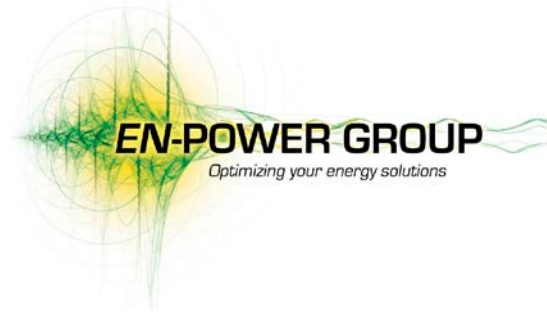


February 15, 2017



**VIA ELECTRONIC FILING**

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

Re: Notice of Intent of Seaview C Development, LLC to Submeter Electricity at  
155-175 Friendship Lane, Staten Island, NY 10314, Located in the Territory of  
Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

On behalf of Seaview C Development, LLC, attached please find a Notice of Intent to Submeter Electricity at 155-175 Friendship Lane, Staten Island, NY, 10314.

Seaview C Development, LLC has retained EN-POWER GROUP to support the implementation of the submeter system design, installation, and compliance with the New York State Public Service Commission's laws regarding Residential Submetering.

Thank you in advance for your attention to this matter. Please do not hesitate to contact me directly with any comments or questions regarding this Notice of Intent to Submeter Electricity.

Respectfully submitted,

Thomas H. Morrisson  
EN-POWER GROUP  
Phone: 914-263-1199 ext. 3  
Fax: 914-992-8048  
Email: [tmorrisson@en-powergroup.com](mailto:tmorrisson@en-powergroup.com)

**Notice of Intent of Seaview C Development, LLC  
To Submeter Electricity at 155-175 Friendship Lane, Staten Island, NY 10314,  
Located in the Territory of Consolidated Edison Company of New York, Inc.**

**NOTICE OF INTENT TO SUBMETER ELECTRICITY**

Seaview C Development, LLC (the “Applicant”), the developer of a new multi-unit residential building located at 155-175 Friendship Lane, Staten Island, New York (the “Building”), hereby requests authorization to submeter 161 residential rental apartment units to be located in the Building. The Applicant currently anticipates that the Building will be ready of occupancy in April, 2018. However, because the project is subsidized by the New York City Department of Housing Preservation and Development and the New York City Development Corporation, the units will be leased through the City housing lottery system, Housing Connect, and so the Applicant seeks the Commission’s approval prior to October 2017.

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

As set forth below, by Seaview C Development, LLC, the submetering plan meets all requirements of the Commission's Rules for submetering of direct metered or master-metered residential building in accordance with Part 96.2 Residential Submetering (Public Service Law, §§65, 66) owned by private or governmental entities and Seaview C Development, LLC, respectfully requests approval of its petition.

We submit the following as per Part 96.5 for this project:

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

The submetering system to be installed will be a Quadlogic system, featuring the MC-5N Mini Closet Multi-Point Meters, which will monitor the branch fed circuits to each residential unit. These meters, located in the main electric distribution closet, will be connected in series with RS485 networking cable to the Quadlogic ST-N5 (Scan Transponder-5). The Scan Transponders are central data collectors and provide remote communication; these devices will also be located in the main electric distribution room. The Scan Transponders allow for remote meter reading and monitoring of the metering system, providing accurate readings while also helping to provide early fault detection. These submeters have met the PSC standards for accuracy and meter testing requirements for residential submetering. This system was approved by the Commission for use in residential electric submetering applications.

Quadlogic's MC-5N measures usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include solid state memory and an easy to read alphanumeric LCD display. Data is stored locally on each meter and the usage data is retrieved remotely, through Quadlogic's IQ2 meter reading software. The submetering system meets ANSI C12.1 and C12.16 American National Standards Institute Code for Electricity Metering.

The submetering will have the capability to individually terminate electricity for any single unit.

[See Attachment 1 Description and Specifications of the Quadlogic Metering System]

**B. Method to be used to calculate rates and bills to individual residents:**

The monthly bills will be calculated based on the average electric rate to the building (as described in the subsequent paragraphs) and the units' actual consumption. The Applicant or its agent, will administer the monthly electric submetering bills. Each billing period, the Applicant or its billing agent will read the meters and process a bill based on the resident's actual consumption. Consistent with the Commission's rules and regulations, the meter reading data and billing calculations will be retained for a six-year period for each unit. A detailed description of the calculation methodology is described below:

The average rate calculation is derived by taking the total dollar cost charged to the building by Consolidated Edison (Con Edison) (and ESCO if applicable) and dividing it by the total electric usage (kWh) of the building for a specific period. The cost per kWh is then multiplied by the tenant's actual consumption plus sales tax to derive total electric cost.

**The average rate includes components, such as:**

**Basic 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 NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on Average rate and a monthly usage of 250 kWh:

Description	Sample Calculation	Total
Total Building's cost:	\$AAA.AA	
<i>Con Edison (and ESCO if applicable)</i>		
Total Building Consumption (kWh):	BBBB	
Rate:	\$AAA.AA / BBBB	\$CC.CC/kWh
kWh for Tenant:	250 times \$CC.CC	\$YY.YY
Sales Tax:	YY.YY times 0.045	\$T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
<b>Tenant Cost:</b>		<b>\$ZZ.ZZ</b>

In no event, will the total monthly rates (including a monthly administrative charge) exceed the utility's tariff residential rate for direct metered service (SC-1) to such residents (see 16 NYCRR § 96.2 [b] [3]).

All Con Edison rates by classification are available on its website ([www.coned.com](http://www.coned.com)) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 9"-Electric: Full Service.

**C. Complaint procedures, tenant protections and HEFPA Compliance Plan:**

When a tenant has a question about electric bill or believes the electric bill is inaccurate the following protocol will be followed:

Tenant 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 fifteen days of the receipt of the complaint. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants 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, NY 10007, or via the internet at [www.dps.ny.gov](http://www.dps.ny.gov).

In the event of non-payment of electric charges, the Owner shall afford the tenant all notices and protections available to such tenant pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. Electric will not be treated as additional rent by the Owner.

