

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

---

**Notice of Intent of Peninsula Building 1B )  
LLC to Submeter Electricity at 720 Tiffany )  
Street, Bronx, New York 10474, Located in )  
the Territory of Consolidated Edison )  
Company of New York, Inc. )**

**Case No. 22-E-\_\_\_\_\_**

---

**NOTICE OF INTENT TO SUBMETER ELECTRICITY**

---

Pursuant to 16 NYCRR § 96.3 (a), Peninsula Building 1B LLC (the “Applicant”)<sup>1</sup> submits this Notice of Intent to Submeter Electricity (the “Notice”) to the 183 new residential units in the building located at 720 Tiffany Street, Bronx, New York 10474 (the “Building”), which is in Consolidated Edison Company of New York, Inc.’s (“Con Edison”) service territory. The Building is currently under construction with an expected construction completion date of January 2022 and initial move-in date for residents in March 2022.<sup>2</sup>

---

<sup>1</sup> The Applicant’s Certificate of Good Standing is attached as Exhibit 1.

<sup>2</sup> Currently, the Building is unoccupied. However, in the event the Building is partially occupied prior to approval of the Notice, the Applicant will comply with the relevant notice requirements in 16 NYCRR §§ 96.3 (a) (2) and (c) to the extent applicable. For example, during the pendency of the Notice, the Applicant commits to provide all residents with the following information regarding submetering: (1) a letter notifying existing residents that the Applicant has a pending application before the Public Service Commission (the “Commission”) to obtain approval to submeter electricity in the Building that, when approved, will require residents to pay for their own submetered electricity based on their actual usage; (2) “shadow billing” from, or shortly after, the time the Notice is filed with the Commission until submetering is approved, which will allow the residents to track their electric usage; and (3) an additional notice letter, provided near the time that the Commission is scheduled to render a decision on this submetering application, further advising residents that they will be required to pay for electricity based on their actual usage immediately following the Applicant’s receipt of Commission approval. Therefore, as part of this Notice, the Commission should, consistent with its precedent, hold that the Applicant functionally satisfied the requirements of section 96.3 (c) prior to obtaining submetering approval (*see* Case 12-E-0460, *Petition of 2130 ACP Boulevard Investors LLC to Submeter Electricity at 2130-2138 Adam Clayton Powell Jr. Boulevard, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Declaratory Ruling On The Adequacy Of Notice To Tenants [Issued April 25, 2013] [declaring that the owner of a new construction building satisfied the two-month requirement in 16 NYCRR § 96.3 [c] before the Commission approved submetering at the building because the owner took certain actions to inform existing tenants of the effects submetering would have on their utility bills, both at the time of move-in and throughout the pendency of the building’s submetering application]).

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

**THE APPLICANT’S SUBMETERING PLAN SATISFIES 16 NYCRR  
PART 96 AND IS IN THE PUBLIC INTEREST AND CONSISTENT WITH  
THE PROVISION OF SAFE AND ADEQUATE ELECTRIC SERVICE TO  
RESIDENTS**

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

The Applicant intends to install the SATEC, Inc. BFM 136 submetering system and equipment (the “BFM 136 system”). The Commission has approved the BFM 136 system for use in residential submetering applications in New York State.<sup>3</sup> The BFM 136 system is capable of terminating electric service to an individual unit without accessing the resident’s unit. The Applicant is aware that the Department of Public Service’s rules and regulations prohibit “cross-wiring (for example, service through a shared meter)” in submetered premises.<sup>4</sup>

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

The Con Edison Service Classification No. 1 rate for direct metered service (the “SC-1 Rate”) will be used to calculate submetered electric bills for individual residents. Specifically, bills will be calculated by multiplying a resident’s kilowatt hour (“kWh”) usage by the SC-1 Rate for a billing period, plus applicable taxes.

The 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.

---

<sup>3</sup> Case 14-E-0203, *Petition of SATEC, Inc. for Approval of the BFM Electric Multi-Channel Meter*, Order Regarding SATEC BFM 136 Electric Meter (Issued Mar. 4, 2015).

