

September 16, 2019

VIA ELECTRONIC FILING

Kathleen H. Burgess  
Secretary  
New York State Public Service Commission  
State of New York  
3 Empire State Plaza  
Albany, NY 12223  
Secretary@dps.ny.gov

Atten: Honorable Kathleen H. Burgess, Secretary of the Commission

Re: Petition to submeter electricity at a building located at 237 Main Street,  
Buffalo, NY 14203

Dear Secretary Burgess,

MSBP 237 Master Tenant, LLC (237) is the owner of the above referenced existing building which will be converted into a mixed-use building. The Building received its certificate of occupancy, is actively marketed for lease and is currently occupied by residential Tenants. 237 submits this petition pursuant to Section §96.3 (b) (2) of the Commission's Rules and Regulations, to provide future sub-metering service for the building mentioned above, which is in the service territory of National Grid located at 144 Kensington Ave, Buffalo, NY 14214.

Formerly known as the Main Seneca Building and now known as The Marin Building, designed by Buffalo architects Green and Wicks and completed in April of 1913 on the corner of Main Street and Seneca Street. It served as the longtime headquarters for Marine Midland Bank. It is now a multi-use building consisting of a palatial banquet hall called the Admiral Room on the ground floor, four floors of Class A commercial office space, sixty-four market rate apartments, and coming soon an upscale restaurant on the basement vault. The building heat system is a water heat pump system with natural gas boilers located on the 17<sup>th</sup> floor that feed individual heat pumped located within each apartment.

237's sub-metering plan satisfies the requirements of 16 NYCRR § 96.3 (a). Accordingly, we respectfully request that the Commission approve this petition to sub meter.

We submit the following as per 16 NYCRR § 96.5 for this project:

1. **Submetering Plan:** MSBP 237 Master Tenant, LLC has been committed to economic savings through energy reduction and energy management. Submetering is part of a larger initiative which includes common area and in unit LED lighting exchange and balance of heating system.
2. **Economic Advantages of Submetering over direct utility metering.** MSBP 237 MT, LLC submetering plan is expected to deliver economic advantages to direct utility metering by reducing utility billing fees associated with each individual apartment and provide Tenants with historical records of usage/analysis to target smart energy savings.
3. **Description of Submetering System Installed.** Applicant will utilize Power Meter PM-2104-3 designed by Intech 21, Inc. This sub-meter was approved by the Commission for use in indoor multi-family submetering applications on May 21st, 2014. The PM-2104-3 complies with ANSI C12.1 2008 specifications. The meter measures usage in real power (VA, VAR, kW), and real energy (VA, VAR, kWh). Product sheets for the submetering system are attached to this Notice of Intent as **Exhibit 1**.
4. **Methodology for Calculating Rates:** All apartments shall be billed at the National Grid Utilities Company applicable rate for a billing period, plus applicable taxes.

National Grid's Service Classification Rate is a combination of various items, including but not limited to:

- a. **Basic Service Charge:** This charge covers the costs for meter reading, billing, equipment, and maintenance. It is the same regardless of how much energy is used during the billing period.
- b. **Delivery Charge:** This Charge is for transporting electricity across the distribution system to a resident's apartment and varies based on the kWhs consumed.

The average rate calculation is derived by taking the total dollar cost charged to the building by National Grid Utilities Company (National Grid) 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.

All National Grid rates by classification are available on its website (<https://www.nationalgridus.com/Upstate-NY-Home/Rates/Service-Rates>)

under Service Rates.

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

The Owner (or its agent) will read the meters and generate monthly bills based on actual consumption of each unit apartment renter. The meter reading data and billing calculations will be documented and maintained by Priam Property Management, LLC.

A pass-thru cost method will be utilized for this project. A Sample Bill is provided in **Exhibit 2**.

5. **Statement on Submetering System Capability to individually terminate electricity from each unit.**

Pursuant to NYCRR §96.6(b)5, the submeters or related equipment will allow for termination of submetered electric service to individual units in the event that termination of such service is consistent with the requirements of HEFPA.

6. **Complaint Procedures, Tenant Protections and HEFPA Compliance Plan:** The Applicant, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds, provided that the submeterer has such contact information for such resident, shall be included in plain language in all leases or agreements governing the submetered premises. A sample of the expected tenant lease addendum has been provided. It can be found in **Exhibit 4**.

237 will identify to each tenant that the tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the tenant notification shall specify the following:

- a. Complaint Procedures
- b. Tenant Protections
- c. Enforcement Actions

The above items will be incorporated into each residential tenant's lease.

When the tenant has a question about electric bill or believes their electric bill is inaccurate, they have the rights under the Home Energy Fair Practices Act (HEFPA) to file a complaint. 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; or a representative of the property manager, shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. The Property Management: **Priam Property Management can be contacted at 237 Main Street, Suite 300, Buffalo, NY 14203.** If the tenant and the property manager 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 Public Service Commission through the Department of Public Service. Alternatively, 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 1-800-342-377, 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 HEFPA implementation plan for the Building can be found in **Exhibit 4.**

The billing process will be performed by Priam Property Management or another firm under contract with 237. Each tenant shall receive a monthly invoice which will include the following:

- d. The start date of the billing cycle.
- e. The meter reading on that start date.
- f. The end date of the billing cycle.
- g. The meter reading for that end date.
- h. The total kWh consumed in the billing period.
- i. The name and phone number to contact should there be any questions.
- j. An individual account number for each tenant which will appear on the monthly bill.
- k. An administrative charge of \$XX.XX

Any submetering refunds will be credited to the submetered tenants affected by the submeterer's actions that led to such refunds provided that the contact information for such resident is available.

7. **Submetering Identification Form:** The Building does not utilize electric heat and thus will not be subject to the requirements set forth in 16 NYCRR 96.5 for submetering approval. The Submeter ID Form can be found in **Exhibit 8.**
8. **Description of Method used to back out electric charges from rent:** Since the Building will be submetered prior to lease out of apartment units there will be no electric charges for the Applicant to back out of rent.