The HEFPA Compliance Plan, attached hereto as Attachment 2, contains the following:

- HEFPA Compliance Plan and Checklist
- Asset Evaluation Form
- Budget Billing Plan
- Final Suspension Notice
- Final Termination Letter
- Notification to Social Services
- Past Due Amount Notification
- Quarterly Billing Form
- Residential Deferred Payment Agreement

[See Attachment 2 – HEFPA Plan]

**D. Submeterer Identification Form:**

The Submeterer Identification form is attached as Attachment 3 hereto.

[See Attachment 3 – Submeterer Identification Form]

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

This section is not applicable to this project as the Building is new construction and electricity charges will not be included in the rent, as the electricity will be billed separately from the rent.

**F. Certification concerning content of leases or agreements:**

The Owner, Seaview C Development LLC, by the undersigned hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, shall be included in plain language in all leases or agreements governing the submetered premises.

A section in the lease will notify each prospective tenant, prior to signing a lease agreement, that their apartment unit is submetered for electricity. The lease provision will in plain language clearly enumerate the grievance procedures for the tenants and will specify the rate calculation, rate caps, complaint procedures, and tenant protections and enforcement mechanisms and such provisions will be in compliance with the Home Energy Fair Practices Act.

[See Attachment 4 – Submeter Lease Rider]

**G. Notification of Intent to Submeter to Utility Company:**

Attached is a copy of the notification letter to Consolidated Edison Company of New York notifying them that Seaview C Development LLC has submitted to the NY PSC a Notice of Intent to submeter the residential apartments and that electric submeters will be installed following the Commission's approval.

[See Attachment 5 – Notification to Con Edison]

**H. Documentation regarding refrigerators in all units:**

Pursuant to 16 NYCRR § 96.5 [h] and prior to the commencement of submetered billing, all units will be furnished with new Energy Star rated refrigerators and Energy Star rated appliances.

**I. Description of the electric energy efficiency measures that will be installed:**

The Building is a new construction building, meeting the current NYC Energy Conservation Code, which has strict energy efficient standards, for both common elements as well as residential units. The units will also be furnished with Energy Star rated appliances and so the Tenants in the building will benefit from living in a modern, energy efficient building.

**J. Description of the electric energy efficiency measures that will be installed:**

The Applicant will provide its Tenants with information on how they can reduce energy usage and associated costs. This information will be distributed on annual basis.

[See Attachment 6 – Tenant Energy Efficiency Plan]

**K. Information regarding income-based housing assistance:**

The units in the Building will be receiving assistance through New York City Department of Housing Preservation and Development (HPD) Project Based Vouchers (PBV) program. Of the 161 units, one-hundred sixty (160) of these units will utilize the PBV program and one (1) unit will be occupied by the resident superintendent. No additional approval is required by NYC HPD to submeter the building, other than approval by the New York Public Service Commission.

By regulatory agreement, NYC Housing Development Corporation supervises the setting of rents in accordance with Internal Revenue Code formulas applied to tenants' income to ensure the affordability of the units in the Project Based Voucher Program. The rents will not include the utility allowance and the rents charged to the tenants will already be reduced by the amount of utility allowance based on the number of rooms per apartment.

Since the Building is currently under construction and it will meet the current NYC Energy Conservation Code, which sets strict guidelines for energy efficiency, and all the appliances within the units will be Energy Star rated, an energy audit will not be necessary.

**Summary of Attachments:**

Attachment 1	Description of Quadlogic submetering system
Attachment 2	HEFPA Implementation Plan
Attachment 3	Submeterer Identification Form
Attachment 4	Submeter Lease Rider
Attachment 5	Notification to Con Edison
Attachment 6	Tenant Energy Efficiency Plan

**Attachment 1 – Description of Quadlogic Submetering System**

See the following pages for detailed description of the Mini Closet-5C and the Scan Transponder-5.



# MiniCloset-5c



The MiniCloset-5c (MC-5c) is a multi-tenant digital electric meter in one **compact**, rugged enclosure. The MC-5c is easy to install and operate and its space-saving footprint is designed for use in retrofit and new construction. Our patented Power Line Communications technology is a standard feature eliminating the need for additional wiring to collect data remotely.

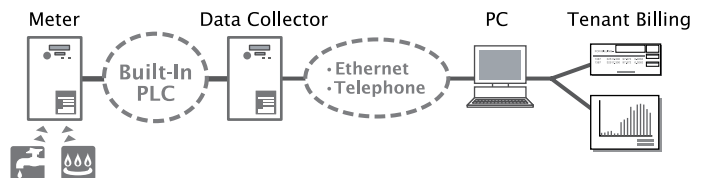
Understand your energy consumption and begin saving with the MC-5c as part of a complete metering system for your residential properties, commercial office sites, retail shopping malls, airports, government properties, campuses or industrial applications.

## Benefits

- A single, compact, rugged enclosure saves significant installation costs
- Monitors up to 8 three-phase commercial customers or 12 two-phase residential customers
- Utility-grade kWh and demand meter with revenue-grade accuracy (ANSI C12.1)
- Built-in Power Line Communications (PLC) for optional remote meter reading
- Real-time power diagnostics allow for immediate verification of installation by phase (Voltage, current, phase angle, power factor, watts, and more)
- Reports power downs, demand resets and tampers
- Secure and reliable non-volatile flash memory
- Three-year manufacturer's warranty
- UL, UL-C
- Options: Modem/232/485, RS-485, Modbus, Pulse data inputs (water, gas, BTU)

### Power Line Communications for Remote Reading

All of Quadlogic's metering devices function as stand-alone units or can be used for remote reading with the simple addition of a Scan Transponder (data collector) and communication software. No additional wiring is required.



