOTES:

- For servicing or cleaning, a 24" front clearance is recommended.
- Unit connections (electrical, flue and drain) may necessitate greater clearances than the minimum clearances listed below.
- In all cases, accessibility clearance must take precedence over clearances from the enclosure where accessibility clearances are greater.



Air Conditioning & Heating

INDOOR COILS

CAUF, CAPE, CAPT, CHPF, AND CSCF

CASED, PAINTED UPFLOW/DOWNFLOW, UNCASED UPFLOW/ DOWNFLOW, HORIZONTAL "A", AND HORIZONTAL SLAB INDOOR COILS



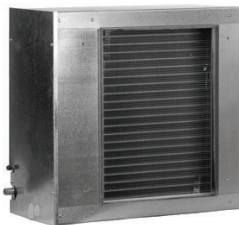
CAUF
Uncased



CAPE
Cased



CHPF
Horizontal "A"



CSCF
Horizontal Slab



CAPT
Cased with Internal TXV

Standard Features

- Piston models suitable for use with R-410A and R-22 refrigerants
- Mold-resistant thermoplastic drain pans feature a low water-retention design
- Check flowrate expansion device for heat pump or cooling-only applications
- Riffled aluminum tubing and louvered aluminum fin coils
- Factory-installed TXV in high-efficiency coils for use with R-410A refrigerant
- AHRI Certified; ETL Listed

Cased Coil Cabinet Features

- Galvanized-steel cabinet with leather-grain finish
- Foil-face insulation
- Architectural Gray paint finish on cased coils
- Split-seam front for easy access
- 17½", 21", and 24½" CHPF coils have one 3½" adapter plate
- 17½", 21", and 24½" CAPE coils have two 1¾" adapter plates

Note: Do not use these coils on oil furnaces or any applications where the temperature on the drain pan may exceed 300°F. If these coils are applied with an oil furnace or another application where high temperatures threaten or jeopardize the durability of the drain pan, you must replace the factory-installed drain pan with a high-temperature drain pan. High-temperature drain pan kits are available as field-installed accessories.



* Complete warranty details available from your local dealer or at www.goodmanmfg.com. To receive the 10-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Québec.



NOMENCLATURE

	C	A	U	F	1824	A	6	AA	
	1	2	3	4	5,6,7,8	9	10	11,12	
Product Category	C Indoor Coil								Engineering Major/Minor Revisions
Application	A Upflow/Downflow Coil H Horizontal A Coil S Horizontal Slab Coil							Refrigerant 6 R-22 or R-410A 2 R-22 4 R-410A	
Cabinet Finish	U Uncased P Painted C Unpainted							Nominal Width for Gas Furnace A Fits 14" Furnace Cabinet B Fits 17½" Furnace Cabinet C Fits 21" Furnace Cabinet D Fits 24½" Furnace Cabinet N Does Not Apply (horizontal slab coil)	
Expansion Device	F Flowrator T TXV							Nominal Capacity Range @ 13 SEER 1824 1½ to 2 Tons 3030 2½ Tons 3642 3 to 3½ Tons	

CAPF — CASED UPFLOW/DOWNFLOW INDOOR COILS



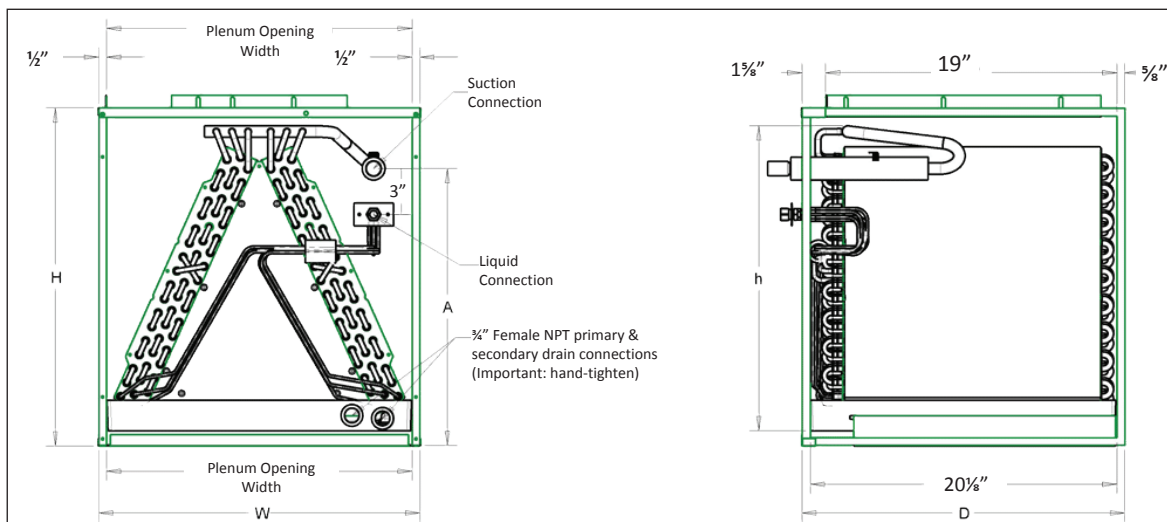
SPECIFICATIONS

MODEL	CABINET DIMENSIONS			NOMINAL TONS	CONNECTION		PISTON SIZE*	SHIP WEIGHT (LBS)
	W	D	H		LIQUID	SUCTION		
CAPF1824A6	14"	21"	18"	1½-2	¾"	¾"	.059	32
CAPF1824B6	17½"	21"	18"	1½-2	¾"	¾"	.059	35
CAPF1824C6	21"	21"	22"	1½-2	¾"	¾"	.059	42
CAPF3030A6	14"	21"	22"	2½	¾"	¾"	.065	41
CAPF3030B6	17½"	21"	22"	2½	¾"	¾"	.065	43
CAPF3030C6	21"	21"	22"	2½	¾"	¾"	.065	44
CAPF3030D6	24½"	21"	22"	2½	¾"	¾"	.065	52
CAPF3131B6	17½"	21"	22"	2½	¾"	¾"	.068	46
CAPF3131C6	21"	21"	22"	2½	¾"	¾"	.068	50
CAPF3636A6	14"	21"	22"	3	¾"	¾"	.071	40
CAPF3636B6	17½"	21"	22"	3	¾"	¾"	.071	44
CAPF3636C6	21"	21"	22"	3	¾"	¾"	.071	53
CAPF3636D6	24½"	21"	22"	3	¾"	¾"	.071	51
CAPF3642C6	21"	21"	22"	3-3½	¾"	¾"	.078	49
CAPF3642D6	24½"	21"	22"	3-3½	¾"	¾"	.078	52
CAPF3743C6	21"	21"	30"	3-3½	¾"	7/8"	.078	63
CAPF3743D6	24½"	21"	30"	3-3½	¾"	7/8"	.078	75
CAPF4860C6	21"	21"	30"	4-5	¾"	7/8"	.093	65
CAPF4860D6	24½"	21"	30"	4-5	¾"	7/8"	.093	68
CAPF4961C6	21"	21"	30"	4-5	¾"	7/8"	.093	73
CAPF4961D6	24½"	21"	30"	4-5	¾"	7/8"	.093	76

* Shipped with Coil

Note: For a properly matched system and piston sizing information, refer to Goodman piston kit chart of the corresponding Goodman® outdoor unit.