<sup>4</sup> 16 NYCRR § 96.6 (k).

- kWh Cost: This energy charge is broken down into separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).
- Systems Benefit Charge (“SBC”): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.

The following is a nonexclusive example of the formula that will be used to derive a resident’s electricity charges based on the current 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
SBC	.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>Total 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 applicable 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 but excluding sales tax) 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>5</sup> The method the Applicant will use to calculate residents’ submetered bills complies with the Department of Public Service’s “rate cap.”

---

<sup>5</sup> See 16 NYCRR § 96.1 (i).

The Applicant or its third-party electric billing company will read the meters and process a bill based on each resident's actual consumption. Further, the Applicant or its third-party electric billing company will retain submetering billing records for a six-year period.<sup>6</sup>

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

The Applicant's HEFPA compliance plan is attached.<sup>7</sup>

**D. Submetering Identification Form**

The Applicant's completed Submetering Identification Form is attached.<sup>8</sup>

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

Since the Building is new construction, this provision is not applicable.<sup>9</sup>

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

The Applicant 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>10</sup>

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

A copy Applicant's cover letter to Con Edison enclosing the Notice is attached.<sup>11</sup>

---

<sup>6</sup> See 16 NYCRR § 96.6 (j).

<sup>7</sup> See Exhibit 2.

<sup>8</sup> See Exhibit 3.

<sup>9</sup> See e.g. Case 18-E-0022, *Notice of Intent of MP Owner LLC to Submeter Electricity at 146 Pierrepoint Street, Brooklyn, NY, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Issued May 23, 2018), at 2 (holding that 16 NYCRR § 96.5 [e] is not applicable to a submetering application involving a newly-constructed rental building).

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

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

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

Since the Building is new construction, this provision is not applicable.<sup>12</sup> Nevertheless, for information concerning the refrigerators and other appliances in the Building's residential units, see Section I below.

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

The Building will feature many energy-efficiency measures, including:

- ENERGY STAR<sup>®</sup> qualified refrigerators (Model No. GTE19JSNRSS),
- ENERGY STAR<sup>®</sup> qualified dishwashers (Model Nos. GE GDF510PSMSS, GE GDT225SSLSS, Bosch SPX68U55UC),
- Building expected to achieve Leadership in Energy and Environmental Design ("LEED") Silver certification,
- Cogeneration plant to generate hot water,
- Green roof space,
- LED lighting throughout, and
- High-efficiency heating and cooling.

#### **J. Description of information and education programs to residents on how to reduce electric usage**

Upon renting their unit, each resident will be provided with certain energy-efficiency and conservation information.<sup>13</sup>

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

The Building is located on New York City-owned land, with a real estate tax abatement through a Payment in Lieu of Taxes ("PILOT") Agreement via a ground lease with the City of New York. As a result of its PILOT Agreement, all but one of the Building's units are low-income units and reserved for residents earning between 30% and 80% of the Area Median Income, or "AMI."

---

<sup>12</sup> See e.g. Case 17-E-0433, *Notice of Intent of Bridge Land Vestry LLC to Submeter Electricity at 70 Vestry Street, New York, NY in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Issued Mar. 1, 2018), at 2 (holding that 16 NYCRR § 96.5 [h] is not applicable to a submetering application involving a newly-constructed building).

<sup>13</sup> See Exhibit 6.

Specifically, 18 of the Building’s residential units will be reserved for residents earning up to 30% of the AMI, 36 residential units will be reserved for residents earning up to 40% of the AMI, 18 residential units will be reserved for residents earning up to 50% of the AMI, 74 residential units will be reserved for residents earning up to 60% of the AMI, and 36 residential units will be reserved for residents earning up to 80% of the AMI.