## Thinking "Green"?

Quadlogic meters can help you earn credits towards LEED certification under the "Energy and Atmosphere" criteria of several LEED Rating System categories, including:

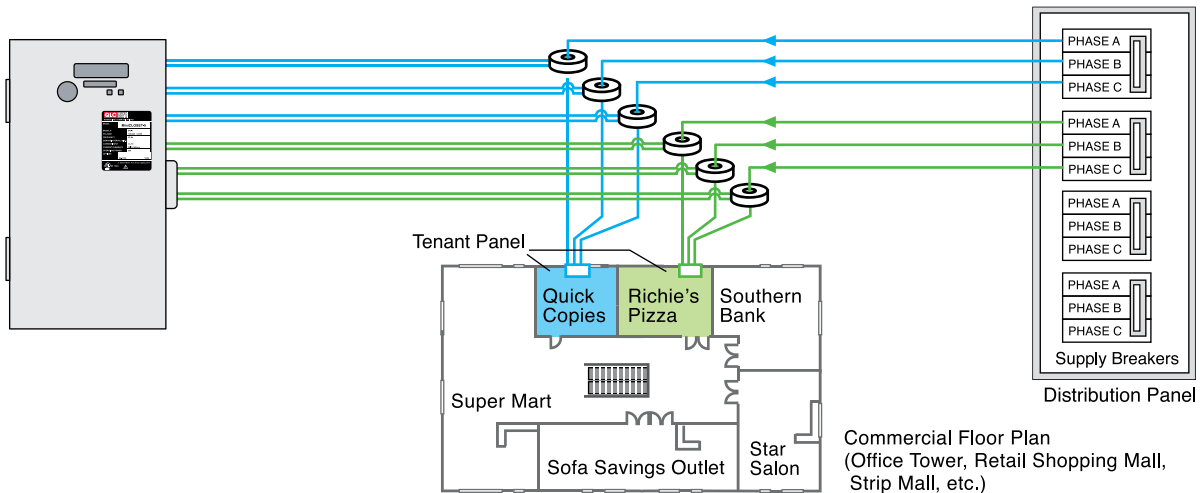
- Existing Buildings Operations & Maintenance
- New Construction
- Core & Shell

In addition, by installing our contractor-friendly meters, you can analyze your "before and after" energy consumption and demand data to evaluate the effects of your property-wide green initiatives.

Are you saving the electric energy you expected to?  
How will you know without metering?

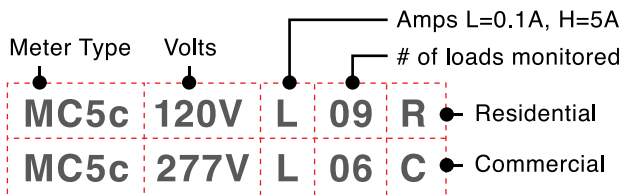
# Typical 3-Phase Commercial Wiring

Monitor up to 8 3-Phase Loads with **one** MC-5c!



## Model Numbers

The MC-5c consists of a Meterhead and an Enclosure. Required current transformers (CTs) are sold separately.



## Residential

	Amp	Voltage	Meter Points	Meterhead	Enclosure
<b>120/208 Single-Phase 3-Wire*</b> (Also requires 2 CTs per meter point)	0.1	120/208	3	MC5c120V L 03R	MC5c BBA 120V
			6	MC5c120V L 06R	
			9	MC5c120V L 09R	
			12	MC5c120V L 12R	

**\*NOTES:**

- 1P3W 120/208V for each residential apartment where distribution panel service is 3P4W 120/208V.
- Models available for 120/240V split-phase metering. Contact manufacturer.

## Commercial

	Amp	Voltage	Meter Points	Meterhead	Enclosure
<b>3-Phase 4-Wire, Wye</b> (Also requires 3 CTs per meter point)	0.1	120/208	6	MC5c120V L 06C	MC5c BBA 120V
			8	MC5c120V L 08C	
	5	277/480	6	MC5c277V L 06C	MC5c BBA 277V
			8	MC5c277V L 08C	
<b>3-Phase 3-Wire, DELTA</b> (Also requires 2 CTs per meter point)	0.1	208	12	MC5c208V L 12C	MC5c BBA 208V
			12	MC5c480V L 12C	
	5	480	12	MC5c480V H 12C	MC5c BBA 480V
			12	MC5c480V H 12C	

- Add suffix for desired option (M=Modem/232/485, RS=RS-485, P=Pulse Data Module)

Single-phase and other models available. Contact manufacturer.

# MiniCloset-5c Technical Specifications (MC-5c)

## Metering Specifications

<b>Metered Voltage:</b>	120, 208, 220, 230, 240, 277, 347, 380, 400, 416, 480, 600 (Voltage specific) Delta or Wye, 50/60 Hz
<b>Current Input:</b>	0.1 Amp or 5 Amp (CL10) inputs available
<b>Field programmable:</b>	(8) 3-phase meters, (12) network meters, or (24) single phase meters
<b>Four quadrant Consumption &amp; Demand for each of the 24 channels:</b>	Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared hours & amp-squared hours
<b>Programmable interval data &amp; peak demand:</b>	5 min to hourly window, block or rolling block demand Meter total and/or by phase
<b>Real time per phase:</b>	Voltage, current, phase angle, power factor, THD, watts, VARs, VA and frequency
<b>Time of Use:</b>	Up to 16 blocks per day available for all metering parameters
<b>Meets ANSI C12.1, Industry Canada:</b>	MC#AE-1148
<b>UL, UL-C File</b>	E204142
<b>IEC Optical Communication Interface (Standard Feature)</b>	
<b>Approved by California Div. Of Measurement Standards and Maryland Public Service Commission</b>	

## Additional Features

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

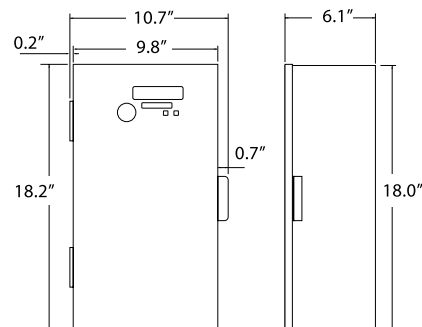
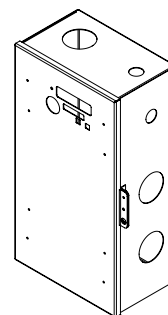
512 kbyte non-volatile flash memory retains daily and interval data  
During power outage:  
- Flash memory retains daily and interval data  
- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incompleting interval at the time of the outage

## Operating Range/Environment

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  
NEMA 1 rating: Pollution Degree 2

## Dimensions & Shipping Weight

18.2"H x 10.7"W x 6.1"D  
Shipping weight: 1 meter assembly: 20.8 lbs



For installation diagrams visit  
[www.quadlogic.com](http://www.quadlogic.com)

## QUADLOGIC

# Data Collection and Communication Module

## Scan Transponder-5



Dimensions:  
13.5"H x 8.5"W x 4.5"D

The **Scan Transponder-5** is the central data collector for the Quadlogic metering system. It communicates with all Quadlogic meters over the existing electric wires that serve each metered tenant in a building. This form of Power Line Communications (PLC) is a Quadlogic patented two-way technology that is robust and reliable.

