

Method of Service

Name:	Julianna Kat
Company/Organization:	Conservice, LLC
Mailing Address:	9950 Scripps Lake Drive #104, San Diego , CA 92122
Company/Organization you represent, if different from above:	255 Huguenot Owner LLC
E-Mail Address:	jkat@conservice.com
Case/Matter Number:	

Request Type

- New Petition/Application - I am filing a new petition/application which requires action by the Commission.
- Service List request – I request to be on the service list for the matter/case.
- Other – Type of request _____

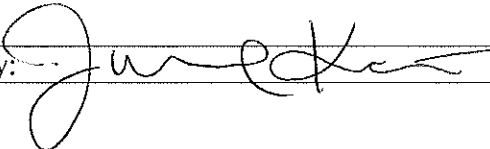
Service Information (Select one option below)

- Electronic Service and Waiver – Consent in Case/Matter Identified Above
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in the above Case. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail and will receive all orders by electronic means in the above Case. This consent remains in effect until revoked.
- Electronic Service and Waiver – Global Consent in All Cases/Matters
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in all Cases where it participates. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail, and will receive all orders by electronic means in all Cases where I participate. This consent remains in effect until revoked.
Note: Due to the design of our system, this consent attaches to the individual named here and not to the party that may be represented by that individual. Therefore, individuals who represent multiple parties should be aware that a global consent will affect all matters in which they appear on behalf of any party.
- I do **not** consent to receive orders electronically

E-Mail Preference (Select one option below) – For Case specific request

E-Mail notifications include a link to filed and issued documents.

- Notify me of Commission Issued Documents in this case/matter.
- Notify me of Both Commission Issued Documents and Filings in this case/matter
- Do not send me any notifications of filed or issued documents

Submitted by: 	Date: 2/2/2017
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January 23, 2017

VIA ELECTRONIC MAIL

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

RE: Case 16-E-____: Notice of Intent of 255 Huguenot Owner LLC to Submeter Electricity at 255 Huguenot St, New Rochelle, NY 10801, Located in the Territory of Consolidated Edison Company.

Dear Secretary Burgess:

On behalf of 255 Huguenot Owner LLC, attached for filing is its Notice of Intent to Submeter Electricity at 255 Huguenot St, New Rochelle, NY 10801.

If you have any questions about this filing, please contact me directly. Thank you for your attention in this matter.

Sincerely,

Julianna Kat
435-716-7374
jkat@conservice.com

Enclosures

STATE OF NEW YORK

PUBLIC SERVICE COMMISSION

Notice of Intent of 255 Huguenot Owner LLC to
Submeter Electricity at 255 Huguenot St, New
Rochelle, NY 10801, Located in the Territory of
Consolidated Edison Company, LLC

Case No. 16-E-_____

NOTICE OF INTENT TO SUBMETER ELECTRICITY

255 Huguenot Owner LLC (the "Applicant") owns the multi-unit residential premises located at 255 Huguenot St, New Rochelle, NY 10801 (the "Building"). Pursuant to 16 NYCRR § 96.3(a), the Applicant submits this Notice of Intent to Submeter Electricity (the "Notice") at the 412-unit residential rental apartments in this Building, which is located within the service territory of Consolidated Edison Company, LLC ("ConEd").

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

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

The Applicant intends to use 210T Indoor Single Family 120/208 4 wire submetering system in the Building. This system received Commission approval for use in residential submetering applications on 6/17/2015. The maintenance staff can turn off electric service to individual units.

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

The rate calculation to be used is the local rate for direct metered service. Specifically, a resident's kilowatt hour ("kWh") usage will be multiplied by SC-1 ConEd rate (or the then-current single family direct metered service at the time.)

All ConEd rates by classification are available on its website (www.coned.com) under Rates and Tariffs. 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 similarity-situated, direct-metered residential customers.¹

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each apartment.²

¹ See 16 NYCRR § 96.1(i).

² See 16 NYCRR § 96.1(j).

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

The Building’s HEFPA compliance plan is attached.³

D. Submetering Identification Form:

The Building’s completed Submetering Identification Form is attached.⁴

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

This provision is not applicable to the Building.

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

The Applicant, 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.⁵

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

A copy of the letter that was sent to ConEd by the Applicant is attached.⁶

H. Documentation regarding refrigerators in all rental dwelling units:

All refrigerators in the rental units are less than 10 years old.

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

The property recently installed ENERGY STAR rated refrigerators in all units, and will continue to update any appliances with ENERGY STAR rated appliances.

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.⁷

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

This provision is not applicable to the Building.