Because 20% or more of Building’s residential units will be reserved for residents earning below the AMI, the Applicant seeks a waiver of the energy audit and energy-efficiency plan requirements in 16 NYCRR § 96.5 (k) (3), which requires proof that an energy audit has been conducted by a certified energy consultant for any building where 20% or more of the residents receive income-based housing assistance. New York City has an Energy Conservation Code (the “NYCECC”), which is applicable to “commercial buildings” such as the Building.<sup>14</sup> The NYCECC, which was updated since the adoption of the current submetering regulations (16 NYCRR Part 96), provides for strict energy-conservation requirements for new or renovated buildings, including the design and construction of energy-efficient building envelopes, mechanical, lighting and power systems.<sup>15</sup> Since the Building will be newly constructed and must comply with the NYCECC, the Commission should, consistent with recent precedent, waive the energy audit and energy-efficiency plan requirements of 16 NYCRR § 96.5 (k) (3).<sup>16</sup>

---

<sup>14</sup> See NYCECC (Administrative Code of City of NY, tit 28, ch 10, subch 2) § C202. The current version of the NYCECC is at <https://www1.nyc.gov/site/buildings/codes/energy-conservation-code.page> (accessed Nov. 11, 2021).

<sup>15</sup> The NYCECC explains that “[i]n accordance with section 11-109 of the [New York State Energy Conservation Construction Code or New York state energy code], which permits any municipality to promulgate a local energy conservation construction code, *the city of New York hereby adopts the New York state energy code in effect and any amendments thereto that are more stringent than such code adopted by the city of New York as the minimum requirements for the design, construction and alteration of buildings for the effective use of energy in the city.* Such adoption shall be subject to amendments pursuant to local law and set forth in section 1001.2 of this chapter, which shall be known and cited as the ‘New York city amendments to the New York state energy code.’ The New York state energy code with such New York city amendments shall together be known and cited as the ‘New York energy conservation code (NYCECC)’” (New York City Energy Conservation Code [Administrative Code of City of NY, tit 28, ch 10] § 28-1001.1 [emphasis added]).

<sup>16</sup> See e.g. Case 19-E-0502, *Notice of Intent of 839 Tilden Street HDFC, to Submeter Electricity at 839 Tilden Street, Bronx, New York, 10467, Located in the Territory of Consolidated Edison Company of New York, Inc. and Waiver*

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

The Building is not an “electric heat” property.<sup>17</sup> The Building will utilize a central air-cooled variable refrigerant flow (“VRF”) system to heat and cool the residential units, specifically the Mitsubishi City Multi® Y-Series (TUHY) (the “Mitsubishi VRF system”). This system consists of, among other components, outdoor shared condensing units and individual air handlers in each residential unit. The outdoor condensing units contain a compressor that cools or warms refrigerant—the Mitsubishi VRF system’s heating and cooling source—before sending the refrigerant inside the residential units to their respective indoor air handlers using a two-pipe refrigerant flow system. In turn, each indoor air handler uses an electrically powered fan to distribute heated or conditioned air within the associated residential unit. The Mitsubishi VRF system has metering equipment to monitor each residential unit’s usage. Based on this metering, the residents will proportionally pay for the electricity used to operate the outdoor shared condensing unit. As mentioned above, residents will be able to control the temperature in their respective units by use of a programmable thermostat. The Commission has held that a very similar Mitsubishi VRF system did *not* meet the definition of “electric heat”<sup>18</sup> and that another Mitsubishi VRF system did *not* constitute electric submetering.<sup>19</sup>

---

*Request, Order Authorizing Submetering* (Issued Apr. 29, 2020), at 3-4 (granting a waiver of the energy audit and energy efficiency plan requirements in 16 NYCRR § 96.5 [k] [3] because the building was newly constructed and must comply with the NYCECC); Case 19-E-0519, *Notice of Intent of Site 2 DSA Residential LLC and Site 2 DSA Affordable MT LLC to Submeter Electricity at 125 Delancey Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Issued Feb. 12, 2020), at 4 (same).

<sup>17</sup> 16 NYCRR § 96.1 (f).

