

# Lafayette Development LLC

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767 Third Avenue, 33<sup>rd</sup> Floor • NY, NY 10017 • Tel 212-488-1736 • Fax 212-679-4039 •

May 5, 2014

## VIA ELECTRONIC FILING

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

**Re: Notice of Intent to Submeter Electricity at 2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027, Located in the Territory of Consolidated Edison Company of New York, Inc.**

Dear Secretary Burgess:

Lafayette Development, LLC (the “Owner”)<sup>1</sup> owns the above-referenced property (the “Building”). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the “Notice”) the 115 new residential rental units in this Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. (“Con Edison”).<sup>2</sup> The expected initial move-in date by tenants is January 2015.

The Building is under construction and will receive a 421-a real estate tax exemption.<sup>3</sup> All 115 apartments will therefore be rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board.<sup>4</sup>

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

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

Quadlogic’s MiniCloset-5 meters will be installed in the Building. The MiniCloset-5 meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy-to-

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<sup>1</sup> See attached corporate documentation at Exhibit 1.

<sup>2</sup> The Building includes two commercial spaces and one community facility.

<sup>3</sup> See <http://www.nyc.gov/html/hpd/html/developers/421a.shtml>.

<sup>4</sup> See <http://www.nycrgb.org/html/resources/faq/421a-J51.html>.

read LCD 6-digit display. Additionally, the meter monitors and stores an apartment's daily and interval electric usage and retains this information for approximately 60 days. The Quadlogic MiniCloset-5 system meets ANSI C12.1 and C12.16 American National Standards Institute – Code for Electricity Metering.

Remote reading capability is possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 30,000 apartment units in the New York metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations and may be upgraded to provide advanced data.<sup>5</sup>

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

Finally, the Owner recognizes that all submetering products and ancillary equipment used to monitor electric flow to submetered residents and installed after October 1, 2014, must be approved by the Commission.<sup>6</sup> The Owner anticipates that the above submetering system will begin to be installed in the Building *prior* to October 1, 2014. To address a possible scenario where installation of the submetering system commences prior to October 1, 2014, but is not completed by that date, the Owner requests that the Commission confirm that installation of this submetering system may be completed beyond the October 1, 2014 deadline regardless of the approval status of the equipment being installed.

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

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident's kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period.<sup>7</sup>

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

- Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

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<sup>5</sup> See Quadlogic Specifications at Exhibit 2 for further details about the MiniCloset-5 meters.

<sup>6</sup> See 16 NYCRR § 96.7 (a) (1); Case 11-M-0710, *In the Matter of Reviewing and Amending the Electric Submetering Regulations, 16 NYCRR Part 96*, Order Granting, in Part, the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(a)(1) and the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(b) (issued Nov. 20, 2013).

<sup>7</sup> See sample bill from Quadlogic at Exhibit 3.

- Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.
- Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- Sales Tax: The current New York State (“NYS”) sales tax.

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

<b>Type of Charge</b>	<b>Calculation</b>	<b>Total</b>
Basic Charge		\$YY.YY
kWh	.XXXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$ Y.YY
<b>Subtotal</b>		<b>\$YY.YY</b>
Utility Tax	.XXXXXX times Subtotal YY.YY	\$ Y.YY
<b>New Subtotal</b>		<b>\$YY.YY</b>
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
New Subtotal YY.YY plus T.TT		<b>\$ZZ.ZZ</b>
<b>Resident Cost</b>		<b>\$ZZ.ZZ</b>

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 “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.<sup>8</sup>

The Owner or its third-party electric billing company will read the meters and process a bill based on the resident’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.<sup>9</sup>

**C. Plan for complying with the provisions of HEFPA:**

See the attached HEFPA documents for the Building.<sup>10</sup>

<sup>8</sup> See 16 NYCRR § 96.1 (i).

<sup>9</sup> See 16 NYCRR § 96.6 (j).

<sup>10</sup> See Exhibit 4.