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

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

10. **Proof of Service that this Petition was sent to the local utility company:** Proof of service that this note was sent to National Grid Utilities Company of New York notifying them that electric submeters are being installed can be found in **Exhibit 7**.

11. **Documentation regarding refrigerators in all rental dwelling units:** All refrigerators and other appliances in the rental units will be new upon the initial occupancy of the building.

12. **Description of the electric energy efficiency measures that have been or will be installed:** As noted above, MSBP 237 MT, LLC has been committed to economic savings through energy reduction through energy engagement software and LED lighting exchange for Tenants. The Ownership group continues to evaluate opportunities to return value to shareholders through cost effective energy efficiency measures.

13. **Description of the information and education programs on how to reduce electricity consumption:** The proposed billing service will have track consumption to give historical perspective. In addition, building management will post Energy Saving Tips from NYSERDA's website within Common Areas. Prior to occupancy, each Tenant will be provided with certain energy-efficiency and conservation information. This information can be found on **Exhibit 9**.

14. **Letter Notifying Residents of Intent to Submeter with Affidavit:** See attached rider notification of Intent to Submeter Affidavit.

For all the reasons within this Letter of Intent, Applicant's submetering plan satisfies the requirements of 16 NYCRR 96.3 and is consistent with the provision of safe and adequate service to tenants. Accordingly, the Applicant respectfully requests that the Commission approve this Notice of Intent to Submeter.

If you have any question regarding this Notice, please do not hesitate to contact John Pastore of MSBP 237 Master Tenant, LLC. John Pastore can be reached at 716-580-3136 Ext. 109.

[Signature page follows]

Sincerely,

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By: \_\_\_\_\_  
Name (Printed), Title

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Company Name

Enclosures

**EXHIBIT 1**  
**METERING PRODUCT CUT SHEETS**

# Power Meter PM-2104-3

## User Manual

### 1. Overview

Power Meter PM-2104-3 v6 is designed by Intech 21, Inc. for the purpose of accurate metering of electrical power, voltage, consumed active energy, and demand in a two- or three-phase power distribution system, particularly in apartment or commercial buildings. The Power Meter designed to meet the .5% accuracy class requirements in accordance with ANSI C12.1 & ANSI C12.20.

The PM2104-3 (PM) is a multifunctional device featuring configurable electrical energy meter, two configurable isolated input/output channels, a choice of temperature sensors, built-in radio communication interface, LCD display and LED annunciators. External extension boards provide additional functionality.

The PM can be configured to work with different types of Current Transformers. This feature allows to measure electrical currents in the wide range: from tens milliamperes to thousands amperes, depending on application (e.g. apartment meter 100A, commercial space meter 800A and the building master meter 10.000A).

Each of two multipurpose I/O channels can be configured independently to perform one of the following functions:

#### Digital Output:

- Temperature Control Output: Thermostat Heater/Cooler, Day/Night Settings. The Thermostat function can be disabled allowing remote Direct Load Control.
- Curtailment Program: Programmable Load Curtailment or Direct Load Control outputs for Demand Management.
- Pulse Output. A dry-contact with programmable pulses/kWh rate.

#### Digital Input:

- Monitors digital inputs: Smoke Detector, Tamper Switch.
- Pulse Counter Input. Counts pulses from external standard Gas, Water, BTU and similar meters with dry-contact or active outputs.

Up to two external temperature sensors can be connected to the PM. Customer has a choice of daisy-chained wired sensors (up to 100ft), attached wireless Intech21 sensors, internal sensor, or their combination. The temperature sensors can be used for automatic Thermostat operations and/or supplying information to a Building Monitoring and Control System for more efficient heating/cooling control.

Extension Relay Board PM2104-3-RB has five relay outputs and provides a set of standard commercial thermostat configurations (e.g. fan control, two stages cooling, and two stages heating). The board needs 24VAC power. The board should be placed on the common line with the wired temperature sensors to be controlled by the Power Meter. Up to two dry-contact sensors can be connected to the board (push buttons, alarm detectors etc).

Embedded Radio Communication Device is configured as a Wireless Network Node, allowing the Power Meter to participate in the Intech21 Wireless Control Network.

The Wireless Control Network is designed to simplify deployment and reduce cost of installation of the Building Monitoring and Control System, which standard operation is to perform a variety of Data Acquisition and Control functions, e.g. Power Meter reading, Smoke Detector monitoring, Temperature Sensor reading, Electrical Heating/Cooling control, and operating the Electrical Power Load Control devices for power savings etc. The system is WEB-enabled, with the purpose of easy user access via the Internet to the building's real-time data as well as to the information stored in the Central Database.

As the Wireless Network has self-configuring self-healing features with an intrinsic structural hierarchical organization, the network units do not require hardware preprogramming prior to or during installation and the units are easily interchangeable, which reduces the possibility of installation errors by personnel.

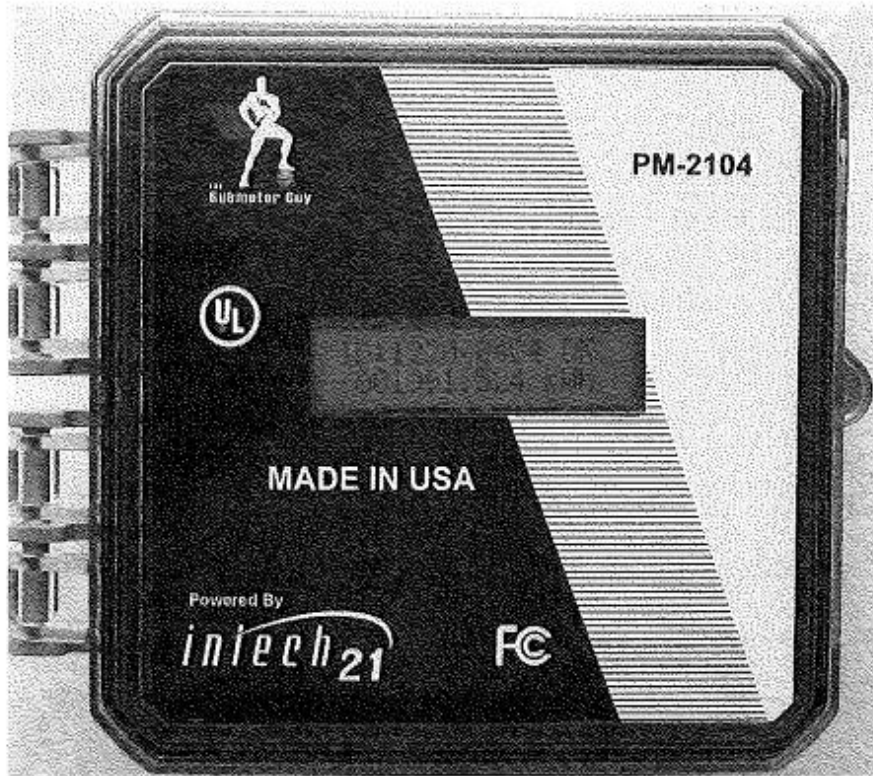
If there is an existing local Energy Management System provided by Intech 21, Inc., the PM-2104 meter will automatically register itself using the wireless mesh network after it is installed.