### Features

- Built-in Power Line Communications
- Communicates data through distribution transformers (480/120V)
- Voltage: 120/208V, 120/240V, 220/380V, 277/480V, 347/600V
- Each device collects data for up to 240 metering points (Multiple devices can be connected via RS-485 cable)
- Non-volatile flash memory
- UL, UL-C

### Communication Options From Scan Transponder to PC:

Remote: 19.2 internal modem (for telephone connection)  
 -----  
 Network data link (4-wire RS-485)  
 -----  
 RS232 Serial port  
 -----  
 On-Site: Optical port  
 -----

#### Verifies:

Each communication begins with clock and meter ID verification to ensure data integrity.

#### Collects:

Each day the ST-5 collects and verifies all previously uncollected meter readings, interval readings and event logs. (Fully programmable.)

#### Stores:

Stores approximately 40 days of rolling interval data in non-volatile flash memory.

#### Reports:

The ST5 or network of ST5s is accessed from a remote meter reading system using Ethernet or a telephone modem for data transfers.

Models beginning in ST5M include a modem, RS-485 and RS-232.  
 Models beginning in ST5 include RS-485.

Catalog Number	Includes:
ST5M-120V	Modem, RS-485, RS-232
ST5M-277V	
ST5-120V	RS-485 only
ST5-277V	





# Specifications

## ▶ Monitoring Specifications

- Voltage: 120/208V, 120/240V, 277/480V, 347/600V
- Communication Frequency Band: 10 - 90 kHz
- Number of Metering Points per Scan Transponder-5 : Up to 240

## ▶ Liquid Crystal Display

- 32-digit liquid crystal display (16 digits x 2 rows)
- 6 whole digit consumption register
- Data digit height: 0.31"

## ▶ Operating Range

- Voltage: 120/208V, 120/240V, 277/480V
- Frequency: 50-60Hz
- Rated Voltage: 90% to 110%
- Temperature: -20°C to +60°C
- Operating Power: Less than 5 watts

## ▶ Memory

- 4 Megabyte non-volatile flash memory retains daily and interval data
- During power outage:
  - Flash memory retains daily and interval data for approximately 40 days rolling
  - Long-life lithium battery maintains time, and retains data acquired within the incompleting interval at the time of the outage

## ▶ Environment

- Usage: For indoor use only
- Enclosure: NEMA 1 rated
- Temperature: -20°C to +60°C
- Humidity: 0-90% relative humidity (non-condensing)
- Pollution Degree: 2
- Maximum Altitude: 2000 meters

## ▶ Metering Industry Standards

- UL and CUL: recognized under E204142

## ▶ Standards

- UL and C-UL: recognized under E204142

## ▶ Shipping Weight and Dimensions (1 Enclosure)

- Dimensions: 13.5"H x 8.5"W x 4.5"D
- Shipping weight: 10.60 lbs

## How does it work?

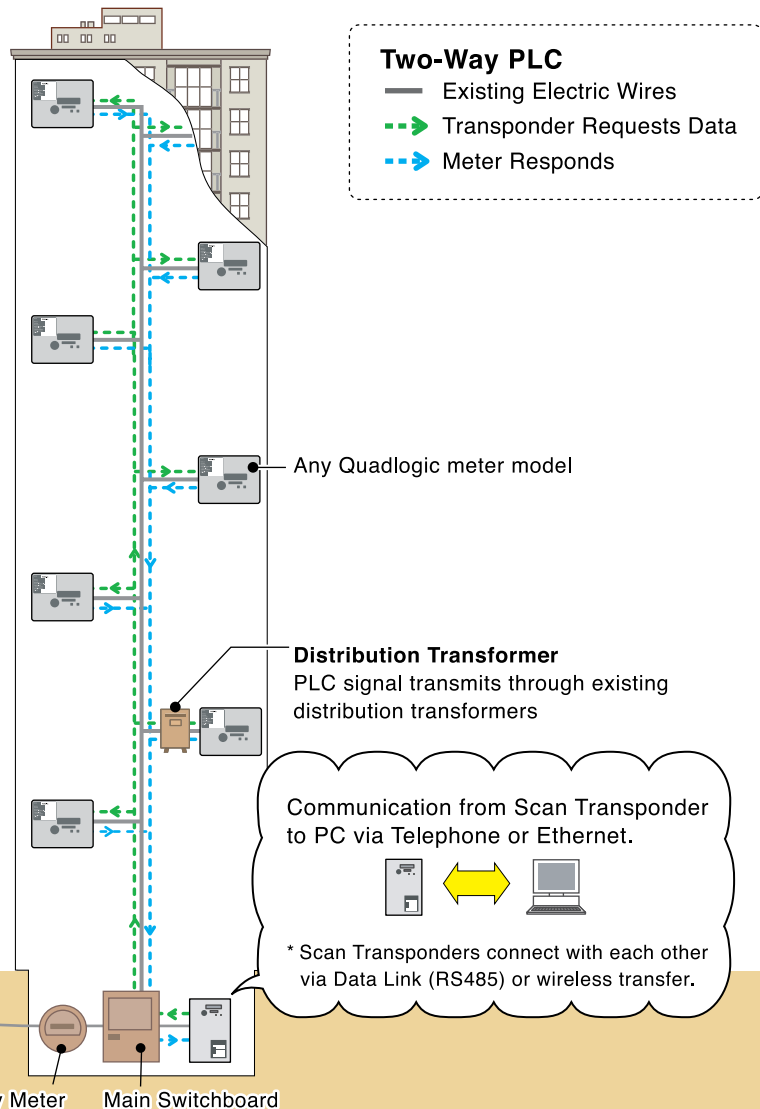
Meters, Scan Transponder (Data Collector) and phone line (or Ethernet) are installed at the site.

Each day, the Scan Transponder sends a signal to the meters over the EXISTING power lines in the building to collect the data.

Each meter responds with data over the same EXISTING power lines.

Computer (on or off site) dials into a modem in the Scan Transponder to collect data.

**Electric bills and reports are**



### Two-Way PLC

- Existing Electric Wires
- - -> Transponder Requests Data
- - -> Meter Responds

**Distribution Transformer**  
PLC signal transmits through existing distribution transformers

Communication from Scan Transponder to PC via Telephone or Ethernet.