**D. Submetering Identification Form:**

See the attached completed Submetering Identification Form.<sup>11</sup>

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

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

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

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.<sup>12</sup>

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

See the attached proof of service that this Notice was sent by the Owner to Con Edison.<sup>13</sup>

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

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

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

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

- Cogeneration plant
- High annual fuel utilization efficiency (“AFUE”) boilers and absorption chillers
- Efficient lighting and appliances
- Low-flow faucets and showers and dual-flush toilets
- Temperature control
- Efficient insulation and windows
- Low-volatile organic compound (“VOC”) paints and coatings
- Trickle vents
- Plug-in station for electric vehicles
- Building-wide energy management system

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<sup>11</sup> See Exhibit 5.

<sup>12</sup> See attached lease rider at Exhibit 6.

<sup>13</sup> See Exhibit 7.

Although a complete list of appliances to be installed is not yet available, refrigerators and dishwashers will be ENERGY STAR® labeled.

**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.<sup>14</sup>

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

Although 16 NYCRR Part 96 does not define the term “income-based housing assistance,” as explained below, 16 NYCRR § 96.5 (k) is not applicable to the Building.

The Building receives a 421-a real estate tax exemption. As a result, all 115 apartments are rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board. Under the 421-a program, 20% of the apartment units are reserved for low-income tenants earning no more than 60% of Area Median Income or AMI. Eligible low-income tenants are not issued vouchers, such as Section 8 Housing Choice Vouchers, that have been considered in other Commission orders concerning submetering.<sup>15</sup> Therefore, this provision is not applicable to the Building.

**L. Information if building is an electric heat property:**

The Building is not an “electric heat property.”<sup>16</sup> Residential heating and cooling is provided through two-pipe vertical fan coils. Heated hot water and chilled water is delivered to fan coils from the central plant through a two-pipe secondary distribution system. Variable frequency drives are provided on the secondary hot/chilled water pumps to minimize energy consumption. Main residential fan coils are provided with outside air capability for ventilation of residential apartments. Primary heating and cooling is accomplished with hot/chilled water coils within the fan coil unit. The fan coils contain a supplementary electric heating coil that can provide heat during the spring and fall seasons when the system is in the cooling mode as an option for residents who may want supplemental heat. The supplemental coil is initially disabled by the Owner, but may be activated through the programmable thermostat, if necessary. The temperature is controlled with unit-mounted programmable thermostats.

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

This provision is not applicable to the Building.

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<sup>14</sup> See Exhibit 8.

<sup>15</sup> See e.g. Case 08-E-0838 – *Petition of North Town Roosevelt, LLC, to Submeter Electricity at 510-580 Main Street, Roosevelt Island, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Reinstating Submetering Approval at North Town Roosevelt with Conditions (Oct. 28, 2011).

<sup>16</sup> 16 NYCRR § 96.1 (f).

**N. Other information required by prior Commission Order:**

This provision is not applicable to the Building.

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

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

Sincerely,

Lafayette Development, LLC

s/ Geoffroi Flournoy

Signature

By: Geoffroi Flournoy, Chief Executive

Name (printed), Title

Lafayette Development, LLC

Company Name

Enclosures

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

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

Name:	<u>Carrie Reich</u>
Your Company/Organization:	<u>BRP Management Group</u>
Mailing Address:	<u>767 Third Avenue, 33<sup>rd</sup> Floor</u> <u>New York, New York 10017</u>
Company/Organization you represent, if different from above:	<u>Lafayette Development, LLC</u>
E-Mail Address:	<u>creich@brpcompanies.com</u>
Case/Matter # (if known)	<u>unknown</u>

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

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

A.

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

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

B

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

Signature: <u>s/Carrie Reich</u>	Date: <u>May 5, 2014</u>
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Please note that this form applies to this filing only.

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

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

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

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

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

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

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Case Title (short reference sufficient):

<u>Notice of Intent to Submeter Electricity at 2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027, Located in the Territory of Consolidated Edison Company of New York, Inc.</u>
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<b>Name:</b>	<u>John T. McManus</u>
<b>Title:</b>	<u>Attorney</u>
<b>Company/Organization Name, If applicable:</b>	<u>Harris Beach PLLC</u>
<b>Representing Company/Organization/District, if applicable:</b>	<u>Lafayette Development, LLC</u>
<b>Representing Self:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Mailing Address:</b>	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
<b>Telephone Number:</b>	<u>518-701-2734</u>
<b>E-mail Address:</b>	<u>jmcmamus@harrisbeach.com</u>
<b>Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>If yes, please specify the e-mail to be used:</b>	_____