The Energy Management System is WEB-enabled, with the purpose of easy user access via the Internet to the building's or individual apartment's real-time data as well as to the historical information stored in the Central Database. The user, the property manager will have secure access to the entire system. The individual tenants will have secure access to their apartments only.

The Wireless Network operates in 902-928MHz frequency band dedicated for non-licensed Industrial Scientific Medical (ISM) applications in the USA. Versions for other frequency bands are also available.

The Power Meter's LCD display shows measured real-time data and capable of displaying text messages provided by the System, e.g. billing information to the tenants. The LCD backlight can be turned on/off remotely to attract attention to a new message.

Green, Yellow, and Red LED annunciators on the PM's front panel are remotely controlled. Each of the LEDs can be independently set to Off, Steady On, or Blinking state. This feature can be used to announce special conditions (e.g. the cost of electricity at the moment (TOU): high [red], medium [yellow] and green [low]).



## 2. Specifications

Power Meter Type (Configurable)	Solid-State Meter with External Current Transformers: <ul style="list-style-type: none"> <li>• Three-Phase Four Wire, Three-Element meter</li> <li>• Two-Phase Three Wire, Two-Element meter</li> </ul>
Baseline Standards and Approvals	ANSI C12.1, ANSI C12.16, ANSI C12.20, UL3111-1, UL 61010-1 release 3, CSA22.2 No. 1010-1, UL Listed Power Meter 36NB; FCC part 15, class B.
Voltage and Frequency Rating	120 V, 60 Hz
Test Current for Base Configuration	15 A RMS
Voltage Input Configurations	<ul style="list-style-type: none"> <li>• Three-phase, 4-wire: Line A, Line B, Line C and Neutral</li> <li>• Two-phase, 3-wire: Line A, Line B and Neutral</li> </ul>
Voltage Input	120 V RMS +30%, -50%
Transient Overvoltages	Connection type: 20AWG to 16AWG wires, color coded According to ANSI standard INSTALLATION CATEGORIES II

Current Inputs (Configurable)	<ul style="list-style-type: none"> <li>• 100 A RMS max per element. External Current Transformers, choice of 2000:1 or 1000:1</li> <li>• 200 A RMS to 10,000 A RMS. External Standard Current Transformers 5A secondary. Intech21 CT interface board PM2104-3TB must be used.</li> </ul> <p>Connection: two wires per phase, color coded</p>
Load Power Factor	-0.5 to +0.5
Measured Parameters	<ul style="list-style-type: none"> <li>• Accumulated Active Energy in the range from: 000000.000 kWh to 999999.999 kWh for 100A configuration 00000000.0 kWh to 99,999,999.9 kWh for 200A and higher</li> <li>• Lines A,B(C) Voltage in the range from 0 V RMS to 255 V RMS</li> <li>• Lines A,B(C) Active Power in the range from 0 W to 2000 kW</li> <li>• Temperatures in the range: 13°F to 185°F (-10°C to +85°C). Accuracy: ±0.5°F (±0.25°C)</li> </ul>
Energy Measurement Accuracy	<0.2% at Test Current (Active Load), other Loads in accordance with ANSI C12.1 & C12.20
Internal Temperature Sensor	Digital. Accuracy ±0.5°F.
External Wired Temperature Sensors	Up to two Digital Sensors on common 2-wire bus. Wire length up to 100 ft. Accuracy ±0.5°F. Connection: two wires, color coded
External Wireless Sensors	Up to two Intech21 Wireless Temperature Sensors TS2100 (powered from 120VAC mains) and/or TS2100B (battery powered). Must be logically attached to the particular PM. Provides temperature data directly to the PM regardless the Wireless Network presence and state.
Extension Relay Board PM2104-3-RB	<ul style="list-style-type: none"> <li>• Five relay outputs 5A 250VAC</li> <li>• Two dry-contact inputs</li> <li>• Digital communications interface compatible with the 2-wire bus of the External Wired Temperature Sensors</li> <li>• Standard Commercial Thermostat contacts: G, Y1, Y2, W1, W2, R, C</li> <li>• Status LEDs</li> <li>• 24VAC powered</li> </ul>
Data Retention	During a Power Outage the Measured Energy and Settings are stored in EEPROM
Power Consumption	<0.6W (<0.9VA)
Display	LCD alphanumeric display 16x2 characters with optional remotely controlled backlight. Displays Measured Parameters, status information and text messages.
LED Annunciators	Red, Yellow, and Green LEDs on the PM's front panel. Independently remote-controlled. States: On, Off, Blink.
Wireless Interface	Built-In Wireless Network Communication Device. ISM License-Free Frequency Band: 902 MHz - 928 MHz This device contains transmitter module with FCC ID: P8A-I21RU4. RF Transmitted Power: <0dBm
Control Channels' Outputs (Configurable)	Two normally opened solid state relays (dry contacts equivalent). Rating 300V, 40mA. Connection: two wires, color-coded
Control Channels' Pulse Counter Inputs (Configurable)	Two optically isolated inputs. ON voltage: 5VDC to 26VDC Connection: two wires, color-coded