\* Scan Transponders connect with each other via Data Link (RS485) or wireless transfer.

**Attachment 2 – HEFPA Implementation Plan**

See the following pages for detailed description of the Implementation Plan.

## Final Notice of Termination

If by the 20th calendar day after payment was due, the utility has neither received payment nor negotiated a new DPA the utility may demand full payment of the total outstanding charges and send a final notice of termination to the customer. The final notice of termination must include:

- the earliest date on which termination or disconnection may occur;
- the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
- the address and phone number of the office of the utility that the customer may contact in reference to his account;
- the availability of utility procedures for handling complaints;
- a summary, prepared or approved by the commission or its authorized designee, of the protections available together with a notice that any customer eligible for such protections should contact the utility.
- The Final Notice of Termination may include any additional information not inconsistent with the regulations.
- The Final Notice of Termination must state, in a size type capable of attracting immediate attention, language conveying the following: THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.
- The Final Notice of Termination must inform the customer that suspension of the customer's distribution service can accompany the ESCO's commodity termination, even if the customer's account for distribution service is current.

## Special Notification of Social Services

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

- Such notification shall state that the customer has been sent a final notice of termination, specify the amount of arrears, and state the earliest date on which termination or disconnection may occur.
- In the case of a customer for whom the utility has received a guarantee of future payment from the local social services commissioner, the utility shall send a notice of nonpayment stating that payment has not been made and indicating the amount of the arrears to the recipient and to the local social services commissioner at the time the account would otherwise be subject to a final notice of termination or disconnection.
- If the notification is made orally, the utility shall within one business day mail a written notification to such social services official.
- Each utility shall, after consultation with an appropriate official in the social services district of each county served by the utility in whole or in part, compile and maintain a list of the social services officials who are to receive such notifications.
- A utility may notify an appropriate social services official that a customer it knows is receiving public assistance, supplemental security income benefits or additional State payments has failed to make timely payment for utility service, whenever it believes special circumstances affecting such customer should be brought to the immediate attention of the social services official. Such notification shall describe the special circumstances observed, specify the amount of arrears, and state the scheduled date of termination or disconnection, if one has been set.



## **Final Notice of Suspension**

The Final Notice of Suspension from, or on behalf of, an ESCO shall inform the customer that suspension of the customer's distribution service can accompany the ESCO's commodity termination, even if the customer's account for distribution service is current, and shall state the amounts which must be paid to

- restore commodity supply and, if different,
- to end suspension of distribution service.

Further, when the ESCO seeks suspension of distribution service, two notices are required:

- a notice to the customer stating that his or her service is subject to suspension after 15 days, the amount to be paid to avoid suspension, the amount to be paid to resume service after suspension and, if different, the amount necessary to end suspension;
- and a notice to the utility requesting suspension of the customer's distribution service and certifying that the HEFPA provisions have been satisfied.

## **Deferred Payment Agreements (DPA)(§11.10)**

A Deferred Payment Agreement (DPA) is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the utility and the customer or applicant. A utility must make reasonable efforts to contact eligible customers for the purpose of offering a DPA and negotiating terms tailored to the customer's financial circumstances, prior to making the written offer of a DPA. A DPA:

- must provide for installments as low as \$10 per month and no down payment, when the customer demonstrates financial need for such terms;
- may provide for any size or no down payment, and installments on any schedule over any period of time if mutually agreed to by the parties;

### **DPA Form**

A DPA form shall in clear and understandable language and format contain the following information:

- that the utility is required to offer a DPA that the customer is able to pay, considering his or her financial circumstances, and that the DPA should not be signed if the customer is unable to pay its terms;
- that if the customer demonstrates financial need, alternate terms will be available, a down payment may not be required, and installments may be as low as \$10 per month above current bills;
- that assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from a local social services office;
- that if the customer is unable to pay the terms of the DPA, or if for any other reason the customer wishes to discuss the DPA, the customer should call the utility at a specified telephone number, and that if any further assistance is needed, the customer should call the Public Service Commission at a specified telephone number;
- that by signing and returning the form together with any required down payment to the utility within the required time period, the customer will be entering into a DPA, and by doing so, will avoid termination, disconnection or suspension of service;
- the date by which the copy signed by the customer, and any applicable down payment, must be received by the utility in order to avoid termination, disconnection or suspension of service, if applicable, provided, however, that such date may not be less than six business days after the DPA is sent by the utility;
- the utility's policy if the DPA is not signed and returned as required;
- the total amount due, the required down payment, if any, and the exact dollar amount and due date of each installment;
- that if the customer fails to comply with the terms of the DPA, the utility will take steps to terminate, disconnect or suspend service;
- that the customer has a right to immediate enrollment on a levelized payment plan. This notice must be placed close to the signature line, include a conspicuous check-box option, and give a specified telephone number to call the utility for more information;
- brief explanation of the levelized payment plan; and
- that if the customer later can demonstrate that his or her financial circumstances have changed significantly because of conditions beyond his or her control, the utility must amend the terms of the DPA to reflect such changes.

## Written Procedures

- A utility must develop written DPA procedures and forms for evaluating the financial need of a customer or applicant, for assuring the confidential handling of such information, for arriving at fair and equitable payment terms and for training its personnel, which procedures shall be filed with the Office of Consumer Services.

## **Asset Evaluation Form**

- A utility may require that a customer complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form.
- The form must be handled confidentially.

## Reminder Notice

If a customer fails to make timely payment in accordance with a DPA, the utility must send a reminder notice at least eight calendar days prior to the day when a final notice of termination, disconnection or suspension will be sent, stating in conspicuous, bold type that:

- the customer 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, disconnection or suspension notice may be issued;
- if the customer can demonstrate that he or she is unable to make payment under the terms of the DPA because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact the utility at a specified telephone number because a new DPA may be available.

If by the 20th calendar day after payment was due, the utility has neither received payment nor negotiated a new DPA, the utility may demand full payment of the total outstanding charges and send a final termination, disconnection or suspension notice which states:

- that if the customer can demonstrate that he or she is unable to make payment under the terms of the DPA because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact the utility at a specified telephone number because a new DPA may be available;
- that assistance to maintain utility service may be available from a local social services office;
- that before the social services office will provide assistance, the customer generally must provide the utility with information showing assets, income and expenses to evaluate whether the customer is entitled to a new DPA; and
- either the address and telephone number of the appropriate social services office, or the local social services information number.
- If the final termination, disconnection or suspension notice is sent because the customer has broken a DPA which required payment over a shorter period than the standard DPA for that customer would allow, the final termination, disconnection or suspension notice must also be accompanied by a written offer of a new DPA to pay the outstanding balance in monthly installments.