DIMENSIONS



CHPF — CASED HORIZONTAL “A” INDOOR COIL



SPECIFICATIONS

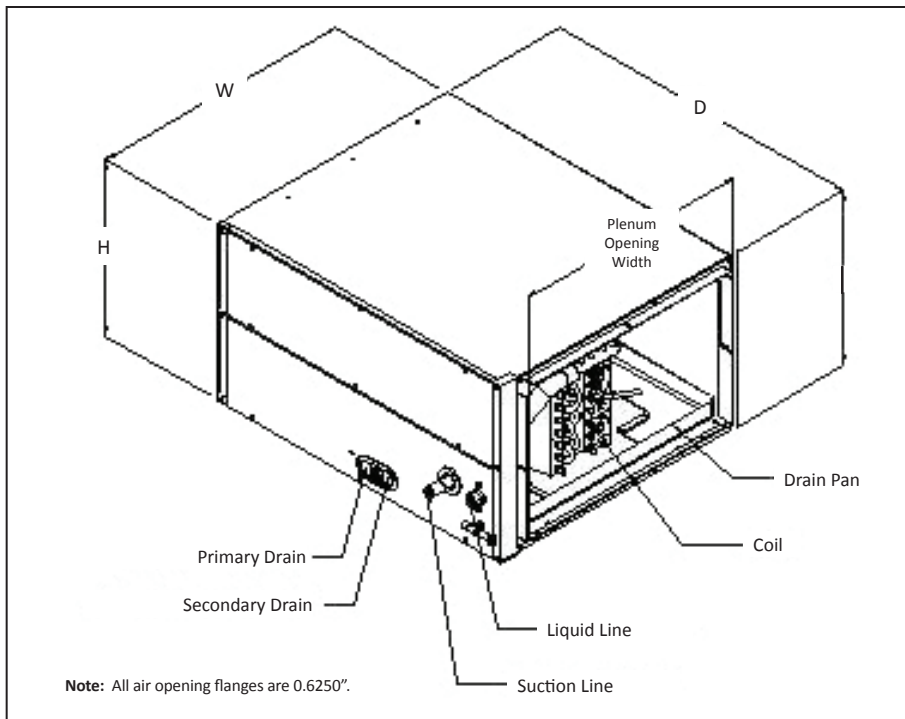
MODEL	CABINET DIMENSIONS			PLENUM		NOMINAL TONS	EVAP COIL FACE AREA ¹	COIL DIMENSIONS		CONNECTION		PISTON SIZE ²	SHIP WEIGHT (LBS)
	W	D	H	W	H			W	H	LIQUID	SUCTION		
CHPF1824A6	21 $\frac{1}{8}$ "	26"	14"	19"	13"	1 $\frac{1}{2}$ -2	3 $\frac{1}{2}$	20 $\frac{1}{4}$ "	12"	$\frac{3}{8}$ "	$\frac{3}{4}$ "	.059	36
CHPF2430B6	21 $\frac{1}{8}$ "	26"	17 $\frac{1}{2}$ "	19"	16 $\frac{1}{2}$ "	2-2 $\frac{1}{2}$	4 $\frac{1}{2}$	20 $\frac{1}{4}$ "	16"	$\frac{3}{8}$ "	$\frac{3}{4}$ "	.065	55
CHPF3636B6	21 $\frac{1}{8}$ "	26"	17 $\frac{1}{2}$ "	19"	16 $\frac{1}{2}$ "	3	4 $\frac{1}{2}$	19 $\frac{1}{2}$ "	16"	$\frac{3}{8}$ "	$\frac{3}{4}$ "	.074	50
CHPF3642C6	21 $\frac{1}{8}$ "	26"	21"	19"	20"	3-3 $\frac{1}{2}$	4 $\frac{1}{2}$	19 $\frac{1}{2}$ "	16"	$\frac{3}{8}$ "	$\frac{3}{4}$ "	.076	63
CHPF3642D6	21 $\frac{1}{8}$ "	26"	24 $\frac{1}{2}$ "	19"	23 $\frac{1}{2}$ "	3-3 $\frac{1}{2}$	6	19 $\frac{1}{2}$ "	22"	$\frac{3}{8}$ "	$\frac{7}{8}$ "	.078	66
CHPF3743C6	21 $\frac{1}{8}$ "	26"	21"	19"	20"	3-3 $\frac{1}{2}$	4 $\frac{1}{2}$	19 $\frac{1}{2}$ "	16"	$\frac{3}{8}$ "	$\frac{7}{8}$ "	.076	63
CHPF3743D6	21 $\frac{1}{8}$ "	26"	24 $\frac{1}{2}$ "	19"	23 $\frac{1}{2}$ "	3-3 $\frac{1}{2}$	6	19 $\frac{1}{2}$ "	22"	$\frac{3}{8}$ "	$\frac{7}{8}$ "	.078	63
CHPF4860D6	21 $\frac{1}{8}$ "	26"	24 $\frac{1}{2}$ "	19"	23 $\frac{1}{2}$ "	4-5	6	19 $\frac{1}{2}$ "	22"	$\frac{3}{8}$ "	$\frac{7}{8}$ "	.093	77

¹ (ft²)

² Shipped with Coil

Note: For a properly matched system and piston sizing information, refer to Goodman piston kit chart of the corresponding Goodman® outdoor unit.

DIMENSIONS



MUA-1 Court Street

REBEL ROOFTOP PACKAGED SYSTEM UNIT TECHNICAL DATA

RTU-1

Job Name: Woodcock
Date:
Submitted By: Kenneth D Light
Software Version: 02.31

Unit Description:

Model Number: DPS003A

Unit Dimensions & Weights:

Unit Length: 83.0 in
Unit Height: 40.8 in
Unit Width: 87.0 in
Unit Weight: 1319 lb
Corner Weight L1: 208 lb
Corner Weight L2: 236 lb
Corner Weight L3: 465 lb
Corner Weight L4: 410 lb

Unit Construction:

Exterior: Painted Galvanized Steel
Insulation and Liners: 1" Injected Foam, R-7, Galvanized Steel Liner
Approval Listing: cETLus
Return Air Opening Location: None
Supply Air Opening Location: Bottom
Parts Warranty: Standard One Year
Compressor Warranty: Standard One Year

Unit Electrical Data:

Unit Voltage: 460/60/3
MCA: 9.8 A
MROPD: 15 A
Field Connection: Non-Fused Disconnect Switch
SCCR: 5 kAIC

Please verify voltage

Unit Control Data:

Control System: Microtech III
Application: Variable Air Volume, Single Zone
Smoke Detectors: None
Economizer Control: 100% Outside Air

Return/Outside/Exhaust Air

Outside Air Option:
Type: 100% Outside Air
Exhaust Air Option:
Type: None

Filter Section:

Type: Combo 2"/4" rack with 2" Merv 7
Face Area: 7.1 ft²
Face Velocity: 140.8 ft/min
Filter Qty/Size: 4 / 16 x 16 x 2