**SERVICE OF DOCUMENTS:**

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

I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>s/John T. McManus</u>	Date: <u>05/05/14</u>

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



## **EXHIBIT LIST**

1. Exhibit 1: Corporate Documentation
2. Exhibit 2: Specifications Regarding Submeter Features
3. Exhibit 3: Sample Electric Bill
4. Exhibit 4: HEFPA Documents
  - Notification of Rights and Procedures
  - Special Protections Registration Form
  - Procedure to Pursue Collection of Utility Charges, including:
    - Deferred Billing Agreement Option Offer Letter
    - Deferred Payment Agreement Appointment Letter and Confidential Deferred Payment Agreement Worksheet (a/k/a Asset Evaluation Form)
    - Deferred Payment Agreement
    - Past Due Reminder Notice
  - Notice to Social Services
  - Budget Billing Plan
  - Quarterly Billing Agreement
  - Failure To Make Payment Notice
  - Final Termination Notice
5. Exhibit 5: Submetering Identification Form
6. Exhibit 6: Lease Rider
7. Exhibit 7: Transmittal Letter to Con Ed of Notice of Intent to Submeter the Building
8. Exhibit 8: Energy Efficiency/Conservation Information

## **ADDITIONAL DOCUMENTS**

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

# **EXHIBIT 1**

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

I hereby certify, that LAFAYETTE DEVELOPMENT, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 05/22/2012, and that the Limited Liability Company is existing so far as shown by the records of the Department.



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*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 22nd day of January two  
thousand and fourteen.*

*Anthony Scardino*

*Executive Deputy Secretary of State*

# **EXHIBIT 2**

# MiniCloset-5 Technical Specifications (MC5)



## Metering Specifications

<b>Metered Voltage:</b>	120, 220, 240, 277, 347, 380, 480, 600 Delta or Wye, 50/60 Hz
<b>Current Input:</b>	0.1 Amp or 5 Amp 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: MC#AE-1148</b>	
<b>UL, UL-C File E204142</b>	
<b>IEC Optical Communication Interface (Standard Feature)</b>	

## Additional Features

<b>Pulse Datalogger Module (PDM-12):</b>	Maximum 4 PDM-12 units per MC5 Up to 48 Form A dry contact pulse inputs for water, BTU, gas, other Power supplied by MC5 Pulses can be logged in programmable intervals and will count during power outage
<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 MC5) Min. Pulse Width: Power on: 50 msec, Power off: 500 msec When the MC5 loses power or is disconnected from the PDM, the PDM has the capability to record pulses but the sample rate is reduced. Max. Pulse Rate: Power on: 10 pulses/sec max, Power off: 1 pulse/sec max Peak voltage: 5.5V, Peak current: not applicable Isolation: 2.5kV isolation between pulse output and AC line Max. signal debounce tolerance: 20 msec
<b>Pulse Data Module Encoded (PDME):</b>	Reads Sensus UI-1203 protocol-encoded register Maximum 4 PDME units per MC-5. (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

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

## Shipping Weight & Dimensions

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

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

## QUADLOGIC

# **EXHIBIT 3**



**Quadlogic Controls Corporation**  
 33-00 Northern Blvd.  
 Long Island City, New York 11101

**Account Information**

<b>Name</b>	John Doe
<b>Service Address</b>	Unit 1A
<b>Account #</b>	ABC123
<b>Past Due Balance</b> DUE IMMEDIATELY	\$148.21
<b>Current Due By 12/07/13</b>	\$81.62
<b>Total Due</b>	\$229.83
<b>Amount Paid</b>	\$

LATE FEE OF 1.5% PER MONTH WILL BE APPLIED ON PAST DUE BALANCE

John Doe  
 2239 Adam Clayton Powell Jr. Boulevard  
 New York, NY 10027

Service Addr: 2239 Adam Clayton Powell Jr. Boulevard, New York, NY 10027

Billing Period 09/27/13 - 10/28/13 = 32 Days

<b>Resident Name</b>	<b>Unit</b>	<b>Statement Date</b>	<b>Security Code</b>
John Doe	Unit 1A	11/12/13	000000

<b>Meter Number</b>	<b>Previous Read Date</b>	<b>Previous Read</b>	<b>Current Read Date</b>	<b>Current Read</b>	<b>Usage</b>
123456	09/26/13	2,848.97	10/28/13	3,133.39	284.42