## **Budget/Levelized Payment Plans**

- Every utility 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.
- Any such plan shall also be offered to customers who are condominium associations or cooperative housing corporations.
- Unless otherwise authorized by the commission, each such plan shall be based on the customer's recent 12-month experience, adjusted for known changes. If 12 months of billing data are not available for the customer, 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 future consumption over the next 12-month period.
- Each such plan shall provide that bills clearly identify consumption and state the amounts that would be due without levelized or budget billing; such information need not be supplied on interim bills for customers billed on a bimonthly basis.
- Each such plan shall provide that bills be subject to regular review for conformity with actual billings.
- Each such plan shall be filed with the commission, and any significant changes in the plan shall be submitted to the commission for review before implementation.

## Annual Notification of Rights

Every utility shall, at the time service is initiated to a residential customer and at least annually thereafter, by a notice accompanying a regular bill or in a separate mailing, provide residential customers with a summary of their rights and obligations under the Home Energy Fair Practices Act and the Energy Consumer Protection Act of 2002.

At a minimum, the summary shall include the following:

- a description of the complaint-handling procedures available at the utility and the commission;
- the rights and obligations of residential customers relating to payment of bills, termination, disconnection and suspension of service and reconnection of service;
- a description of special protections afforded the elderly, blind and disabled; persons with medical emergencies; persons receiving public assistance, supplemental security income benefits or additional State payments; and persons in two-family dwellings;
- a request that residential customers who qualify for the protections referred to above voluntarily so inform the utility;
- the right of a customer to designate a third party to receive copies of all notices relating to termination, disconnection and suspension of service or other credit notices;
- appropriate forms that customers claiming the protections identified above may fill out and return;
- a description of the customers' rights in regard to deferred payment plans and the holding and demanding of security deposits by the utility; and
- a description of the utility's budget or levelized payment plans.

Every utility which offers time-of-use rates shall provide the following information, at least twice per year, by a notice accompanying a regular bill or in a separate mailing to its customers billed on such rates:

- a description of the hours for which these rates are available for both standard and daylight savings time;
- if resetting the electric time-of-use meter is necessary to restore the effective hours of the time-of-use rates following an interruption of service, a description of procedures such customers shall follow in order to have their time-of-use electric meter reset; and
- if resetting the electric time-of-use meter is necessary, when the utility has knowledge of an outage, a statement within 60 days of such outage that the time-of-use rate may not be applied at the previously stated times until the time-of-use electric meter is reset.

CONFIDENTIAL  
**ASSET EVALUATION FORM**

1. Employer Name, Address and Phone Number:

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2. What is your monthly income? \_\_\_\_\_

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

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

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

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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):

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

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10. Identify all other monthly expenditures by amount:

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



**FINAL SUSPENSION NOTICE – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

Customer/ Resident Name  
Address  
City, State, Zip  
Account # / Unit #

Dear (customer name):

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

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

Public Service Law requires that, in order to end suspension, customers pay the total amount due.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ACCOUNT.

Sincerely,

Seaview C Development LLC  
Credit and Collections

**FINAL SUSPENSION NOTICE – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

Customer/ Resident Name  
Address  
City, State, Zip  
Account # / Unit #

Dear (customer name):

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

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

Public Service Law requires that, in order to end suspension, customers pay the total amount due.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ACCOUNT.

Sincerely,

Seaview C Development LLC  
Credit and Collections

**FINAL TERMINATION NOTICE – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

Customer/ Resident Name  
Address  
City, State, Zip  
Account # / Unit #

Dear (customer name):

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

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), 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 (212) 555-1234. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Seaview C Development LLC

Credit and Collections

**BUDGET BILLING PLAN – MM/DD/YYYY**

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

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

Account# \_\_\_\_\_

Under this Plan, Seaview C Development LLC agrees to provide services in return for your agreement to make payments per the terms of this Plan.

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

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

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter 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. Seaview C Development LLC reserves the right to recalculate such monthly payment to reflect an increase in consumption beyond the average monthly consumption.

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, Seaview C Development LLC 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 Seaview C Development LLC a sum of money due to the true up, you will be billed for the amount due. If you have been over-billed, you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

**Agreed to and accepted by:**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Return one signed copy to Seaview C Development LLC by MM/DD/YYYY.*

CONFIDENTIAL  
**ASSET EVALUATION FORM**

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:

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

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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):

---

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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 – MM/DD/YYYY**

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

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

Account# \_\_\_\_\_

Under this Plan, Seaview C Development LLC agrees to provide services in return for your agreement to make payments per the terms of this Plan.

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

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

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter 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. Seaview C Development LLC reserves the right to recalculate such monthly payment to reflect an increase in consumption beyond the average monthly consumption.

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, Seaview C Development LLC 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 Seaview C Development LLC a sum of money due to the true up, you will be billed for the amount due. If you have been over-billed, you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

**Agreed to and accepted by:**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Return one signed copy to Seaview C Development LLC by MM/DD/YYYY.*

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

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

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

Account# \_\_\_\_\_

The above 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.

Sincerely,

Seaview C Development LLC

Credit and Collections

**PAST DUE REMINDER NOTICE – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

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

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

Account# \_\_\_\_\_

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 (212) XXX-XXXX 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 311.

**The total amount owed to Seaview C Development LLC for this account as of MM/DD/YYYY is: \$XX.XX**



**QUARTERLY BILLING PLAN – MM/DD/YYYY**

Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

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

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

Account# \_\_\_\_\_

Under this Plan, Seaview C Development LLC agrees to provide services in return for your agreement to make payments per the 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:

**Agreed to and accepted by:**

\_\_\_\_\_

Tenant

\_\_\_\_\_

Landlord

\_\_\_\_\_

Date

\_\_\_\_\_

Date

*Return one signed copy to Seaview C Development LLC by MM/DD/YYYY.*

**RESIDENTIAL DEFERRED PAYMENT AGREEMENT – MM/DD/YYYY**

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

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

Account# \_\_\_\_\_

The total Amount owed to Seaview C Development LLC for this account as of MM/DD/YYYY is **\$XX.XX**

**Seaview C Development LLC** is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid 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, **Seaview C Development LLC** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Seaview C Development LLC may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Seaview C Development LLC at 212-XXX-XXXX.**

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 Seaview C Development LLC. If you and Seaview C Development LLC 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, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.**

**Attachment 3 – Submeterer Identification Form**

See the following page for a completed copy of the Submeterer Identification Form.