Indoor Coil Section:

Coil:
Coil Type: Copper tube/Aluminum Fin

Unit Tag: RTU-1

REBEL ROOFTOP PACKAGED SYSTEM UNIT TECHNICAL DATA

Fins Per Inch:	16
Rows:	3
Face Area:	3.5 ft ²
Face Velocity:	285.7 ft/min
Performance:	
Total Capacity:	36286 Btu/hr
Sensible Capacity:	26880 Btu/hr
Entering Air Temperature:	80.0 °F / 67.0 °F
Leaving Air Temperature:	55.4 °F / 55.4 °F
Ambient Air Temperature:	95.0 °F
Drain Pan:	
Material:	Stainless Steel
Options:	
Coil Protection:	None

Fan Section:

Fan:	
Type:	SWSI AF
Fan Wheel Diameter:	16 in
Performance:	
Air Flow:	1000 CFM
Total Static Pressure:	0.81 inH ₂ O
Fan Speed:	1117 RPM
Brake Horsepower:	0.25 HP
Altitude:	0 ft
Motor:	
Horsepower:	4.0 HP
Type:	ECM Motor
Efficiency:	Premium
Full Load Current:	4.0 A
Drives:	
Type:	Direct Drive

Gas Heat Section:

Coil:	
Size:	160 MBH
Performance:	
Capacity:	128000 Btu/hr
Entering Air Temperature:	0.0 °F
Leaving Air Temperature:	100.0 °F
Control:	
Modulation:	Modulating 5:1 Turndown
Gas Pressure Minimum:	7 inH ₂ O
Gas Pressure Maximum:	14 inH ₂ O
Heat Exchanger:	
Material:	Stainless Steel
Warranty:	
Heat Exchanger:	Standard One Year

Air Cooled Condensing Section:

Compressor:	
Quantity:	1
Type:	Inverter Scroll
Full Load Current:	
Compressor 1:	3.5 A
Compressor Power (Total):	2.0 kW
Capacity Control:	Modulating Control with Inverter Compressors
Refrigerant Type:	R410A
Isolation:	Rubber in Shear

REBEL ROOFTOP PACKAGED SYSTEM UNIT TECHNICAL DATA

Condenser Coil:	
Type:	Aluminum Microchannel
Fins Per Inch:	19
Fin Material:	Aluminum
Condenser Fan Motors:	
Type:	ECM Motor
Number of Motors:	1
Control:	Head Pressure Control
Full Load Current (each):	0.4 A
AHRI 360 Certified Data at AHRI 360 Standard Conditions:	
Net Capacity:	35500 Btu/hr
EER:	13.2
SEER:	16.5
Options:	
Compressor Ambient Control:	0 °F
Condenser Coil Protection:	None

Internal Pressure Drop Calculation

	Supply
External Static Pressure:	0.50 inH ₂ O
Outside Air:	0.04 inH ₂ O
Filter:	0.03 inH ₂ O
Cooling Coil:	0.15 inH ₂ O
Gas Heat:	0.08 inH ₂ O
Total Static Pressure:	0.8 inH₂O

Supply Fan Sound

Frequency (Hz):	<u>63</u>	<u>125</u>	<u>250</u>	<u>500</u>	<u>1000</u>	<u>2000</u>	<u>4000</u>	<u>8000</u>
Inlet Sound Power:	69	67	75	70	72	66	61	55
Outlet Sound Power:	69	70	78	75	78	72	69	63

Radiated Sound

Frequency (Hz):	<u>63</u>	<u>125</u>	<u>250</u>	<u>500</u>	<u>1000</u>	<u>2000</u>	<u>4000</u>	<u>8000</u>
Radiated Sound Power:	82	82	78	75	73	68	61	54

Notes:

As a standalone component, unit meets or exceeds the requirements of ASHRAE 90.1.2010. The approving authority is responsible for compliance of multi-component building systems.

Rebel Rooftop Unit Certified Drawing

DAIKIN McQUAY®

McQuay International certifies that its equipment will conform to this drawing and McQuay's published specifications, subject to its published warranty. Purchaser must determine that the equipment is fit and sufficient for the job specifications. No change to this drawing may be made unless approved in writing by McQuay. www.DaikinMcQuay.com © 2013 McQuay International