³ See Exhibit 1

⁴ See Exhibit 2

⁵ See Exhibit 3

⁶ See Exhibit 4

⁷ See Exhibit 5

L. Information if building is an electric heat property:

The Building is not an "electric heat" property.

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:

Not applicable.

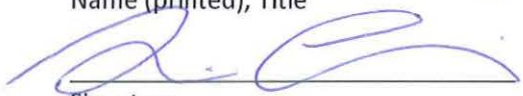
In sum, the Applicant's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Applicant respectfully requests that the Commission approve this Notice.

Thank you in advance for your attention in this matter. Please contact Julianna Kat at Conservice, (435) 716 -7374 or jkat@conservice.com with any questions about this Notice.

Sincerely,

255 Huguenot Owner LLC

By: David Curcio, Regional Portfolio Manager
Name (printed), Title


Signature

Bozento Management Company
Company Name

Enclosures

CC: Julianna Kat (*via email only*)

Exhibit 1

HEFPA Notification

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

As you are aware, as part of our utility conservation program you pay for the electricity used in your apartment unit via a submetered system. As a residential customer of electricity you have certain rights under the Home Energy Fair Practices Act (HEFPA). This notice describes those rights and provides additional information related to the submetered program.

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

Complaint process

If you have questions or concerns about your electric submetered bill or you believe your bill is inaccurate, please contact the management company at:

La Rochelle
255 Huguenot St
New Rochelle, NY 10801
1-844-647-0675

Please submit your complaint to the property manager in writing, via telephone, e-mail or in person. Please include the action or relief requested and the reason for the complaint about the submetered bill. We shall investigate and respond to the complaint in writing within fifteen (15) days of the receipt thereof. If you are dissatisfied with our response, you may request a review of the outcome by filing a written protest within fifteen (15) days from the date of the response. If we still cannot reach an equitable agreement within fifteen (15) days of this protest, you may contact the Department of Public Service, www.dps.state.ny.us, or if you are dissatisfied regarding management's response to their complaint. Alternatively, you may contact the Department of Public Service at any time concerning your submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.state.ny.us.

We shall afford you all notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such nonpayment, including termination of service is/are commenced. As a residential customer for electricity, you have consumer rights and protections available under the Home Energy Fair Practices Act ("HEFPA") and you may wish to refer to this act for further information about your rights via the department's website.

Consumer rights and protections are available to you under Home Energy Fair Practices Act. You may contact the Department of Public Service at any time if you are dissatisfied regarding management's response to your complaint:

PSC Helpline - toll free number: **1-800-342-3377**

Online: www.dps.state.ny.us or www.askPSC.com

Mailing address:

NYS Public Service Commission – office of Consumer Services
Three Empire State Plaza, Albany, NY 12223

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

NYS Public Service Commission – office of Consumer Services
Ellicott Square Building, Room 814, 295 Main Street, Buffalo, NY 14203

Termination or Disconnection of Service:

We may disconnect service under the following conditions if you:

- fail to pay charges for services rendered; or
- fail to pay amounts due under a deferred payment agreement;
- fail to pay a lawfully required deposit; and
- are sent a final disconnection notice no less than 15 days before the disconnection date shown on the notice.

A final disconnection notice shall clearly state or include:

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

Reconnecting service

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

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

Special Procedures:

Notify us if any of the below conditions exist, as they may provide you with rights not otherwise available.

- Medical Emergencies

We cannot disconnect or refuse to restore service when a medical emergency exists. You must provide a medical certificate from a doctor or local board of health.

- Life Support Systems

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

- Customers Who Are Elderly, Blind or Disabled

We cannot disconnect or refuse to restore service where a residential customer is

known to or identified to us to be elderly, blind, disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or blind or disabled, without complying with the procedures specified in HEFPA.

- Cold Weather Periods

We shall develop and maintain methods to identify all residential households in its buildings whose utility service is heat related.

During the period beginning November 1st of each year and ending April 15th of the following year, every submeterer shall observe, at a minimum, the procedures in HEFPA Section 11.5 (c) (2).

- Special Notification of Social Services

After we have sent a final notice of termination to a residential customer who it knows is receiving public assistance, supplemental security income benefits or additional State

payments pursuant to the Social Services Law, and for whom we have not received a guarantee of future payment from the local social services commissioner, we shall, not more than five days nor less than three days before the intended termination or disconnection, notify an

appropriate official of the local social services district that payment for submetered services has not been made.

Voluntary Third-Party Notice: We shall permit you 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. We 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. We shall promptly notify you of the refusal or cancellation of such authorization by the third party.

If you are interested in Voluntary Third-Party Notice notify us with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Deferred Payment Agreements: A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both of us. We must make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account.

You may contact us to discuss details if interested.