Isolated General Purpose Power Supply	10VDC, 40mA. Can be used e.g. for the Pulse Inputs powering.
Size	5 x 5.7 x 1.4 inches
Weight	< 10 oz
Environmental Conditions	<ul style="list-style-type: none"><li>• Indoors use.</li><li>• Placement: Power Distribution Panel, Wall-Mount, Flush-Mount</li><li>• Temperature Range: 0°C to +50°C</li><li>• Altitude up to 2000m</li><li>• Maximum relative humidity 95% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C</li><li>• POLLUTION DEGREE 2 in accordance with IEC664</li></ul>

### 3. PM2104-3 Installation

The Power Meter can be installed inside a power distribution panel or wall-mounted by a qualified technician.

After being energized the Power Meter needs no maintenance. Following examples illustrate installation steps for the most common PM configurations. Make sure the Power Meter works properly after installation (see Intech21 Document "PM2104-3 v6 Installation Mistakes").

#### 3.1 Two-phase installation (100A configuration)

1. Switch off all circuit breakers in the panel.
2. Put on the external current transformers (CTA and CTB on Fig 2) on the power line cables.
3. Remove the lid of the Power Meter's junction compartment.
4. Pull the Current Transformers' and three AWG18 wires (White, Black, Blue) through the 1/2" conduit. Insert and secure fitting of the conduit in the backside opening of the PM's junction compartment.
5. Secure the Power Meter using the mounting holes located inside the junction compartment.
6. Connect the current transformer wires (twisted pairs) to the appropriate current sensor wires of the Power Meter: AWG18 black-white pair for CTA, AWG18 orange-blue pair for CTB.
7. Connect White, Black, Blue wires to the corresponding Power Meter's voltage input wires.
8. Put the wires inside the junction compartment and cover it with the lid.
9. Connect wires in the panel: White to Neutral, Black to the Line A voltage through the 3A in-line fuse, Blue to the Line B voltage through the 2A in-line fuse.
10. Turn on the circuit breakers.

**EXHIBIT 2**  
**Sample Tenant Bill**

MSBP 237 Master Tenant, LLC  
c/o Priam Enterprises  
237 Main St., Suite 300  
Buffalo, NY 14203  
(716) 580-3136

Thursday, September 12, 2019

Tenant Name  
Tenant Unit  
237 Main Street  
Buffalo, NY 14203

Electrical Charges as Metered:

Start Date:

End Date:

The Total Electric Bill for the Month:

Total Building Electric Bill:	\$ 17,000.00
Constellation:	\$ 10,000.00
National Grid:	\$ 7,000.00
Building KWH Usage for Period:	358,000
Unit Charge	\$ 0.04749
Tenant KWH Usage:	430.4563
Tenant Electrical Bill:	\$ 20.44

Please make checks payable to MSBP 237 Master Tenant, LLC.

Very Truly Yours,

John Pastore, MRED  
Asset Manager  
(716) 580-3135 Ext. 109  
johnpastore@priamllc.com

**EXHIBIT 3**  
**PROPOSED ELECTRICAL LEASE**

# ELECTRICAL LEASE ADDENDUM

This UTILITIES AGREEMENT is an addendum to, and forms a part of, the Lease dated «lease\_start\_date» for the Apartment known as 237 Main Street, **Apartment # \_\_\_\_\_** Buffalo, NY 14203, between the Parties whose signatures appear below. During the Term of this Lease, the Tenant is financially responsible for any of the following utilities and services that are not provided by Landlord, collectively referred to as the ‘Utilities’.

Landlord and Tenant agree that:

1. Tenant’s monthly rent under the Lease does not include a charge for Utilities. Instead, for the Utilities, Tenant shall pay that amount stated in a separate bill received by Tenant from the billing service provider. The Tenant may obtain Electric from one or more service providers that provide services to the apartment community.
2. The Tenant shall have the applicable Utilities account(s) placed in Tenant’s Name directly with the utility supplier.
3. Landlord has designated MSBP 237 Master Tenant, LLC c/o Priam Property Management as its billing service provider for Electricity charges. Electric charges shall be based on the actual electricity used as recorded by the sub-meter for the Apartment, and other charges as assessed for the Apartment by the electricity, authority or other governing authority. The billing service provider will charge administrative fees for its billing services to the Tenant, which may also include set-up and termination fees, and other charges. Initial and final bill may be based on an estimate.
4. Regarding late payments, any such occurrences will refer to the HEFPA Late Payment Procedures. The Tenant will be subject to a one-time or continuing late payment charge on the unpaid balance of any bill for service provided the bill clearly shows the amount billed.
5. Tenants on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer’s periodic receipt of income without such customers incurring late payment charges provided that the offer may prescribe a late payment charge where payment is not made within 20 days of the scheduled due date.
6. When Tenant vacates the Apartment, all charges for the Utilities must be paid through the financial responsibility date per the Lease Agreement. Tenant shall be held liable for all unpaid charges the same as if charges were rent.

7. Tenant understands and agrees that continued occupancy of the Apartment when electricity services have been discontinued is hazardous. Tenant agrees not to terminate, cut off, interrupt, interfere with or discontinue supplying electricity services to the Apartment. Tenant shall not tamper with, adjust or disconnect any utility sub-metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Landlord to exercise all remedies available under the Lease.

**SIGNATURES, EFFECTIVE DATE** Landlord and Tenant have signed this Lease as of the date below. It is effective when signed by both parties.