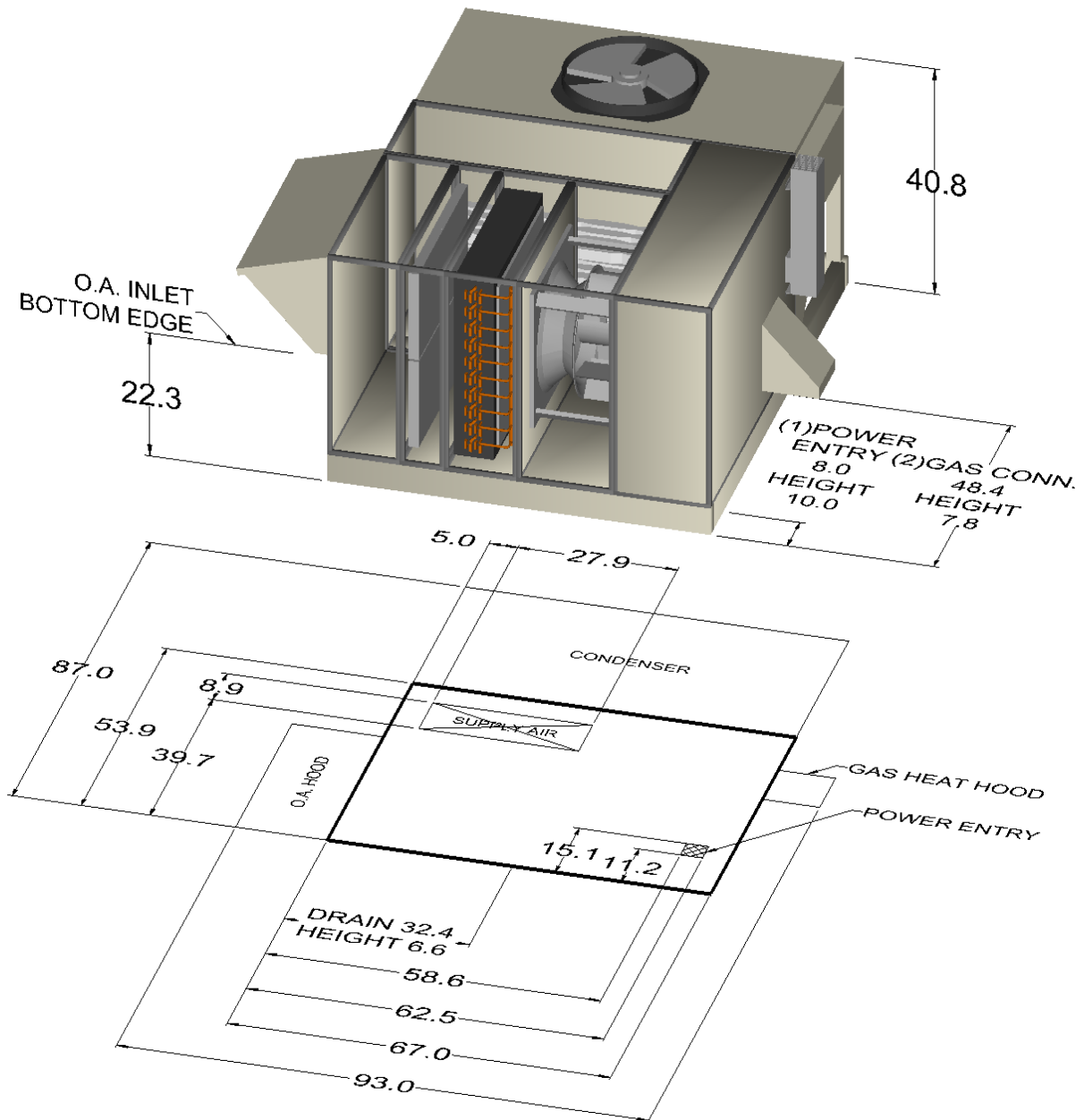
Model: **DPS003A**

Date: **6/21/2013**

Unit Tag: **MUA-1**

Units: **in**

Sheet: **1** of **3**



Notes:

- (1) Recommended location for optional field cut side power connection.
- (2) Horizontal gas connection only. Gas pipe routing within the roofcurb is not available.

Unit Service Clearance Area

DAIKIN McQUAY®

McQuay International certifies that its equipment will conform to this drawing and McQuay's published specifications, subject to its published warranty. Purchaser must determine that the equipment is fit and sufficient for the job specifications. No change to this drawing may be made unless approved in writing by McQuay. www.DaikinMcQuay.com © 2013 McQuay International