Budget or Levelized Payment Plans: We shall offer residential customers a voluntary budget billing or levelized payment plan for the payment of charges. The plan shall be designed

to reduce fluctuations in customers' bills due to seasonal patterns of consumption. The plan shall be based on your recent 12-month billing data and if not available then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises then the utility shall estimate consumption over the next 12-month period. Bills should clearly identify consumption and state the amounts that would be due without levelized or budget billing. In addition each plan shall provide that bills will be subject to regular review for conformity with actual billings.

You may contact us to discuss details if interested.

Quarterly Billing Plan: Public Service Law (not HEFPA) also allows us to offer residential customers who are 62 years of age or older, as an alternative to monthly billing, a plan for payment on a quarterly basis of charges for service rendered provided that such customer's average annual billing is not more than \$150.

You may contact us to discuss details if interested.

Deposits: We may require a deposit from you if for submetered if:

- You are a seasonal or a short-term customer.
- You accumulate two consecutive months of arrears without making reasonable payment. We shall provide you written notice, at least 20 days before it may assess a deposit.
- You have electric service terminated, disconnected or suspended for nonpayment during the preceding six months.
- We permit the customer to pay the deposit in installments over a period not to exceed 12 months.

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

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

Requirement:

- Deposits should be a reasonable amount not greater than twice the average monthly bill except in cases of electric space heating, where it may not exceed twice the estimated average monthly bill for the heating season.
- Interest must be paid on deposits at a rate prescribed annually by the Commission. Interest will be applied to the bill when the deposit was held for a period of one year. If the customer is not delinquent in payment of bills during the one year period, the deposit and the interest is refunded promptly.

Late Payment Charges: We may impose a one-time or continuing late payment charge, not in excess of 1 ½ percent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charge. Residential customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer's periodic receipt of income without such customers incurring late payment charges provided that the offer may prescribe a late payment charge where payment is not made within 20 days of the scheduled due date.

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to La Rochelle, 255 Huguenot St, New Rochelle, NY 10801 for this account as of MM/DD/YYYY is **\$XX.XX**.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from 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, **La Rochelle** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by MM/DD/YYYY, La Rochelle may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call La Rochelle, at 844-647-0675**

Payment of Outstanding Balance:

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

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

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by La Rochelle. If you and La Rochelle 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 to La Rochelle, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

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

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

6. Do you own your home or do you rent? _____

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

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

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

10. Identify all other monthly expenditures by amount:

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

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, La Rochelle agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

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

The Plan shall be subject to regular review for conformity with actual billings. La Rochelle reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

BUDGET BILLING PLAN

Page 2

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

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

Return one signed copy to La Rochelle by MM/DD/YYYY.

Quarterly BILLING PLAN

Customer Name: _____
Premise Address: _____
Account Number: _____

Under this plan, La Rochelle agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

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

Yes! I would like Quarterly Billing:

Return one completed copy to La Rochelle by MM/DD/YYYY.

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 1-844-647-0675 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling 1-844-647-0675.

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

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

La Rochelle
255 Huguenot St, New Rochelle, NY 10801
1-844-647-0675

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

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

FINAL TERMINATION NOTICE

DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

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

If you disagree with the amount owed, you may call or write La Rochelle at 255 Huguenot St, New Rochelle, NY 1080, 1-844-647-0675, or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 1-844-647-0675. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

La Rochelle
Credit and Collections

Exhibit 2

Submetering ID Form



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



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:			Service 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. 9/20/13)

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

Exhibit 3

Submetering Offering Plan

Submetering Offering Plan

1. You acknowledge that Consolidated Edison Company of New York (“Con Edison”), will be the provider of electricity to the building and that Owner will be paying the charges for such electricity directly to this entity (or its successor), You will be required to pay Owner for the use of electricity at the Building on the basis of a separate (submetered) charge that will be billed You by Owner (or its agent) on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (“HEFPA”) before any action(s) based on such non-payment, including termination of service, is commenced. **In the event that an owner is invoiced incorrectly, the property management will refund the unit owner affected by the submeterer actions that led to such refunds provided that the submeterer has such contact information for the residents.**

2. Method to be used to calculate rates to residents:

The rate calculation to be used is the local rate for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by SC-1 ConEd rate (or the then-current single family direct metered service at the time.)

All ConEd rates by classification are available on its website (www.coned.com) under Rates and Tariffs. 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 similarity-situated, direct-metered residential customers.

Conservice, LLC (“Conservice”), as the Building’s electric billing company will read the meters monthly and process a bill based on the actual consumption of each unit owner, The meter reading data and billing calculations will be documented and maintained for six (6) years, per the requirement set forth in 16 NYCRR §96.