This Lease Agreement may be executed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

**Faxed, scanned or electronic signatures shall be deemed the same as original signatures.**

**TENANT:**

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**DATE:**

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**LANDLORD:**

**«owner\_name»**

**EXHIBIT 4**  
**MSBP 237 MASTER TENANT LLC**  
**HEFPA PLAN**

## **HEFPA IMPLEMENTATION PLAN**

MSBP 237 Master Tenant, LLC  
237 Main Street, Suite 300  
Buffalo, New York 14203

- 1) Notification of Rights and Procedures
- 2) Special Protections Registration Form
- 3) Procedure to Pursue Collection of Utility Charges
- 4) Deferred Payment Agreement Package
- 5) Budget Billing Agreement
- 6) Late Payment Procedures
- 7) Complaint Resolution Plan
- 8) Termination of Electric Service Plan
- 9) Disclosure Statement

**ATTACHMENT 1:  
Notification of Rights and Procedures**

## **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 237 Main Street, Buffalo, NY 14203 Located in the Upstate New York service area of National Grid US, (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 237 Main Street, Buffalo, NY 14203 is a submetered facility. MSBP 237 Master Tenant, LLC (the "Owner") is the owner of this building. The administration of submetering is 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 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 or complaints concerning your electricity bill, please contact the Owner through the Property Management Company, Priam Enterprises, by telephone number (716) 580-3136 or at 237 Main Street, Buffalo, NY 14203.

The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason, therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 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 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 Español. Para solicitar informacion en Español, por favor contacte a un representante marcado.

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 National Grid US 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 see if you qualify 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, signed by both the submeterer and customer. If you can demonstrate to the Owner a 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, please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

**ATTACHMENT 2**  
**Special Protections Registration Form**

**SPECIAL PROTECTIONS REGISTRATION FORM**

Please complete this form if any of the following applies. Return this form to:  
MSBP 237 Master Tenant, LLC located at 237 Main Street, Suite 300, Buffalo, NY  
14203

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Apartment

\_\_\_\_\_  
Town/ City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
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.

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Caregiver/Agency

---

Address

Apartment

---

Town/City

State

Zip

---

Telephone #

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Designee Signature

**ATTACHMENT 3**  
**Procedure to Pursue Collection of Utility Charges**

## **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 (Consolidated Edison Company of New York, Inc.) and/or energy services company 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. Payment is due within five (5) days of the first of each month. Late charges may be applied if payment is not received within twenty (20) days of the date payment is due.

### **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. Eligible residents will be offered the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such eligible 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 or 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 can 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 Full Payment and a Final Termination Notice along with

copies of the Notification of Rights and Procedures and Special Protections Form.

**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, which must include a copy of the Notification of Rights and Procedures and Special Protections Form. Additionally, the Owner will send two executed Deferred Payment Agreements at this time. Since the resident did not participate in a negotiation, the Owner may insert a reasonable amount for monthly payment.

**Step 7: Review for Special Protections**

On or about the date that a Final Termination Notice is sent to a resident, the Owner will review the status of the resident to determine if he or she qualifies for special protections 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 followed these procedures, the Owner may terminate such resident's electricity service. If special protections apply, the Owner may have to take additional steps before service may be terminated and may not be allowed to terminate service in some circumstances. The Owner should advise residents that bills, and notices can be prepared in both English and another language, if a resident desires.

# **ATTACHMENT 4**

## **Deferred Payment Agreement Package**

A. Deferred Payment Agreement

B. Asset Evaluation Form

C. Past Due Reminder Notice

D. Demand for Full Payment

# Residential Deferred Payment Agreement

Customer's Name: \_\_\_\_\_

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

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

The total amount owed to MSBP 237 Master Tenant, LLC for this account as of MM/DD/ YYYY is \$XX.XX.

MSBP 237 Master Tenant 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, to 791 Washington Street LLC may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, to 791 Washington Street 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 the Priam Property Management Office at 716-580-3136.**

## 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's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This agreement has been accepted by MSBP 237 Master Tenant, LLC. If you and 237 Master Tenant, LLC cannot negotiate a payment agreement, or if you need 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 contract may be terminated and MSBP 237 Master Tenant, LLC may pursue suspension of your electric service.

Please return the completed document to MSBP 237 Master Tenant, LLC, c/o Priam Enterprises, LLC, 237 Main Street, Suite 300, Buffalo, NY 14203.

# Asset Evaluation Form

## CONFIDENTIAL:

Unit Owner's Name: \_\_\_\_\_

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

1. Employer Name, Address and Phone Number:

\_\_\_\_\_

2. What is your monthly income?

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

6. What is your monthly mortgage or rent payment: \_\_\_\_\_

\_\_\_\_\_

7. List other assets (i.e., Stocks and Bonds): \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

9. Identify all other monthly expenditures by amount:

Food Expenses	\$ _____
Medical Expenses	\$ _____
Telephone Bills	\$ _____
Utility Bills	\$ _____
Mandatory Loan/Credit Card Payments	\$ _____
Other	\$ _____

**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.

# Past Due Reminder Notice

**Customer's Name:** \_\_\_\_\_

**Premise Address:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

On MM/DD/YYYY, you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX, in addition to your current charges, in order to avoid MSBP 237 Master Tenant, LLC exercising its right to terminate your electric 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 contract with us.

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 716-667-1234 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 service office.

The total amount owed to MSBP 237 Master Tenant, LLC for this account as of MM/DD/YYYY is \$XX.XX.

MSBP 237 Master Tenant, LLC  
c/o Priam Enterprises  
237 Main St., Suite 300  
Buffalo, New York 14203

**DEMAND FOR FULL PAYMENT**

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 such, MSBP 237 Master Tenant, LLC (the “Owner”) now makes this demand for full payment of the total amount owed, \$XX.XX, and provides you with a Final Termination Notice, enclosed herewith.

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 the Owner through the property manager by telephone at (716) 580-3136 because a new payment agreement may be available.

Assistance to pay utility bills may be available to certain eligible residents from your local social services office, which is the Department of Human Resources Administration (“DHRA”). DHRA can be reached by telephone at (800) 692-0557, or by visiting its Manhattan office at 122 East 124th Street, New York, New York 10035.

Before DHRA will provide aid, a customer must generally provide the Owner with information showing assets, income, and expenses to evaluate whether the customer is entitled to a new payment agreement. If you would like to provide the Owner with this information, please contact the property manager, Priam Property Management, by telephone number (716) 580-3136 or at the main office at 237 Main Street, Suite 300, Buffalo, NY 14203.