Billing Period	# of Days	Total Usage	Average Usage Per Day
08/28/13 - 09/26/13	30	338.7070	11.2902
08/12/13 - 08/27/13	16	175.6960	10.9810
06/28/13 - 07/24/13	27	367.1060	13.5965
05/30/13 - 06/27/13	29	370.1170	12.7627
04/30/13 - 05/29/13	30	761.5540	25.3851
03/29/13 - 04/29/13	32	483.9810	15.1244

Description	Start Date	End Date	Days	Amount
Supply kWh Charge	09/27/13	10/28/13	32	\$25.84
Merchant function charge	09/27/13	10/28/13	32	\$1.95
GRT & other tax surcharges	09/27/13	10/28/13	32	\$0.67
Basic service charge	09/27/13	10/28/13	32	\$16.81
Delivery kWh charge	09/27/13	10/28/13	32	\$29.49
SBC/RPS charges	09/27/13	10/28/13	32	\$4.19
GRT & other tax surcharges	09/27/13	10/28/13	32	\$2.59
1560 Fulton St Discount (5%)				(\$4.08)
Sales Tax (4.5%)	09/27/13	10/28/13	32	\$3.49
<b>CURRENT CHARGES</b>				<b>\$80.95</b>
<b>PREVIOUS BALANCE</b>				<b>\$148.21</b>
<b>LATE FEE</b>				<b>\$0.67</b>
<b>AMOUNT DUE</b>				<b>\$229.83</b>

**PAYMENT INSTRUCTIONS:**

Make Payments To:  
 METRO GREEN LIGHT ENERGY, LLC  
 c/o Quadlogic Controls Corp.  
 33-00 Northern Blvd. 2nd FL  
 Long Island City, NY 11101

Sign up for Ebills, and View Account Information Online:

Questions about your bill? Please contact Margaret Harris at 212-930-9300 ext 105

# **EXHIBIT 4**



## **NOTIFICATION OF RIGHTS AND PROCEDURES**

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [ ], in Case [ ]: Notice of Intent to Submeter Electricity at 2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027, is a submetered facility. Lafayette Development, LLC (the "Owner") is the owner of this building. The administration of submetering will be performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents will receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact our third-party billing company by telephone at (212) 930-9300 or by mail at Quadlogic Controls Corporation, 33-00 Northern Boulevard, Long Island City, New York 11101. For all other questions/complaints concerning submetering, please contact the Owner through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017. The Owner or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the

Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 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.ny.gov](http://www.dps.ny.gov).

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

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

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

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate

and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

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, Leaf No. 388). 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 the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

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

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

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

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

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

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

**SPECIAL PROTECTIONS  
REGISTRATION FORM**

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

**BRP Management Group  
767 Third Avenue, 33rd Floor  
New York, New York 10017**

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

---

Name

---

Address Apartment

---

Town/City Zip

---

Telephone # Daytime Evening

---

Account Number (as shown on bill)

**I would like to be considered for Special Protections.**

In my household (Check):

- Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- Unit occupant is blind (Legally or Medically)
- Unit occupant has a permanent disability
- Unit occupant has a Medical Hardship (type):

---

- Unit occupant has a Life Support Hardship (type):

---

**I receive government assistance.**

- I receive Public Assistance (PA). My case number is:

- 
- I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

**Please send me more information about:**

- Balanced billing

**To Be Completed by Third Party**

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

---

Caregiver/Agency

---

Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

---

Designee Signature

## **PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES**

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

The Owner and/or its third-party billing company (individually or collectively, the “Owner”) shall process the master invoice received from the utility (*e.g.*, Consolidated Edison Company of New York, Inc.) and note the date it was received.

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

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

### **Step 3: Identify Past Due Accounts**

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

### **Step 4: Negotiation of Deferred Payment Agreement**

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner and the resident will be timely scheduled to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the resident’s financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or mailed to the resident. The contents of that letter will include:

- Appointment date and time.
- A listing of all information that must be provided during the meeting.
- A copy of the *Deferred Payment Agreement Worksheet* that will be used to determine the monthly amount that will be paid under the Deferred Payment Agreement. It is important to remember that the *Deferred Payment Agreement Worksheet* is NOT the Deferred Payment Agreement.