New York State Public Service Commission  
Office of Consumer Policy



Submetering Identification Form

Name of Entity: SEAVIEW C DEVELOPMENT LLC			Corporate Address: 42-09 235 <sup>TH</sup> STREET, 2ND FL		
City: DOUGLASTON	State: NY	Zip: 11363	Web Site:		
Phone: 212-991-4545			Utility Account Number: TBD		
Chief Executive: RUSSELL LANG			Account Holder Name:		
Phone: 212-991-4548			E-mail: PLANG@DDNY.COM		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: ANNE COOLEEN			Name: JOHN SULLIVAN		
Phone: 718-281-2400			Phone: 718-281-2400		
Fax: 718-281-4505			Fax: 718-281-4505		
E-mail: ACOOLEEN@CLINTONMANAGEMENT.COM			E-mail: JSULLIVAN@CLINTONMANAGEMENT.COM		
Address: 42-06 235 <sup>TH</sup> STREET			Address: 42-06 235 <sup>TH</sup> STREET		
City: DOUGLASTON	State: NY	Zip: 11363	City: DOUGLASTON	State: NY	Zip: 11363

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: SEAVIEW C			Service Address: 155-175 FRIENDSHIP LANE		
City: STATEN ISLAND	State: NY	Zip: 10314			
Electric Heat? Y (N)			Electric Hot Water? Y (N)		
# Units Occupied by: Sr. Citizens <sup>All 55+</sup> Disabled TBD			Total # of Units 160		
Rent Stabilized 160	# Rent Controlled 0	# Rent-Regulated 160	# Market Rate 0		
Rental: (Y)N	Condo: Y(N)	Co-Op: Y(N)			
# Low Income 160	# Section 8 160 (PROJECT BASED)	# Landlord Assist Program 0	# Other		
Submeter / Billing Agent: TO BE DETERMINED			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.

**Attachment 4 – Submeter Lease Rider**

See the following pages for a copy of the Submeter Lease Rider.

## Electric Submeter Lease Rider

1. Tenant acknowledges that the State of New York Department of Public Services has approved owner's petition to submeter electricity to residential tenants located at 155-175 Friendship Lane, Staten Island, NY.
2. The tenant acknowledges that the rates and charges paid by the tenant will be equal to the Consolidated Edison Company rates for directly metered residential electric service, and that in no event will the total charges exceed the rates for directly metered residential electric service.
3. Tenant acknowledges that each submeter will be read and the tenant will be billed monthly for electric service. Each tenant's bill will show the service dates tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. The monthly cost for the electrical charges is considered rent or additional rent under the Lease. Tenant's failure to pay the electrical charges entitles the landlord to ultimately seek a judicial remedy for nonpayment of rent. HOWEVER, BEFORE THE LANDLORD CAN PROCEED IN COURT AGAINST YOU FOR NONPAYMENT OF THE ELECTRICAL CHARGES THE LANDLORD MUST PROVIDE YOU WITH ALL NOTICES AND PROTECTIONS AVAILABLE TO A TENANT PURSUANT TO LAW AND THE HOME ENERGY FAIR PRACTICES ACT (HEFPA).
4. Among other protections, HEFPA provides that:
  - (i) Tenant may request balanced billing. Balanced billing divides tenant's electric costs into twelve (12) equal monthly payments. Periodically, the tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid.
  - (ii) If tenant has difficulty paying the electric bill, tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby tenant will be able to pay the balance owed over a period of time. If tenant can show financial need, the managing agent can work with tenant to determine the length of agreement and the amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The managing agent will make reasonable efforts to help the tenant find a way to pay their bill.
  - (iii) If a health or safety hardship is demonstrated, management can refer tenant to a local social service agency. Tenant should notify management if the following conditions exist:
    - (a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or
    - (b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.
  - (iv) Special protections may be available if tenant and/or other persons living with tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.
  - (v) If tenant is age sixty-two (62) or older, tenant may be eligible for quarterly billing if their average billing for electricity is \$150 or less.
  - (vi) Tenant may designate a third party as an additional contact to receive notices of past due Balances.
  - (vii) If tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, tenant may present to the managing agent a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to 42-06 235<sup>th</sup> Street; Douglaston, NY 11363. The managing agent shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within ten (10) days. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If tenant is dissatisfied with the managing agent's response, tenant may request a review of this determination by filing a written or

verbal protest with management within fourteen (14) days from the date of the response by the managing agent. No form is required.

The tenant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or call their toll-free HELPLINE at 1(800) 342-3377 and file a complaint seeking the issue resolved by the Public Service Commission, or if the tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is [www.dps.state.ny.us](http://www.dps.state.ny.us).

5. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF TENANT’S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF AFTER A TENANT COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT’S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO COMMENCING A SUMMARY PROCEEDING IN THE NEW YORK CITY HOUSING COURT FOR NONPAYMENT OF RENT, WHICH CAN RESULT IN THE TENANT BEING EVICTED FROM THE APARTMENT.

6. The Owner, Seaview C Development LLC, by the undersigned hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that the submetering refunds will be credited to submetered residents affected by the submeterer actions that led to such refunds if the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.

A section in the lease will notify each tenant that their apartment unit is submetered for electricity. The lease provision will in plain language clearly enumerate the grievance procedures for the tenants and will specify the rate calculation, rate caps, complaint procedures, and tenant protections and enforcement mechanisms and such provisions will comply with the Home Energy Fair Practices Act.

**Agreed to and accepted by:**

\_\_\_\_\_

Tenant

\_\_\_\_\_

Landlord

\_\_\_\_\_

Date

\_\_\_\_\_

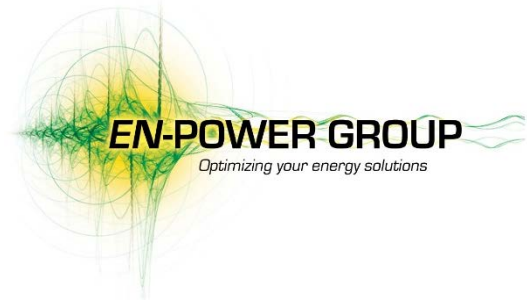
Date

**Attachment 5 – Notification to Con Edison**

See following pages for a copy of Notification to Con Edison.