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

MSBP 237 Master Tenant, LLC  
237 Main Street, Suite 300  
Buffalo, NY 14203

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Resident:

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Address:

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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.

**ATTACHMENT 5**  
**Budget Billing Agreement**

# Budget Billing Plan ("Plan")

**Customer's Name:** \_\_\_\_\_

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

**Account#:** \_\_\_\_\_

Under this Plan, MSBP 237 Master Tenant, LLC is to provide services in return for your agreement to make payments according to the terms of this Plan.

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

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption, by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is \_\_\_\_\_ 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 Plan shall be subject to regular review for conformity with actual billings. MSBP 237 Master Tenant, LLC reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. MSBP 237 Master Tenant, LLC reserves the right to recalculate your budget billing account monthly.

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, MSBP 237 Master Tenant, LLC reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan.

In the last month of the Plan, MSBP 237 Master Tenant, LLC will sum up your account based on a comparison of the 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 MSBP 237 Master Tenant, 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**

## **Acceptance of Agreement**

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return one signed copy to the Priam Property Management Office, 237 Main Street., Suite 300, Buffalo, New York 14203 by MM/DD/YYYY.

# HEFPA Quarterly Billing Plans ("Plan")

**Customer's Name:** \_\_\_\_\_

**Premise Address:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Under this plan, MSBP 237 Master Tenant, LLC agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, MSBP 237 Master Tenant, LLC reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan.

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

**Customer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Return one signed copy to the MSBP 237 Master Tenant, LLC Property Management Office c/o Priam Property Management, 237 Main Street, Suite 300, Buffalo, NY 14203 by MM/DD/YY.**

**ATTACHMENT 6**  
**Late Payment Procedure**

## **Late Payment Procedures**

MSBP 237 Master Tenant, LLC reserves the right to charge a late payment fee. The late payment fee shall be consistent with the MSBP 237 Master Tenant, LLC policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Tenants. The invoice to each Tenant will provide the following:

1. The amount billed
2. Late payment charge, if applicable, for past unpaid bills
3. Due date for payment after which a late payment charge will be applicable

All charges for late payments will not be imposed for a minimum of 30 days beyond a bill payment date.

If 30 days have passed since a bill payment was due and the Tenant has not paid the bill, MSBP 237 Master Tenant, LLC may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before MSBP 237 Master Tenant, LLC or the Public Service Commission.

**FAILURE TO MAKE PAYMENT NOTICE DATED:**

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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 the Property Management Office, by telephone number (716) 580-3136 or at 237 Main Street, Suite 300, Buffalo, NY 14203. Please contact us if you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control or you or anyone in your household meets any of the following conditions: medical emergency; elderly, blind or disabled.

Sincerely,

MSBP 237 Master Tenant, 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 MSBP 237 Master Tenant, LLC c/o Priam Enterprises by telephone number (716) 580-3136 or at 237 Main Street, Suite 300, Buffalo, NY 14203, 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,

MSBP 237 Master Tenant, LLC

Enclosures: Notification of Rights and Procedures Special Protections Form

# **ATTACHMENT 7**

## **Complaint Resolution Plan**

## **Complaint Resolution Plan**

Regarding the resolution of complaints involving electric service, the Tenant shall first present to the managing agent or representative, a complaint which may be in letter form or telephone call, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing within ten days of the receipt of the complaint. The managing agent intends to utilize the submetering company and/or its submetering consultant, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reasons, therefore.

If the complainant is dissatisfied with the managing agent's or representative's response, he or she may request a review of said determination by filing a written or verbal protest within fourteen days from the date of the response to the managing agent or representative. No form of protest is required.

The complainant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or 90 Church Street, New York, New York 10007 or call their toll-free HELP Hotline at 1 (800) 342-3377, access their website at [www.dps.state.ny.us](http://www.dps.state.ny.us) and file a complaint. The website can be accessed for any information on HEFPA.

**ATTACHMENT 8**  
**Disclosure Statement**

MSBP 237 Master Tenant, LLC certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for MSBP 237 Master Tenant, LLC.

All apartments shall be billed at the National Grid applicable rate. The charges to any tenant shall never exceed the National Grid applicable rate.

Each submeter will be read monthly and each Tenant will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and total amount due.

**EXHIBIT 5:**  
**RIDER TO GOVERNING DOCUMENTS:**  
**SUBMETERING**

**RIDER TO GOVERNING DOCUMENTS: SUBMETERING**

**237 Main Street, Suite 300, Buffalo, NY 14203**

1. The Resident acknowledges that while National Grid US company of New York, Inc. (“National Grid”) or another local utility, and/or energy services company, and/or distributed energy resource(s) (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 the distribution utility (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 agent) on a monthly basis. The Resident also acknowledges that, on Month/Date/Year TBD in Case TBD - Notice of Intent to Submeter Electricity at 237 Main Street, Buffalo, NY 14203, located in the Upstate New York territory of National Grid US. The New York 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. All apartments shall be billed at the National Grid Utilities Company applicable rate for a billing period, plus applicable taxes.

National Grid’s Service Classification Rate is a combination of various items, including but not limited to:

- a. Basic Service Charge: This charge covers the costs for meter reading, billing, equipment, and maintenance. It is the same regardless of how much energy is used during the billing period.
- b. Delivery Charge: This Charge is for transporting electricity across the distribution system to a resident’s apartment and varies based on the kWhs consumed.

The average rate calculation is derived by taking the total dollar cost charged to the building by National Grid Utilities Company (National Grid) 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.

All National Grid rates by classification are available on its website (<https://www.nationalgridus.com/Upstate-NY-Home/Rates/Service-Rates>) under Service Rates.

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

The Owner (or its agent) will read the meters and generate monthly bills based on actual

consumption of each unit apartment renter. The meter reading data and billing calculations will be documented and maintained by Priam Property Management, LLC.