3. When a unit owner has a question about an electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Unit owner should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. If the unit owner and the property manager cannot reach an equitable agreement and the unit owner continues to believe the complaint has not been adequately addressed, then the unit owner may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, unit owner 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 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

Electric bills from Conservice to unit owners will contain, among other things, opening and closing meter reads and dates, usage during a current period, a breakdown of dollar amounts

billed, sales tax, the total charge for the period, and the total amount due (see attached sample Conservelectric bill).

4. You 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 NYS Public Service Commission, 90 Church Street, New York, NY 1007, 212-417-2234, 800-342-3377, www.dps.ny.gov. You may contact the PSC at any time regarding submetering service.
5. You 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, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If You have difficulty paying the electric bill, You may contact the management company for the Building 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 You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If You have life support equipment and a medical certificate.
8. 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.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can 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, You also have certain additional rights assured by HEFPA.
12. You agree 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. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.

13. 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 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 You or any other 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 Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Shareholder. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Shareholder right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any failure relieve or excuse You from having to pay such bill, except as may otherwise be provided by applicable law.
15. You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a management company representative by phone or in writing and he/she will work with you.

Exhibit 4

Letter of Intent Sent to ConEd



December 16, 2016

Mr. David DeSanti
General Manager
Central Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

RE: Notice of Intent to Sub-meter Electricity at a Building Located at 255 Huguenot St., New Rochelle, NY, 10801

Dear Mr. DeSanti,

255 Huguenot St. submitted to the New York State Public Service Commission a notice of intent for an order to sub-meter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company, Inc.

Thank you.

Sincerely,
Bozzuto Management Company
As Agent for La Rochelle Apartments

Karyn L. Jordan, General Manager

Exhibit 5

Conservation Tips Provided to Residents

CONSERVATION TIPS & FACTS

BY **CONSERVICE**
The Utility **Experts**



a Playstation 3
uses

194

WATTS
within 4 hours

- Plug home electronics, such as TVs and DVD players, into power strips; turn the power strips off when the equipment is not in use- TVs and DVDs in standby mode still use several watts of power
- Look for the ENERGY STAR® label on light bulbs, home appliances, electronics, and other products.

42" FLAT SCREEN TVs

PLASMA

270

WATTS PER
8 HOURS

VS

LCD

176

WATTS PER
8 HOURS

- In the summer, run your ceiling fan counter-clockwise to force the colder air down and draw hot air up. In the winter, change your ceiling fan to run clockwise to pull cold air up and force hot air down.
- Use fans to cool your home instead of air conditioners. You can soak a thin t-shirt and attach it to the fan to allow the air to blow through the t-shirt to get cool.

- Unplug cell phone chargers, hair dryers, and curling irons when not in use.

unplugging unused
electronics can save you
as much as **10%**
on your
electricity bill

a LAPTOP uses

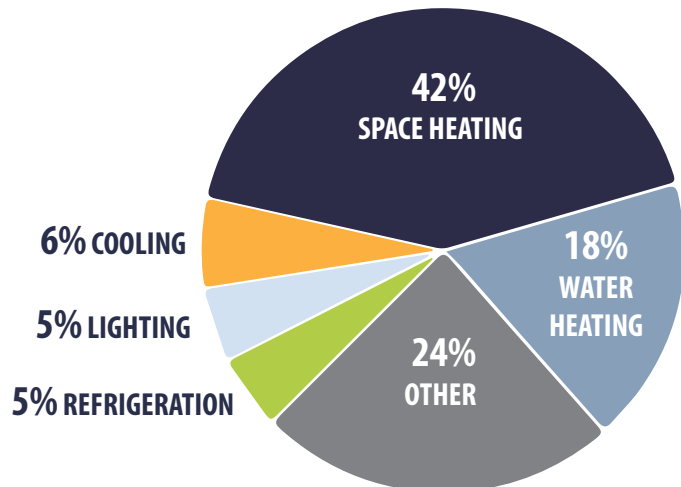
50 WATTS every
3 hours used

compared to
120 WATTS for a
desktop computer



- Turn printers off when not in use. Printers are typically left on for extended periods of time but are active only for only a small percentage of that time.
- Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%. Printers automatically power down to 15-45 watts, depending on the number of pages per minute produced, after specified periods of inactivity.

AVERAGE HOUSEHOLD ENERGY USAGE



When you
CONSERVE
you save.

sources:

<http://www.eia.gov/cneaf/electricity/esr/table5.html>

<http://energy.gov/articles/are-energy-vampires-sucking-you-dry>

U.S. Energy Information Administration, AEO2014 Early Release Overview