

Rider to Lease: Submetering

66 Main Street, Yonkers, New York, 10701

1. The Tenant acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility or energy services company will be the provider of electricity to this building (the Building) and that Owner will be paying the charges for such electricity directly to this entity (or its successor), the Tenant will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Tenant by Owner (or its agent) on a monthly basis. Tenant also acknowledges that, on December 20, 2007, in Case 07-E-1160–Petition of Main Street Lofts, LLC, to submeter electricity at 66 Main Street, Yonkers, New York, located in the territory of Consolidated Edison Company of New York, Inc., filed in C 26998,¹ the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building’s residential tenants. In the event of non-payment of electric charges, the Owner shall afford the Tenant all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.
2. The electricity rate (cost per kilowatt hour or kWh) charged to tenants is calculated by taking the total dollar value (before sales tax) charged to the Building by the distribution utility (Con Edison) and dividing it by the Building’s kWh total usage. This rate is then multiplied by each tenant’s electric usage for the billing period. A \$4.00 monthly administrative charge is then added to this amount. Finally, sales tax (currently 4.5%) is added to arrive at the total cost for the billing period.

All Con Edison rates by classification are available on its website (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 Tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see 16 NYCRR § 96.6 [j]).

3. If the Tenant has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at (914) 410-9090 or by mail at 66 Main Street, Yonkers, New York 10701. The Owner shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint.

¹ Main Street Lofts, LLC, which was a party to this proceeding, is no longer the owner of this property. Main Street Lofts Yonkers LLC is the current owner of this property.

As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. If the Tenant and the Owner cannot reach an equitable agreement and the Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the PSC through the Department of Public Service. Alternatively, the Tenant may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

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

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

Tenant

Owner

Date

Date