<sup>18</sup> See Case 17-E-0107, *Notice of Intent of 125 Metropolitan Owner LLC and 125 Metropolitan LI LLC to Submeter Electricity at 94 North 3<sup>rd</sup> Street, Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Issued Oct. 25, 2017) (holding that a building heated by a “Mitsubishi variable refrigerant flow system” did not constitute electric heat).

<sup>19</sup> See Case 11-E-0513, *Petition of Mitsubishi Electric & Electronics USA, Inc. for a Declaratory Ruling Concerning Whether Use of its Split-Ductless VRF Technology® in Residential Applications Would Constitute Electric Submetering and Require Approval Pursuant to Part 96*, Order Granting Declaratory Ruling (Jan. 23, 2012) (holding that nearly-identical VRF technology, manufactured by the same company, does not constitute electric submetering and does not require Commission approval).

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

This provision is not applicable to the Building.

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

This provision is not applicable to the Building.

**CONCLUSION**

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

DATED: January 31, 2022  
Albany, New York

Respectfully submitted,

/s/ John T. McManus

John T. McManus  
Aubrey A. Ohanian  
HARRIS BEACH PLLC  
677 Broadway  
Albany, New York 12207  
(518) 427-9700  
[jmcmanus@harrisbeach.com](mailto:jmcmanus@harrisbeach.com)  
[aohanian@harrisbeach.com](mailto:aohanian@harrisbeach.com)

*Attorneys for Peninsula Building 1B  
LLC*



# **EXHIBIT 1**

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Acting Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

**Entity Name:** PENINSULA BUILDING 1B LLC  
**DOS ID Number:** 5390535  
**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY  
**Entity Status:** EXISTING  
**Date of Initial Filing with DOS:** 08/09/2018

**Statement Status:** CURRENT  
**Statement Due Date:** 08/31/2024

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State,  
at the City of Albany, on February 03, 2022 at 09:55 A.M.

ROBERT J. RODRIGUEZ, Acting Secretary of State

By Brendan C. Hughes  
Executive Deputy Secretary of State

Authentication Number: 100001021416 To Verify the authenticity of this document you may access the  
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

# **EXHIBIT 2**

## **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 [XX], in Case 22-E-XXXX: Notice of Intent of Peninsula Building 1B LLC to Submeter Electricity at 720 Tiffany Street, Bronx, New York 10474, 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 located at 720 Tiffany Street, Bronx, New York 10474 (the "Building") is a submetered facility. Peninsula Building 1B LLC (the "Owner") is the owner of the Building. The Owner, through its managing agent (together with the Owner, the "Submeterer"), is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Submeterer prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Submeterer or its third-party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at (718) 246-8080, ext. 203, or by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9<sup>th</sup> Floor, Brooklyn, New York 11238. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the

complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you 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, by facsimile at (212) 417-2234, 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 but excluding sales tax) exceed the utility’s (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Submeterer 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 Submeterer. Usted tiene el derecho de solicitar información en facturas e informativos en Español. Para solicitar información en español, póngase en contacto con el Submeterer.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously

paid. You may contact the Submeterer to discuss the details of a budget billing 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 Submeterer 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 Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

If you are having difficulty paying your electricity bill, please contact the Submeterer 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 of time, signed by both the Submeterer and customer. If you can demonstrate to the Submeterer a financial need, the Submeterer 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 Submeterer 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 any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exists:

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is suffering from a medical emergency.

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

When the Submeterer becomes aware of such hardship, the Submeterer can refer you to the local Department of Social Services.

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

You can also designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact

information and written agreement of the third party to receive copies of all notifications relating to past due balances, the 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 Submeterer.