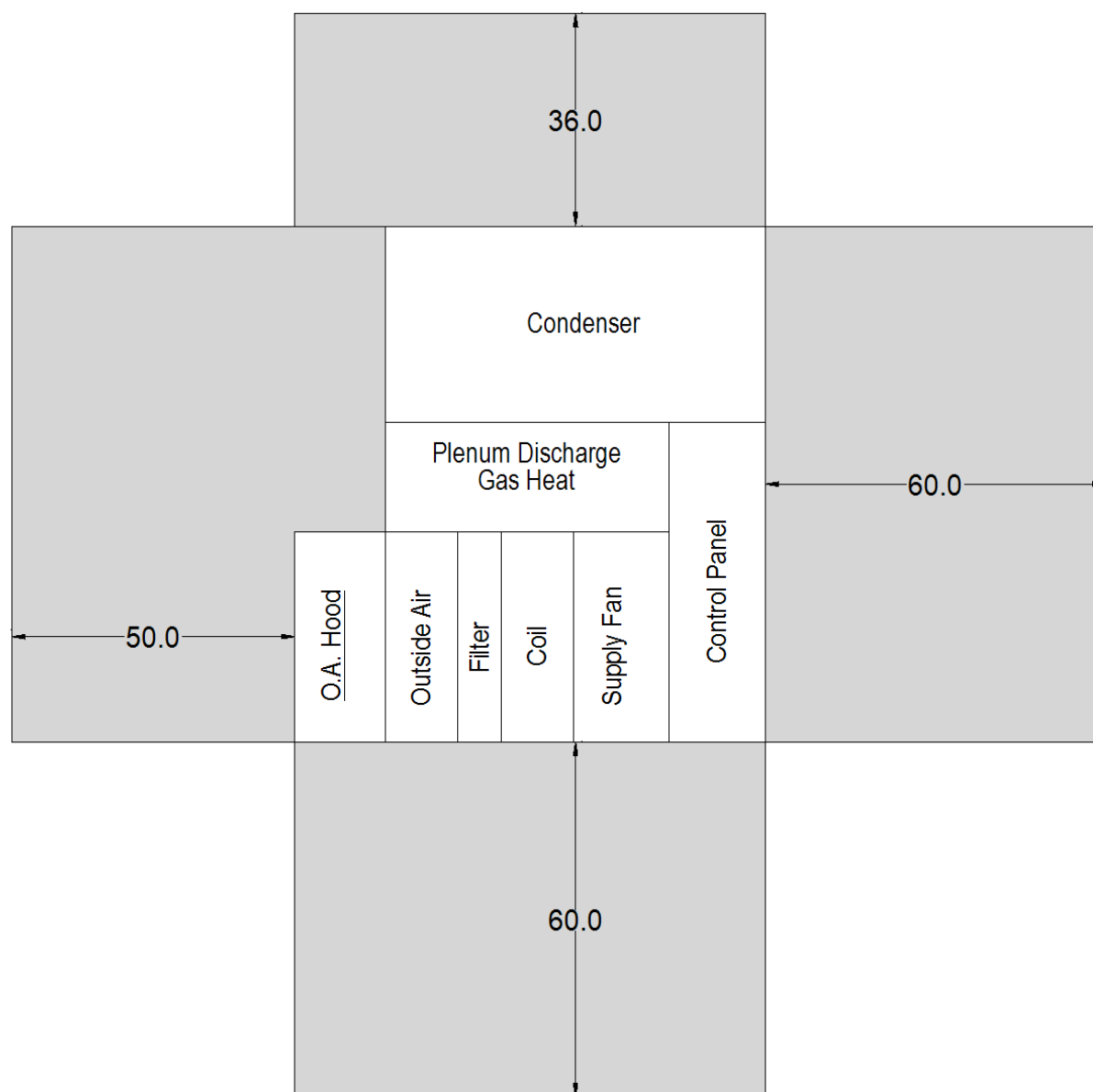
Model: **DPS003A**

Date: **6/21/2013**

Unit Tag: **MUA-1**

Units: **in**

Sheet: **2** of **3**



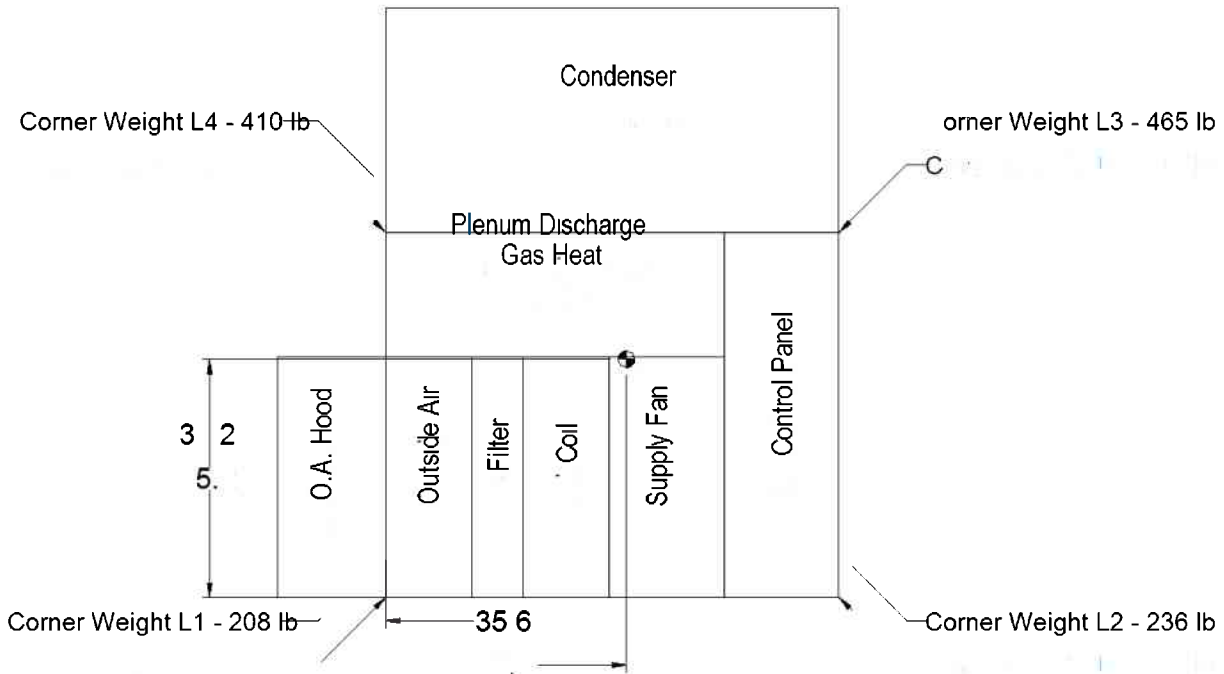
equipment is fit and sufficient for the job specifications. No change to this drawing may be made unless approved in writing by McQuay www.DaikinMcQuay.com © 2013 McQuay International

Date: **6/21/2013**

Unit Tag | **MUA-1**

Units in

Sheet: **3** of **3**



Notes

- (1) Center of Gravity Height = 20.2
- (2) Total Weight = 1319 lb

DAIKIN McQUAY®

Rebel™ Rooftop Roofcurb Certified Drawing

McQuay International certifies that its equipment will conform to this drawing and McQuay's published specifications, subject to its published warranty. Purchaser must determine that the equipment is fit and sufficient for the job specifications. No change to this drawing may be made unless approved in writing by McQuay. www.DaikinMcQuay.com © 2012 McQuay International

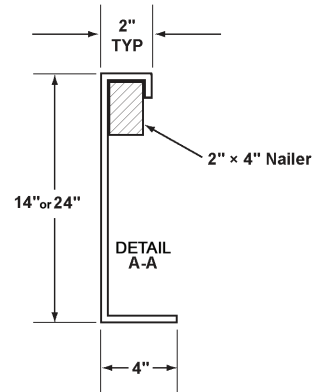
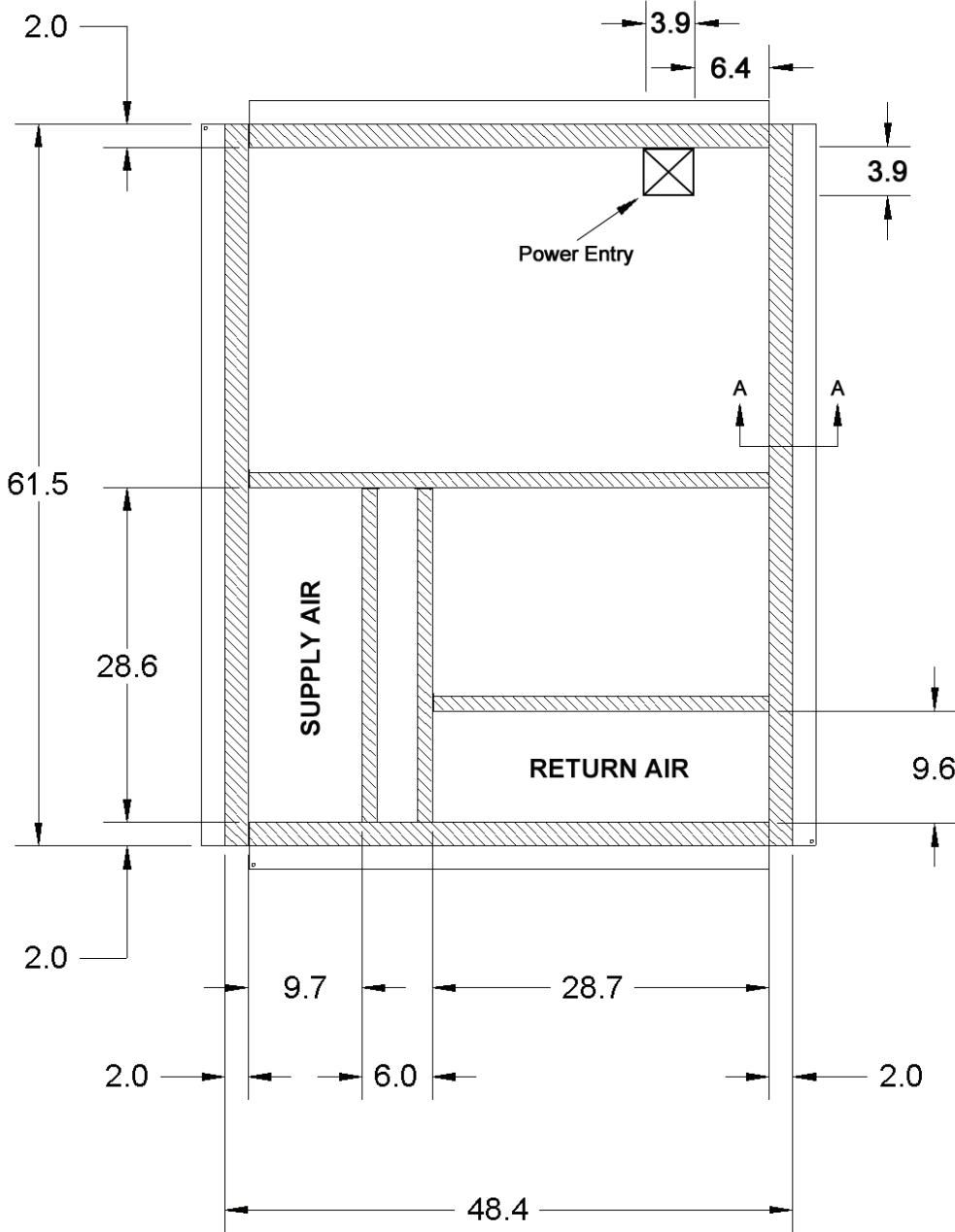
Model: 006

Date: 6/21/2013

Unit Tag: MUA-1

Units:

Sheet: ___ of ___

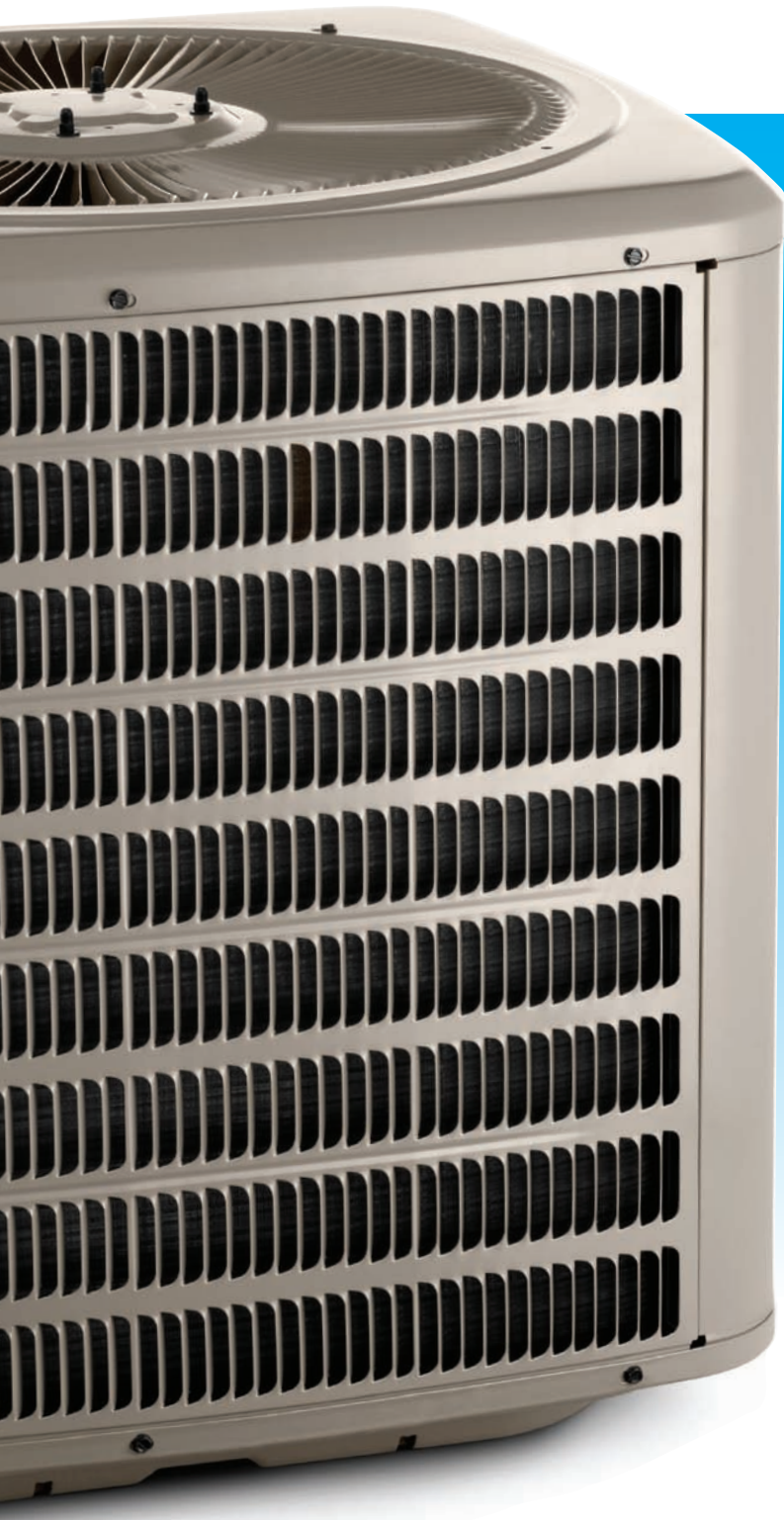


Tag: ACCU-1,2



GMC[®]

Air Conditioning & Heating



VSX13 –13 SEER ENERGY-EFFICIENT AIR CONDITIONERS



A GREAT COMBINATION
TO IMPROVE THE COMFORT
OF YOUR HOME!

- > DEPENDABLE
- > RELIABLE
- > ECONOMICAL



BUILT WITH GMC QUALITY

Every single GMC® brand air conditioning system is designed, engineered, and manufactured with pride. All employees follow strict, quality-driven processes to ensure that each GMC brand product offers outstanding, economical performance.



FEATURES AND BENEFITS:

GMC VSX13 – 13 SEER AIR CONDITIONER

- Energy-efficient compressor
- High-efficiency condenser coil made of aluminum fins and refrigeration-grade copper tubing
- An in-line filter dryer for longer system life
- Louvered cabinet made of heavy-gauge galvanized steel protects the coil while its appliance-quality post-paint finish resists the effects of weather and time
- 10-Year Parts Limited Warranty*



* Complete warranty details available from your local dealer or at www.goodmanmfg.com/GMC. To receive the 10-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Quebec.





VSX13

SPLIT SYSTEM AIR CONDITIONER

13 SEER

1½ TO 5 TONS

COOLING CAPACITY: 18,000 - 60,000 BTU/H

Standard Features

- Energy-efficient compressor
- Quiet condenser fan system
- Factory-installed liquid line filter drier
- Copper tube/aluminum fin coil
- R-410A refrigerant-charged for 15' of refrigerant lines
- Brass liquid and suction service valves with sweat connections
- Ground lug connection
- AHRI Certified; ETL Listed

Cabinet Features

- Sound control top designed for quiet operation
- Steel louver coil guard
- Heavy-gauge galvanized-steel cabinet
- Attractive Bahama Beige powder-paint finish with 500-hour salt-spray approval
- When properly anchored, meets the 2001 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



Contents

Nomenclature	2
Product Specifications	3
Expanded Cooling Data	4
AHRI Ratings	20
Dimensions	28
Wiring Diagram.....	29
Accessories	31



* Complete warranty details available from your local dealer or at www.goodmanmfg.com/gmc.

NOMENCLATURE

	V	S	X	13	036	1	A	A	
	1	2	3	4,5	6,7,8	9	10	11	
Brand	V GMC Product Family						Engineering * Minor Revision		
Product Category	S Split System						Engineering * Major Revision		
Unit Type	C Condenser R-22 X Condenser R-410A H Heat Pump R-22 Z Heat Pump R-410A						* Neither used for order entry or inventory management.		
Efficiency	13 13 SEER 14 14 SEER						Electrical		
							1 208/230 V, 1 Phase, 60 Hz 2 220/240 V, 1 Phase, 50 Hz 3 208/230 V, 3 Phase, 60 Hz 4 460 V, 3 Phase, 60 Hz 5 380/415 V, 3 Phase, 50 Hz		
							Nominal Capacity		
							018 1½ Tons 042 3½ Tons 024 2 Tons 048 4 Tons 030 2½ Tons 060 5 Tons 036 3 Tons		