During the meeting, the Owner and the resident will:

- Review the resident’s income, assets and reasonable monthly expenses.
- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident’s financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the Owner expects that the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, the Owner will send the resident the Deferred Payment Agreement for his/her signature.

#### **Step 5: Default of a Deferred Payment Agreement Obligation**

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before the Owner can seek to terminate the resident's electricity. These actions include:

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

#### **Step 6: Final Termination Notice with Executed Deferred Payment Agreement**

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



**Step 7: Review for Special Procedures**

On the same date that a *Final Termination Notice* is sent to a resident, the Owner will review the status of the resident to determine if he/she qualifies for special procedures under HEFPA. If the resident so qualifies, additional steps must be undertaken before the Owner can complete the HEFPA process and seek to terminate the resident's electricity service.

**Step 8: Termination of Electricity Service**

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

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

## **DEFERRED PAYMENT AGREEMENT PACKAGE**

- A. Deferred Billing Agreement Option Offer Letter**
- B. Deferred Payment Agreement Appointment Letter**
- C. Deferred Payment Agreement**
- D. Payment Past Due Reminder Notice**

## A. DEFERRED BILLING AGREEMENT OPTION OFFER LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at (646) 442-1807 for the purpose of discussing your potential right to a Deferred Payment Agreement for the outstanding electricity charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the Management Office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included: one for your signature and return to the Management Office at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017, and one for your records.

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the Management Office within five (5) days.

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

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

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

**OR**

**NO,**  
**I would not like to schedule an appointment to discuss a Deferred Payment Agreement.**

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

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

## B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Payment Agreement Appointment

Dear Resident:

You recently requested an appointment to review your eligibility for a Deferred Payment Agreement for your unpaid electricity charges totaling \$ XX.XX.

We have scheduled your appointment at the Management Office for:

**Date:**

**Time:**

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

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

In accordance with the Home Energy Fair Practices Act, we hereby provide you the following information with respect to your rights and responsibilities regarding the formation of a Deferred Payment Agreement.

- You must provide the designated staff member with reasonable proof of all the applicable income, asset, and expense information noted on the enclosed list. **The information provided to us is for the sole purpose of determining your eligibility for a Deferred Payment Agreement and/or the development of the Deferred Payment Agreement will be maintained in your resident file with the strictest of confidence and will not be released or shared with any other person.**
- The designated staff member must negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances.
- Your payment agreement may not require a deposit.

**CONFIDENTIAL: Deferred Payment Agreement Worksheet**

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

Resident's Name: \_\_\_\_\_

**Monthly Income Calculation**

Income Source:

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

**Avg. Monthly Income:** \_\_\_\_\_

**Asset Calculation:**

Asset Source:

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

**Applicable Monthly Expense:**

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

**Avg. Monthly Income:** \_\_\_\_\_  
**Avg. Expenses:** \_\_\_\_\_  
**Avg. Monthly Disposal Income:** \_\_\_\_\_

**Down payment may be required**

Monthly Payment	_____
Number of Payments	_____
Total Amount Due	_____

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

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

## C. DEFERRED PAYMENT AGREEMENT

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

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

Subject to 16 NYCRR § 11.10 (a-b) of the Home Energy Fair Practices Act (“HEFPA”), the Owner is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with a down payment of \$XX.XX, by MM/DD/YYYY, you will be entering into a payment agreement and, by doing so, will avoid termination of electricity service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Owner may terminate your electricity service. If you do not sign this agreement or pay the total amount due of \$ XX.XX by MM/DD/YYYY, the Owner may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Owner through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017.**

Payment of Outstanding Balance:

**Your current monthly budget amount is: \$ XX.XX (in addition to your current electricity charges). Your monthly payment of your monthly budget amount is due on the DD of each month/the same date that payment for your most current bill is due.**

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

**Yes! I would like Budget Billing:**

Acceptance of Residential Payment Agreement:

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

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

---

**Resident** **Date**

---

**Lafayette Development, LLC** **Date**

## D. PAST DUE REMINDER NOTICE

RESIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
ACCOUNT NO.: \_\_\_\_\_

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

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Lafayette Development, LLC (the “Owner”) through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

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



**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S  
INABILITY TO PAY**

**BRP Management Group  
767 Third Avenue, 33rd Floor  
New York, New York 10017**

Resident: \_\_\_\_\_

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

Account No.: \_\_\_\_\_

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

**BUDGET BILLING PLAN**

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

As set forth below, Lafayette Development, LLC (the "Owner") agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the "Plan").