February 15, 2017



Mr. David DeSanti  
General Manager, Central Engineering Services  
Consolidated Edison Company of New York, Inc.  
4 Irving Place  
New York, New York 10003  
[desantid@coned.com](mailto:desantid@coned.com)  
(t) 212-460-3559 (f) 212-673-1729

Re: Notification of Intent to Submeter Electricity  
Seaview C Development LLC  
155-175 Friendship Lane  
Staten Island, NY 10314

Dear Mr. DeSanti:

Please be advised that Seaview C Development, LLC, located at 155-175 Friendship Lane, Staten Island, NY 10314, has submitted to the New York State Public Service Commission a Notice of Intent to submeter the residential apartments in this mastered metered building.

Seaview C Development, LLC has retained EN-POWER GROUP to support the implementation of the submeter system design, installation, and compliance with the New York State Public Service Commission's laws regarding Residential Submetering.

Thank you in advance for your cooperation to this matter. Please do not hesitate to contact me directly with any comments or questions regarding this Notice of Intent to Submeter Electricity.

Sincerely,

Thomas H. Morrisson  
EN-POWER GROUP  
Phone: 914-263-1199 ext. 3  
Fax: 914-992-8048  
Email: [tmorrisson@en-powergroup.com](mailto:tmorrisson@en-powergroup.com)

## **Attachment 6 – Tenant Energy Efficiency Plan**

The following Energy Tips were retrieved from the NYSERDA website and modified to be compatible with Seaview C Development, LLC. This plan will be distributed to all residents to enable them to reduce their electrical usage and associated costs under submetering.

1. Check and clean A/C unit filters on a regular basis – monthly is recommended. A clean filter will improve the operating efficiency of the A/C unit.
2. Utilize the A/C unit operation mode in the FAN mode when possible. The energy usage of the recirculating fan represents only approximately 10% to 20% of the total energy consumed by the A/C unit when operating in the cooling mode.
3. During the cooling season block out heat by keeping blinds or curtains closed during the day, especially on south facing windows. Conversely, keep the blinds open during the heating season in order to utilize the heat obtained from the solar load.
4. Shut off lights and appliances when not in use.
5. Limit the use of portable space heaters and never leave unattended.
6. When you go shopping for a dehumidifier, look for the Energy Star label.
7. When available, set your room air conditioning thermostat at 78° or higher during the cooling season. Each degree above 75° saves you 3% of the energy used to cool a room. Remember, comfort is largely obtained by dehumidification rather than a lower temperature. It is always recommended to slightly undersize your A/C unit to encourage continuous operation in the cooling mode to promote continuous dehumidification. This will decrease the demand contribution to the building contributed by the A/C operation and likely decreases the purchase price of your A/C unit. Bigger is not always better.
8. Save money and increase comfort by using a timer or programmable thermostat on your room A/C unit.
9. Seal spaces around room A/C units with caulking to prevent cool air from escaping and hot air from infiltrating into your apartment.
10. Use your microwave oven as much as possible in the summer rather than your regular oven. This will prevent overheating your apartment and decreases the load on your A/C units.
11. The size of your pan should match the size of your burner for the highest efficiency.
12. When doing laundry, use a cold-water wash on full loads whenever possible.
13. Clean the lint trap regularly.
14. Make sure the seals on your refrigerator, freezer and oven doors fit tightly.
15. Vacuum and clean condenser coils, motor and evaporator pan of your refrigerator once or twice a year, and leave space between your refrigerator and the surrounding walls and cabinets to allow air to circulate around the coils.
16. When you shut down your computer, don't forget to turn off the monitor – it can use twice as much energy as the computer.
17. Use an advanced power strip for convenience; that way all your computer accessories are turned off by one switch (even in sleep mode, your computer may cost you \$105 a year).
18. Use the power management feature on your computer monitor; it will turn off the monitor when idle for over 15 minutes when you leave your computer on.
19. Consider a laptop computer over a traditional desktop – laptops use less energy and are portable improving flexibility.
20. Energy Star lighting fixtures put out the same amount of light as standard fixtures while providing excellent color rendering and light temperature.
21. Avoid leaving transformers and charging units for appliances and battery- operated devices on (such as cell phones and tools) when they aren't being used.

22. Instead of just turning your electronics off, it is better to unplug them because even when they're "off" they still draw electricity from the outlet – something known as a "phantom load".
23. Plug your battery charging system or power adapter into a power strip to enable you to shut off power with the flick of a switch. For even better control, use a power strip with a timer or a programmable power strip.
24. Don't forget to turn off your DVD player, video game console and television.
25. Plug your DVD and home audio products into an advance power strip so that when you turn off the television, all the home audio and video components will also turn off.
26. Consider combination products to save space, simplify set-up, and save energy in standby mode.
27. Turn television off when on one is watching them. A TV left on for 8 hours a day or while you sleep will cost you about \$41 - \$102 per year.
28. When choosing a new television, look for the Energy Star label to save energy.
29. If considering a flat panel or large screen television, consider purchasing an LCD model rather than a plasma model to cut your power usage by approximately 50%.
30. Ink jet printers use as much as 90% less energy than typical laser printers.
31. Choose a multifunctional product (printer/copier/scanner) instead of separate products whenever possible.
32. Don't forget to turn your printer off at night as it still draws power even when not in use.
33. Plug your printer, scanner and all-in-one device into an advanced power strip so that when you switch off your computer (or put it in sleep mode), all the peripherals will also turn off.
34. Use energy-efficient, Energy Star qualified CFLs instead of standard incandescent light bulbs and you can use 75% less electricity.
35. Energy Star CFLs also emit less heat and are cooler to the touch than incandescent bulbs. This will decrease the cooling load on your A/C units.
36. Replace your units most frequently used incandescent lights with CFLs; you can save more than \$60 a year in energy costs.

Further information on ways to improve your home's energy efficiency can be found at the NYSERDA website which is [www.GetEnergySmart.org](http://www.GetEnergySmart.org) or you can call 1-877-NY-SMART.