SPECIFICATIONS

ACCU-1 / ACCU-2

	VSX13 0181D*	VSX13 0181E*	VSX13 0241D*	VSX13 0301D*	VSX13 0361D*	VSX13 0421B*	VSX13 0481B*	VSX13 0601B*
CAPACITIES								
Nominal Cooling (BTU/h)	18,000	18,000	24,000	30,000	36,000	42,000	48,000	60,000
SEER / EER	13 / 11	13 / 11	13 / 11	13 / 11	13 / 11	13 / 11	13 / 11	13 / 11
Decibels	74	75	75	75	78	75	76	77
COMPRESSOR								
RLA	6.7	6.7	13.5	12.8	14.1	17.9	19.9	25.0
LRA	41	41	58.3	64	77	112	109	134
CONDENSER FAN MOTOR								
Horsepower	1/8	1/8	1/8	1/8	1/4	1/4	1/4	1/4
FLA	0.7	0.7	0.7	0.7	1.1	1.5	1.5	1.5
REFRIGERATION SYSTEM								
Refrigerant Line Size ¹								
Liquid Line Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Line Size ("O.D.)	3/4"	3/4"	3/4"	3/4"	7/8"	1 1/8"	1 1/8"	1 1/8"
Refrigerant Connection Size								
Liquid Valve Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Valve Size ("O.D.) ^{4 5}	3/4"	3/4"	3/4"	3/4"	3/4" ⁴	7/8" ⁵	7/8" ⁵	7/8" ⁵
Valve Type	Sweat	Sweat	Sweat	Sweat	Sweat	Sweat	Sweat	Sweat
Refrigerant Charge (oz.)	70	73	76	76	83	121	104	122
Shipped with Orifice Size	0.051	0.051	0.057	0.061	0.067	0.076	0.080	0.086
ELECTRICAL DATA								
Voltage / Hz	208/230-60/1		208/230-60/1		208/230-60/1		208/230-60/1	
Minimum Circuit Ampacity ²	9.1	9.1	17.6	16.7	19.1	23.9	26.3	32.8
Maximum Overcurrent Protection ³	15 amps	15 amps	30 amps	25 amps	30 amps	40 amps	45 amps	50 amps
Minimum / Maximum Voltage	197/253	197/253	197/253	197/253	197/253	197/253	197/253	197/253
Electrical Conduit Trade Size	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"
SHIP WEIGHT (LBS)	120	120	130	130	140	194	195	200

¹ Line sizes denoted for 25' line sets, tested and rated in accordance with AHRI Standard 210/240. For other line-set lengths or sizes, refer to the installation & Operating instructions and/or the long line-set guidelines.

² Wire size should be determined in accordance with National Electrical Codes; extensive wire runs will require larger wire sizes

³ Must use time-delay fuses or HACR-type circuit breakers of the same size as noted.

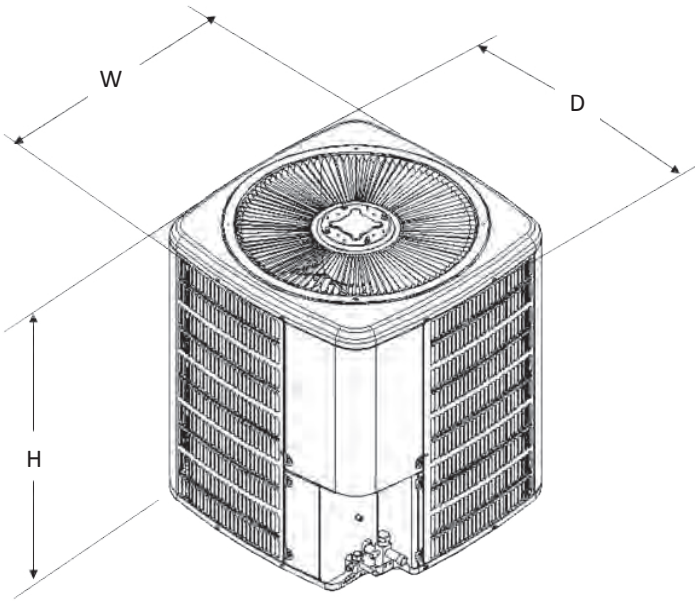
⁴ Installer will need to supply 3/4" to 7/8" adapters for suction line connections.

⁵ Installer will need to supply 7/8" to 1 1/8" adapters for suction line connections.

NOTES

- Always check the S&R plate for electrical data on the unit being installed.
- Unit is charged with refrigerant for 15' of 3/8" liquid line. System charge must be adjusted per Installation Instructions Final Charge Procedure.

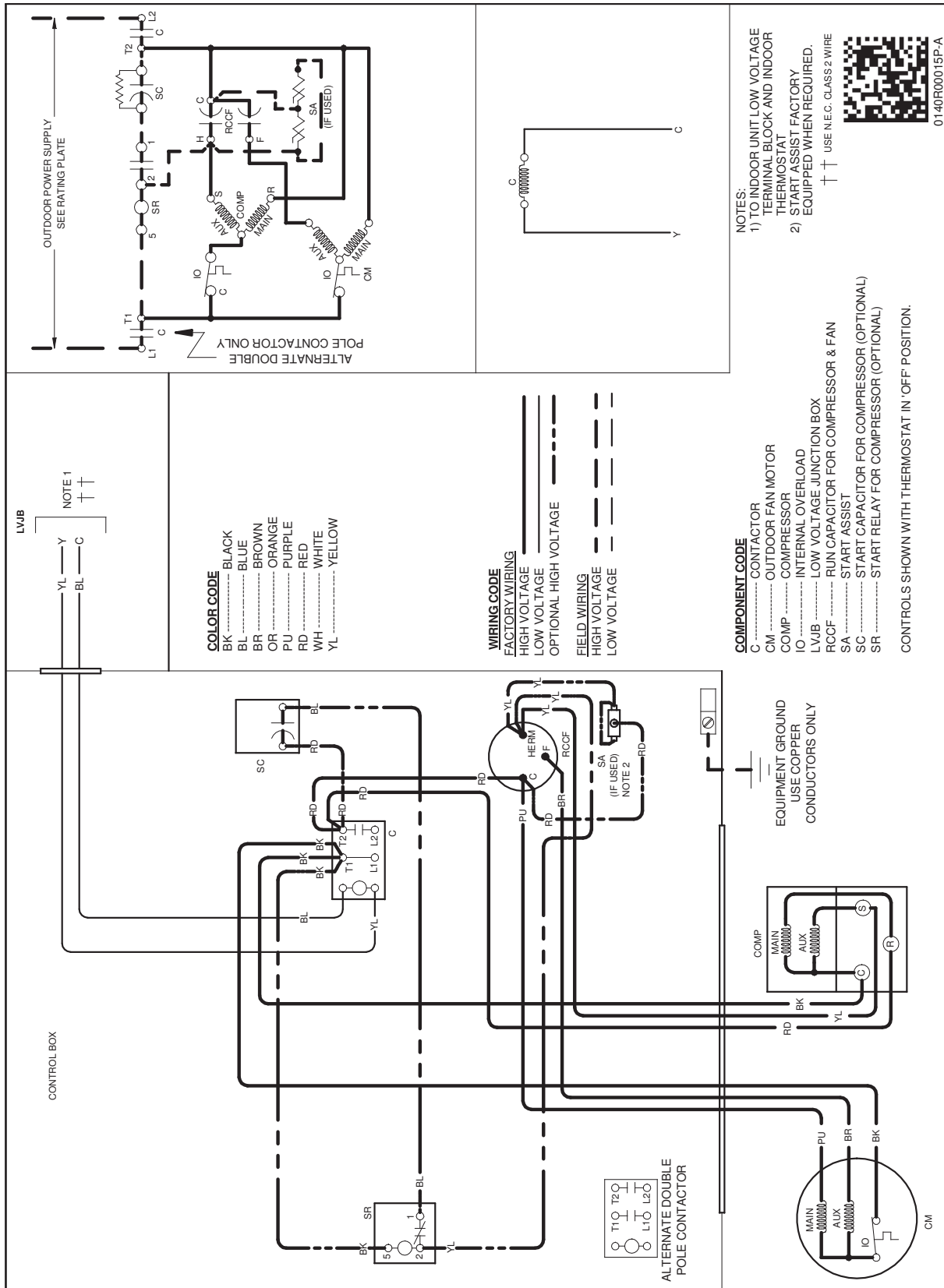
DIMENSIONS



MODEL	DIMENSIONS		
	W"	D"	H"
VSX130181D*	23	23	23%
VSX130181E*	23	23	25%
VSX130241D*	23	23	25%
VSX130301D*	23	23	25%
VSX130361D*	23	23	30%
VSX130421B*	29	29	36%
VSX130481B*	29	29	36%
VSX130601B*	29	29	40