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

This monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is \_\_\_\_\_ kWh, based on your or the premises' last 12 months of actual consumption.

The Plan shall be subject to regular review for conformity with actual billing. The Owner reserves the right to recalculate the monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay that amount. Your bill will inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a Final Termination Notice pursuant to the Home Energy Fair Practices Act or other collection remedies.

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe the Owner a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

**[ ] Yes! I would like budget billing and agree to the terms of the Plan.**

**Acceptance of Agreement:**

Resident	Date
Lafayette Development, LLC	Date

**Return one signed copy to the Owner through the Management Office by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017, by MM/DD/YYYY.**

**HEFPA QUARTERLY BILLING AGREEMENT**

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Under this plan, Lafayette Development, LLC (the "Owner") agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan ("Plan").

You confirm that you are greater than 62 years old, and that your bills in the preceding 12 months, starting on MM/DD/YYYY and ending on MM/DD/YYYY, did not exceed \$150.

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

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

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

**Acceptance of Agreement:**

_____	_____
<b>Resident</b>	<b>Date</b>
_____	_____
<b>Lafayette Development, LLC</b>	<b>Date</b>

**Return one signed copy to the Owner through the Management Office by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017, by MM/DD/YYYY.**

## **FAILURE TO MAKE PAYMENT NOTICE DATED:**

---

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Dear Resident:

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact Lafayette Development, LLC through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Lafayette Development, LLC

**FINAL TERMINATION NOTICE DATED:**

---

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Dear Resident:

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

If you disagree with the amount owed, you may call or write Lafayette Development, LLC (the "Owner") through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017, or you may contact the Public Service Commission at (800) 342-3377.

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

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

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

Sincerely,

Lafayette Development, LLC

# **EXHIBIT 5**



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



**Submetering Identification Form**

Name of Entity: Lafayette Development, LLC			Corporate Address: 767 Third Avenue, 33rd Floor		
City: New York	State: NY	Zip: 10017	Web Site: None		
Phone: 212-488-1750			Utility Account Number: Not yet available		
Chief Executive: Geoffroi Flournoy			Account Holder Name: Not yet known		
Phone: 212-488-1744			E-mail: gflournoy@brpcompanies.com		
DPS Case Number: Not yet available					

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name: Carrie Reich			Name: Mary Serafy		
Phone: 212-488-1736			Phone: 212-488-1742		
Fax: 212-679-4039			Fax: 212-679-4039		
E-mail: creich@brpcompanies.com			E-mail: mserafy@brpcompanies.com		
Address: 767 Third Avenue, 33rd Floor			Address: 767 Third Avenue, 33rd Floor		
City: New York	State: NY	Zip: 10017	City: New York	State: NY	Zip: 10017

***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: 2239 Adam Clayton Powell Jr. Blvd			Address: 2239 Adam Clayton Powell Jr. Blvd		
City: New York	State: NY	Zip: 10027			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens _ Disabled _			Total # of Units 115		
Rent Stabilized 115	# Rent Controlled 0	# Rent-Regulated 115	# Market Rate 0		
Rental: Y/N Yes	Condo: Y/N No	Co-Op: Y/N No			
# Low Income 23	# Section 8 0	# Landlord Assist Program 0	# Other 0		
Submeter / Billing Agent: Quadlogic Controls Corporation			Address: 33-00 Northern Blvd 2nd Floor		
City: Long Island City	State: NY	Zip: 11101	dev@quadlogic.com		
Contact Name: Dev Etwaroo		Contact Phone: 212-930-9300 x221	Contact Fax: 212-930-9393		

Please return this form within 5 days to:

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

(Rev. 8/12/13)