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

Unit owner should submit the complaint to the property manager of the building, including the action or relief requested and/or the reason for a complaint about a sub metering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. The Property Manager, Priam Property Management, can be contacted by telephone at (716) 580-3136, or at 237 Main Street, Suite 300, Buffalo, NY 14203.

If the unit owner and the property manager cannot reach an equitable agreement and the unit owner continues to believe the complaint has not been adequately addressed, then the unit owner may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, unit owner may contact the Department of Public Service at any time concerning sub metered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1.800.342.3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the internet at [www.dps.ny.gov](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 at: NYS Public Service Commission. 90 Church Street, New York, NY 10007, (212) 417-2234, (800) 342-3377, [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:

- i. Medical Emergencies. You must provide medical certificate from a doctor or local board of health.
  - ii. 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 electric 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 always agrees that 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 agent) 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 the Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Resident, nor shall any such failure relieve or excuse the Resident from having to pay such bill, except as may otherwise be provided by applicable law.

16. It is a substantial and material default of the Resident's covenants and obligations under the lease if, after a complaint is satisfactorily resolved in accordance with the Resident's rights afforded by HEFPA, the resident refuses to pay the electrical charges. Accordingly, Owner shall be entitled to exercise all rights and remedies at law or in equity.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EXHIBIT 6:**

## **Notification of Intent to Submeter Affidavit**

# MEMORANDUM

**Date:** 8/27/2019

**To:** All Residents of 237 Main Street, The Marin

**From:** MSBP 237 MT, LLC C/O Priam Property Management

**Re:** Notice of Intent to Submeter

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Dear Residents of 237 Main Street, The Marin,

This is an official notification of MSBP 237 MT, LLC intent to submeter electricity.

What is Submetering?

Submetering allows multi-tenant properties like ours to measure and bill tenants for individual electrical usage.

Why Submeter?

1. Reduced utility billing fees associated with each individual apartment
2. Access to real time data to help optimize energy use and target ways to save
3. Accurate, consistent energy monitoring

How will submetering work for me?

The electricity will function exactly as it does now, however, bills will come from MSBP 237 MT, LLC and not National Grid. Charges will be based on each unit's electrical usage. Gas Bills will not be affected

## The Process and Your Rights:

In conjunction with the Notice of Intent, MSBP 237 MT, LLC, has filed a petition for submetering with the New York State Public Service Commission (PSC) upon publication of Petition to Submeter in the State Register, MSBP 237 MT, LLC will notify current residents individually that the Commission has commenced a proceeding and how they may submit comments to the Department of Public Service within the State Administrative Procedure Act comment Period.

A copy of the filing, including all contents of the Notice of Intent to Submeter pursuant to PSC law 96.5, shall be located at the Priam Property Management main office. Additionally a copy of the Notice and all information that is required by the PSC can be requested by residents at any time by contacting the building manager John Pastore by email [JohnPastore@Priamllc.com](mailto:JohnPastore@Priamllc.com) or by phone at (716) 580-3136.

Following approval for submetering, a notification will be sent to all residents individually no less than two months prior to the actual commencement of the billing for submetered electric service. This notice shall include: (1) a statement indicating that prospective residents will be notified prior to signing a lease or purchase agreement that electricity will be supplied on a submetered basis and that residents will be responsible for electric charges; (2) a copy of the annual notice used or to be used for compliance with PSL 44, which summarizes the residents HEFPA rights and responsibilities, including complaint handling procedures; and (3) the precise manner in which submetered residents may contact the NYS Department of Public Service Office of Consumer Services.

If you have any questions, please do not hesitate to contact Building Manager John Pastore.

**EXHIBIT 7:**  
**Letter to National Grid Utilities Company  
of New York**

# **MSBP 237 Master Tenant, LLC**

c/o Priam Enterprises, LLC  
237 Main Street, Suite 300  
Buffalo, NY 14203  
Tel: 716-580-3136

Aug. 30, 2019

National Grid Utilities Company  
144 Kensington Avenue  
Buffalo, New York 14214

Atten: Ms. Deborah M. Sullivan

Ref: MSBP 237 Master Tenant, LLC  
237 Main Street, Suite 300  
Buffalo, New York 14203

Dear Ms. Sullivan,

This letter is being sent to your organization to advise you of MSBP 237 Master Tenant, LLC's intent to submeter the above apartment building. The Building is currently in service and being occupied by Tenants. We are submitting a Notice to Submeter before the NYS Public Service Commission.

Sincerely,

John Pastore  
Asset Manager  
MSBP 237 Master  
Tenant, LLC

# **EXHIBIT 8:**

## **Submetering Identification Form**



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



**Submetering Identification Form**

Name of Entity: MSBP 237 MT, LLC			Corporate Address: 237 Main Street, Suite 300		
City: Buffalo	State: NY	Zip: 14203	Web Site: www.priamllc.com		
Phone: (716) 580 - 3136			Utility Account Number: 7600026129		
Chief Executive: Paul J. Kolkmeier			Account Holder Name: UCA I LLC		
Phone: (716) 580-3136			E-mail: paulk@priamllc.com		
DPS Case Number: TBD					

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name: John T. Pastore			Name: Paul J. Kolkmeier		
Phone: (716) 580-3136			Phone: (716) 580-3136		
Fax:			Fax:		
E-mail: johnpastore@priamllc.com			E-mail: paulk@priamllc.com		
Address: 237 Main Street, Suite 300			Address: 237 Main Street, Suite 300		
City: Buffalo	State: NY	Zip: 14203	City: Buffalo	State: NY	Zip: 14203

*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: [info@priamllc.com](mailto:info@priamllc.com)*

Name of Property: The Marin Building			Service Address: 237 Main Street		
City: Buffalo	State: NY	Zip: 14203			
Electric Heat? Y/N NO			Electric Hot Water? Y/N NO		
# Units Occupied by: Sr. Citizens 0 Disabled 0			Total # of Units 64		
Rent Stabilized 0	# Rent Controlled 0	# Rent-Regulated zero	# Market Rate 64		
Rental: Y/N Y		Condo: Y/N NO		Co-Op: Y/N N	
# Low Income No	# Section 8 0	# Landlord Assist Program 0	# Other DNA		
Submeter / Billing Agent: Priam Property Management, LLC			Address: 655 41st St.		
City: Buffalo	State: NY	Zip: 14203			
Contact Name: John Pastore		Contact Phone: (716) 5803136	Contact Fax:		

Please return this form within 5 days to:

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

(Rev. 9/20/13)

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

**EXHIBIT 9:  
ENERGY-EFFICIENCY & CONSERVATION  
INFORMATION**

# Energy Star Tips

These tips will show you how to be more energy efficient and save energy, money, and reduce the risks of climate change. If there are things you can't change on your own, share these tips and encourage your landlord to help you make a change for the better.