WIRING DIAGRAM — VSX130(18-60)1B

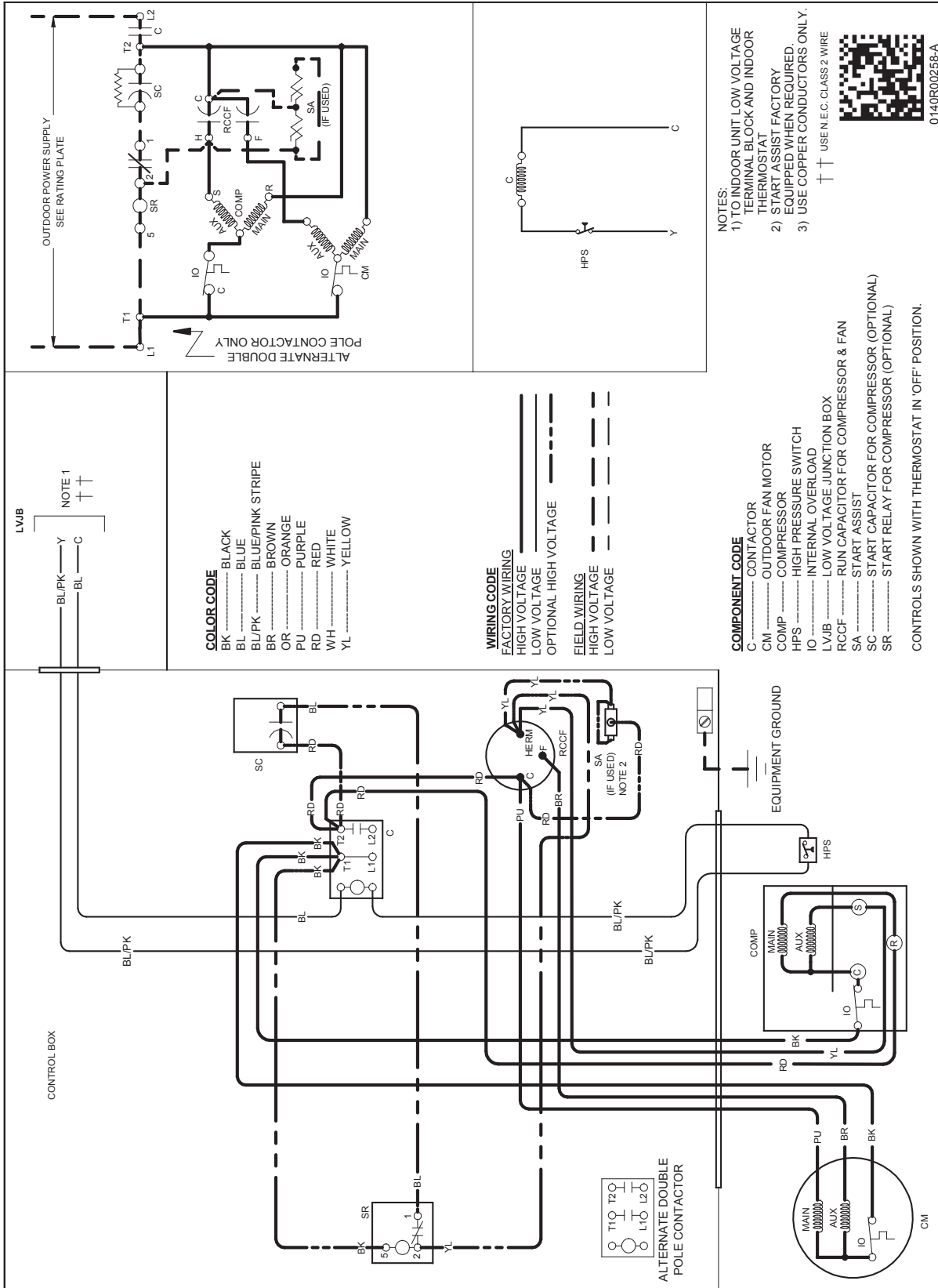


WARNING

High Voltage: Disconnect all power before servicing or installing this unit. Multiple power sources may be present. Failure to do so may cause property damage, personal injury, or death.

Wiring is subject to change. Always refer to the wiring diagram or the unit for the most up-to-date wiring.

WIRING DIAGRAM — VSX130181E



WARNING

⚡

High Voltage: Disconnect all power before servicing or installing this unit. Multiple power sources may be present. Failure to do so may cause property damage, personal injury, or death.

Wiring is subject to change. Always refer to the wiring diagram or the unit for the most up-to-date wiring.

ACCESSORIES

MODEL #	DESCRIPTION	VSX13 0181D*	VSX13 018E*	VSX13 0241D*	VSX13 0301D*	VSX13 0361D*	VSX13 042B*	VSX13 048B*	VSX13 060B*
ABK-20	Anchor Bracket Kit *		X				X	X	X
ABK-21	Anchor Bracket Kit *	X		X	X	X			
ASC-01	Anti-Short Cycle Kit	X	X	X	X	X	X	X	X
CSR-U-1	Hard-start Kit		X	X	X	X			
CSR-U-2	Hard-start Kit	X					X	X	X
CSR-U-3	Hard-start Kit							X	X
FSK01A ¹	Freeze Protection Kit	X	X	X	X	X	X	X	X
LAKT01	Low-Ambient Kit	X	X	X	X	X	X	X	X
LSK02A ²	Liquid Line Solenoid Kit	X	X	X	X	X	X	X	X
TX2N4 ²	TXV Kit	X	X						
TX2N4A ²	TXV Kit	X	X	X		X			
TX3N4 ²	TXV Kit				X				
TX5N4 ²	TXV Kit						X	X	X

* Contains 20 brackets; four brackets needed to anchor unit to pad

¹ Installed on indoor coil

² Field-installed, non-bleed, expansion valve kit — Condensing units and heat pumps with reciprocating compressors require the use of start-assist components when used in conjunction with an indoor coil using a non-bleed thermal expansion valve refrigerant metering device or liquid line solenoid kit. The TXV should always be sized based on the tonnage of the outdoor unit.