**SPECIAL PROTECTIONS  
REGISTRATION FORM**

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

**Peninsula Building 1B LLC  
c/o MHANY Management, Inc.  
470 Vanderbilt Avenue, 9th Floor,  
Brooklyn, New York 11238**

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

---

Name

---

Address

Unit #

---

Town/City

Zip

---

Telephone # Daytime

Evening

---

Account # (as shown on bill)

**I, the Unit Occupant, would like to be considered for Special Protections because (check all that apply):**

- I am 62 years of age or over, and any and all persons residing therewith are either 62 years of age or older or 18 years of age or younger
- I am, or a person residing with me is, blind (legally or medically)
- I have, or a person residing with me has, a permanent disability (type):

- 
- I have, or a person residing with me has, a medical hardship (type):

- 
- I have, or a person residing with me has, a life support hardship (type):
-

**I, the Unit Occupant, receive government assistance.**

- I receive public assistance. 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:**

- Budget billing

**Voluntary Third-Party Notice**

Please check the box below if you would like to designate a third party to receive all notifications relating to termination, disconnection, or suspension of your electric service or other credit actions relating to your electric service. If you would like these notices to be provided to a third party, we will contact you to secure the contact information of your third-party designee.

- I would like to appoint a third party

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

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

The Submeterer and/or its third-party billing company (individually or together for purposes of this procedure, the “Submeterer”) shall process the master invoice(s) received from the distribution utility (Consolidated Edison Company of New York, Inc.), another local utility, energy services company, and/or local distributed energy resource(s) 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(s), the Submeterer shall calculate and provide a submetered utility bill to each resident with the due date clearly noted.

A late charge may be applied if payment of a submetered utility bill is not received within twenty (20) days of the payment due date.

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

After the due date of the submetered utility bill, the Submeterer will review and identify all past due utility accounts. The Submeterer may contact each resident with a past due utility account by phone, mail, or in-person and may utilize the *Failure to Make Payment Notice* form below.

Subsequently, eligible residents will be offered the option to enter into a *Deferred Payment Agreement*. The Submeterer will provide the following document to each such eligible resident: *Deferred Billing Agreement Option Form*.

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

If, in response to the *Deferred Billing Agreement Option Form*, a resident expresses interest in and remains eligible for a Deferred Payment Agreement, the Submeterer will enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting (in-person or by phone) between the Submeterer 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. To that end, a *Deferred Payment Agreement Appointment Letter* will be provided to the resident. The contents of that letter will include:

- Meeting 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 Submeterer 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 down payment and 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 Submeterer 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 Submeterer will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Submeterer 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 Submeterer 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 Submeterer 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 Submeterer may provide 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 Submeterer within this time period regarding an inability to pay, the Submeterer will meet with the resident (in-person or by phone) 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 Submeterer will negotiate a revised *Deferred Payment Agreement* with the resident. As with the original *Deferred Payment Agreement*, the Submeterer 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 Submeterer should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Submeterer does not receive payment or enter into a Revised *Deferred Payment Agreement*, the Submeterer may provide the resident a *Demand for Full Payment* and a *Final Termination Notice* along with the *Notification of Rights and Procedures* and *Special Protections Registration Form*.

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

In the event the Submeterer 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 Registration Form*. Additionally, the Submeterer may send two executed *Deferred Payment Agreements* at this time. Since the resident did not participate in a negotiation, the Submeterer may insert a reasonable amount for a down payment and monthly payment.

**Step 7: Review for Special Protections**

On or about the date that a *Final Termination Notice* is sent to a resident, the Submeterer will review the status of the resident, specifically if a *Special Protections Registration Form* has been returned, to determine if he or she qualifies for special protections under HEFPA. If the resident so qualifies, additional steps must be undertaken before the Submeterer 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 Submeterer has followed these procedures, the Submeterer may terminate such resident's electricity service. If special protections apply, the Submeterer may have to take additional steps before service may be terminated and may not be allowed to terminate service in some circumstances.

## **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**
- E. Demand for Full Payment**

**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, Peninsula Building 1B LLC (the “Submeterer”) is required to provide you an opportunity to visit our office and meet with our designated staff member, or to call us by telephone at (718) 246-8080, ext. 203, 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 one (1) signed copy of this letter to us within 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 Submeterer at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238 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:** \_\_\_\_\_

**Unit #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OR**

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

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

**Unit #:** \_\_\_\_\_ **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 our management office for:

**Date:**

**Time:**

**Location or Call-in Number:**

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* and 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 might not require a down payment.