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

# **EXHIBIT 6**



## Rider to Lease: Submetering

**2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027**

1. The Resident acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility and/or energy services company (individually or collectively, the “distribution utility”) will be the provider of electricity to this building (the Building) and that the Owner will be paying the charges for such electricity directly to this entity or entities (or its successor or successors), the Resident will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate submetered charge that will be billed to the Resident by the Owner or its third-party billing company on a monthly basis. The Resident also acknowledges that, on [ ], 2014, in Case [ ]: Notice of Intent to Submeter Electricity at 2239 Adam Clayton Powell Jr. Boulevard, New York, New York 10027, Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building’s Residents. In the event of non-payment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including but not limited to termination of service, is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Resident’s kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

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

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

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

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

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

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

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

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

<b>Type of Charge</b>	<b>Calculation</b>	<b>Total</b>
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
<b>Subtotal</b>		<b>\$YY.YY</b>
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
<b>New Subtotal</b>		<b>\$YY.YY</b>
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
<b>Resident Cost</b>		<b>\$ZZ.ZZ</b>

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 “P.S.C. No. 10 – Electricity.”

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

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

3. If the Resident has a question about the electric bill or believes it is inaccurate, please contact our third-party electric billing company by telephone at (212) 930-9300 or by mail at Quadlogic Controls Corporation, 33-00 Northern Boulevard, Long Island City, New York 11101. For all other questions/complaints concerning submetering, please contact the Owner through the Management Office by telephone at (646) 442-1807 or by mail at BRP Management Group, 767 Third Avenue, 33rd Floor, New York, New York 10017. The Owner or its third-party billing company shall investigate and respond to the Resident in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Resident shall be advised of the disposition of the complaint and the reason therefore. If the Resident and the Owner cannot reach an equitable agreement and the Resident continues to believe the complaint has not been adequately addressed, then the Resident may file a complaint with the PSC through the Department of Public Service. Alternatively, the Resident may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New

York 12223, by telephone at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

4. The Resident 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 located at NYS Public Service Commission, 90 Church Street, New York, New York 10007, and may be contacted by telephone at (212) 417-2234 or (800) 342-3377, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov). The Resident may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Resident may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Resident shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Resident has difficulty paying the electric bill, you may contact the Owner by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Resident can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
  - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
  - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Resident is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.

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

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**Resident**

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**Owner**

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**Date**

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**Date**

# **EXHIBIT 7**

# Lafayette Development LLC

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767 Third Avenue, 33<sup>rd</sup> Floor • NY, NY 10017 • Tel 212-488-1736 • Fax 212-679-4039 •

May 5, 2014

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 Submeter Electricity at 2239 Adam Clayton Powell Jr.  
Boulevard, New York, New York 10027**

Dear Mr. Desanti:

Please be advised that on May 5, 2014, Lafayette Development, LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

Lafayette Development, LLC

s/ Geoffroi Flournoy

Signature

By: Geoffroi Flournoy, Chief Executive

Name (printed), Title

Lafayette Development, LLC

Company Name

cc: John T McManus, Esq. (*via electronic mail*)  
Kerri Ann Kirschbaum, Esq., Senior Staff Attorney (*via electronic mail*)  
Consolidated Edison Company of New York, Inc.

# **EXHIBIT 8**

## ENERGY SAVING IDEAS

*Conserve Energy. Save Money. Protect the Environment.*

What can you do to lower your electric bill? Quadlogic has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources\*, and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

### LIGHTING

- ❖ Replace ordinary light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- ❖ Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- ❖ Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- ❖ Use lower wattage bulbs whenever you can. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.
- ❖ Replace ordinary switches with motion sensors. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically so you don't light an unoccupied room.

### APPLIANCES

- ❖ Choose Energy Star appliances, which use considerably less energy than other appliances.
- ❖ Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- ❖ Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.
- ❖ Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

### COMPUTER & HOME OFFICE EQUIPMENT

- ❖ Turn your computer off when it is not in use. Much of the energy use associated with computer is wasted because PC's are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.



- ❖ Turn off your display device or monitor. Monitors consume a significant portion of the energy used by PC's.
- ❖ Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- ❖ Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- ❖ Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

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

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

**USEFUL LINKS**

- [www.sears.com](http://www.sears.com)
- [www.circuitcity.com](http://www.circuitcity.com)
- [www.bestbuy.com](http://www.bestbuy.com)
- [www.perichard.com](http://www.perichard.com)
- [www.allcityappliance.com](http://www.allcityappliance.com)

**OTHER HELPFUL HINTS**

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

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