1. Lighting is one of the easiest places to start saving energy. Replacing your five most frequently used light fixtures or the bulbs in them with ENERGY STAR qualified lights can save more than \$65 a year in energy costs. ENERGY STAR qualified compact fluorescent light bulbs (CFLs) provide high-quality light output, use 75% less energy, and last 6–10 times longer than standard incandescent light bulbs, saving money on energy bills and replacement costs.
  - Remember to always turn off your lights when leaving a room. Turning off just one 60-watt incandescent bulb that would otherwise burn eight hours a day can save about \$15 per year!
  
2. Considering purchasing a room air conditioner? Consider an ENERGY STAR qualified model. They use at least 10 percent less energy than standard models.
  - In the winter, be sure to insulate room air conditioners from the outside with a tight-fitting a/c unit cover, available at your local home improvement center or hardware store. This keeps heated air from escaping outside. Alternately, you can remove the window unit in the winter months to prevent energy losses.
  - Be sure the window unit fits tightly in the window so outdoor air is not getting in.
  
3. If possible, install a programmable thermostat to automatically adjust your home's temperature settings when you're away or sleeping.
  - When used properly, a programmable thermostat with its four temperature settings can save up to \$150 a year in energy costs. Proper use means setting the thermostat at energy-saving temperatures without overriding that setting. You should also set the "hold" button at a constant energy-saving temperature when you're away or on vacation.
  
4. Consumer electronics play an increasingly larger role in your home's energy consumption, accounting for 15 percent of household electricity use. Many consumer electronics products use energy even when switched off. Electronics equipment that has earned the ENERGY STAR helps save energy when off, while maintaining features like clock displays, channel settings, and remote-control functions.
  - Unplug any battery chargers or power adapters when not in use (like your cell phone charger!)

- Use a power strip as a central "turn off" point when you are done using equipment.
  - Even when turned off, electronic and IT equipment often use a small amount of electricity. For home office equipment, this stand-by or "phantom" power load can range from a few watts to as much as 20 or even 40 watts for each piece of equipment. Using a power strip for your computer and all peripheral equipment allows you to completely disconnect the power supply from the power source, eliminating standby power consumption.
5. A ten-minute shower can use less water than a full bath.
- With a new 2.5 gallon-per-minute (low-flow) shower head, a 10-minute shower will use about 25 gallons of water, saving you five gallons of water over a typical bath. A new showerhead also will save energy — up to \$145 each year on electricity — beating out both the bath and an old-fashioned showerhead.
  - To avoid moisture problems, control humidity in your bathroom by running your ventilating fan during and 15 minutes after showers and baths.
6. Make sure all air registers are clear of furniture so that air can circulate freely. If your home has radiators, place heat-resistant reflectors between radiators and walls. In the winter, this will help heat the room instead of the wall.
7. During cold weather, take advantage of the sun's warmth by keeping drapes open during daylight hours. To keep out the heat of the summer sun, close window shades and drapes in warm weather.
8. Save water by scraping dishes instead of rinsing them before loading in the dishwasher. Run your dishwasher with a full load and use the air-dry option if available.
- Rinsing dirty dishes before loading your dishwasher uses a lot of water and energy. Most dishwashers today can thoroughly clean dishes that have had food scraped, rather than rinsed, off — the wash cycle and detergent take care of the rest. To make the most efficient use of your dishwasher's energy and water consumption, run the dishwasher only when enough dirty dishes have accumulated for a full load.
9. Wash your laundry with cold water whenever possible. To save water, try to wash full loads or, if you must wash a partial load, reduce the level of water appropriately.
- Hot water heating accounts for about 90 percent of the energy your

machine uses to wash clothes — only 10 percent goes to electricity used by the washer motor. Depending on the clothes and local water quality (hardness), many homeowners can effectively do laundry exclusively with cold water, using cold water laundry detergents. Switching to cold water can save the average household more than \$40 annually (with an electric water heater) and more than \$30 annually (with a gas water heater).

- Washing full loads can save you more than 3,400 gallons of water each year.

10. Don't over dry your clothes. If your dryer has a moisture sensor that will automatically turn the machine off when clothes are done, use it to avoid over drying. Remember to clean the lint trap before every load. Dry full loads or reduce drying time for partial loads. Learn more.

- It's easy to over dry your clothes, if one setting is used for various fabric types. Try to dry loads made up of similar fabrics, so the entire load dries just as the cycle ends. Many dryers come with energy-saving moisture or humidity sensors that shut off the heat when the clothes are dry. If you don't have this feature, try to match the cycle length to the size and weight of the load. A dryer operating an extra 15 minutes per load can cost you up to \$34, every year.
- The lint trap is an important energy saver. Dryers work by moving heated air through wet clothes, evaporating and then venting water vapor outside. If the dryer cannot provide enough heat, or move air sufficiently through the clothes, they will take longer to dry, and may not dry at all. One of the easiest things you can do to increase drying efficiency is to clean the lint trap before every load. This step also can save you up to \$34 each year.

For more information on ways to be efficient in your energy consumption please refer to:

<https://www.energy.gov/energysaver/design/types-homes/tips-renters-and-property-owners>

or

<https://www.energystar.gov/campaign/waysToSave?tagIdList=Featured-Advice>