**CONFIDENTIAL: Deferred Payment Agreement Worksheet**

Date: \_\_\_\_\_ Unit #: \_\_\_\_\_

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 Submeterer in the calculations of this worksheet are correct and accurate.

### C. DEFERRED PAYMENT AGREEMENT

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

The total amount owed to Peninsula Building 1B LLC (the "Submeterer") 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 Submeterer 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.** Please note that, going forward, you will also be required to make timely payments on all current charges in order to remain compliant with the terms of this agreement.

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 Submeterer 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 Submeterer 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 Submeterer by telephone at (718) 246-8080, ext. 203 or by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238.**

Payment of Outstanding Balance:

**Your current monthly deferred payment amount is: \$XX.XX. This payment will be made in addition to your current monthly electric charges going forward. The monthly deferred payment amount is due on 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 Submeterer. If you and the Submeterer cannot negotiate a payment agreement, or if you need any further assistance, **you may contact the Public Service Commission by telephone 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 Submeterer. If this is not done, your electricity service may be terminated.**

---

**Resident** **Date**

---

**Peninsula Building 1B LLC** **Date**

**D. PAST DUE REMINDER NOTICE**

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

On **MM/DD/YYYY**, you signed a *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 meet the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Peninsula Building 1B LLC (the “Submeterer”) by telephone at (718) 246-8080, ext. 203, or by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238, 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 Submeterer for this account as of MM/DD/YYYY is: \$XX.XX.**

## E. 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, Peninsula Building 1B LLC (the “Submeterer”) 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 Submeterer by telephone at (718) 246-8080, ext. 203, 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 124<sup>th</sup> Street, New York, New York 10035.

Before DHRA will provide assistance, a customer must generally provide the Submeterer 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 Submeterer with this information, please contact the Submeterer by telephone at (718) 246-8080, ext. 203 or by mail at Peninsula Building 1B LLC, MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238.

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

**Peninsula Building 1B LLC  
c/o MHANY Management, Inc.  
470 Vanderbilt Avenue, 9th Floor,  
Brooklyn, New York 11238**

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, Peninsula Building 1B LLC (the “Submeterer”) agrees to provide submetered electric service 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 an 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 either your or the premises’ last 12 months of actual consumption or an estimate of future consumption over the next 12-month period.

The Plan shall be subject to regular review for conformity with actual billing. The Submeterer 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.

Periodically, the Submeterer or its third-party billing company will review the Plan for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, you will be issued a credit to your account.

**[ ] Yes, I agree to the terms of this Plan.**

**Acceptance of Agreement:**

\_\_\_\_\_  
**Resident** **Date**

\_\_\_\_\_  
**Peninsula Building 1B LLC** **Date**

**Return one signed copy to the Submeterer through the Management Office by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238, by MM/DD/YYYY.**

**HEFPA QUARTERLY BILLING AGREEMENT**

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

Under this plan, Peninsula Building 1B LLC (the “Submeterer”) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (the “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 agree to the terms of this Plan.**

**Acceptance of Agreement:**

<b>Resident</b>	<b>Date</b>
<b>Peninsula Building 1B LLC</b>	<b>Date</b>

**Return one signed copy to the Submeterer through the Management Office by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238, by MM/DD/YYYY.**

**FAILURE TO MAKE PAYMENT NOTICE DATED:  
MM/DD/YYYY**

---

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 Peninsula Building 1B LLC by telephone at (718) 246-8080, ext. 203, or by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238. 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,

Peninsula Building 1B LLC

**FINAL TERMINATION NOTICE DATED: MM/DD/YYYY**

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 Peninsula Building 1B LLC (the "Submeterer") by telephone at (718) 246-8080, ext. 203, or by mail Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9th Floor, Brooklyn, New York 11238, or you may contact the Public Service Commission by telephone 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 Submeterer. Further, please contact the Submeterer 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,

Peninsula Building 1B LLC

Enclosures:

Two Executed Copies of the Deferred Payment Agreement (if applicable)  
Notification of Rights and Procedures  
Special Protections Registration Form

# **EXHIBIT 3**



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



**Submetering Identification Form**

Name of Entity:			Corporate Address:		
City:	State:	Zip:	Web Site:		
Phone:			Utility Account Number:		
Chief Executive:			Account Holder Name:		
Phone:			E-mail:		
DPS Case Number:					

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name:			Name:		
Phone:			Phone:		
Fax:			Fax:		
E-mail:			E-mail:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:

***We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: \_\_\_\_\_***

Name of Property:			Address:		
City:	State:	Zip:			
Electric Heat? Y / N			Electric Hot Water? Y / N		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units		
Rent Stabilized	# Rent Controlled		# Rent-Regulated		# Market Rate
Rental: Y/N	Condo: Y/N		Co-Op: Y/N		
# Low Income	# Section 8	# Landlord Assist Program		# Other	
Submeter / Billing Agent:			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

Please return this form within 5 days to:

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

(Rev. 8/12/13)

\* n/a denotes information that is not available at this time. When the requested information becomes available, the Applicant will update this form accordingly.

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

# **EXHIBIT 4**

**Rider to Lease: Submetering**

**720 Tiffany Street, Bronx, New York 10474**

1. Consolidated Edison Company of New York, Inc. (“Con Edison”) or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the “Distribution Utility”) provides electricity to the building located at 720 Tiffany Street, Bronx, New York 10474 (the “Building”).
2. You, the tenant (“you” and “your”), acknowledge that, on [XX], in Case 22-E-XXXX: Notice of Intent Peninsula Building 1B LLC to Submeter Electricity at 720 Tiffany Street, Bronx, New York 10474, Located in the Territory of Consolidated Edison Company of New York, Inc. (“Con Edison”), the New York State Public Service Commission (“PSC”) approved the Building to submeter electricity to the Building’s residential units (individually, the “Unit” in which you reside and collectively, the “Units”). You further acknowledge that you will be required to pay Peninsula Building 1B LLC (the “Owner”), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent (together with the Owner, the “Submeterer”), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you 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.
4. The rate calculation to be used to determine each tenant’s submetered electric bill is the Con Edison Service Classification No. 1 for direct metered service. Specifically, your kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification No. 1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 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 separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).

Systems Benefit Charge (“SBC”): This is an additional charge per kWh.

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

The following is an example of the formula that will be used to derive your electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
SBC	.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>Total Tenant Cost</b>		<b>\$ZZ.ZZ</b>

All Con Edison rates by classification are available on its website ([www.coned.com](http://www.coned.com)) by clicking on “Rates and Tariffs.” The applicable 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 but excluding sales tax) exceed Con Edison’s rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Submeterer or its third-party billing company will read the meters monthly and process a bill based on your actual consumption. The meter reading data and billing calculations will be documented and maintained for a six (6)-year period for each unit.

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeterer by telephone at (718) 246-8080, ext. 203, or by mail at Peninsula Building 1B LLC, c/o MHANY Management, Inc., 470 Vanderbilt Avenue, 9<sup>th</sup> Floor, Brooklyn, New York 11238. The Submeterer 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, facsimile at (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).
6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov). You may contact the PSC at any time if you are dissatisfied regarding the Submeterer’s response to your complaint or at any time regarding submetered service.

7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
9. If you have difficulty paying you electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
10. 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 any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
  - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
  - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.

11. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
12. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.
13. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
14. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
15. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.
16. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
17. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

**ACKNOWLEDGED, UNDERSTOOD, AND AGREED:**

\_\_\_\_\_  
**You, the tenant**

\_\_\_\_\_  
**Peninsula Building 1B LLC**

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

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

# **EXHIBIT 5**

# Peninsula Building 1B LLC

February 4, 2022

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

**Re: Notice of Intent of Peninsula Building 1B LLC to Submeter Electricity at 720 Tiffany Street, Bronx, New York 10474, Located in the Territory of Consolidated Edison Company of New York, Inc.**

Dear Mr. Choe:

Please be advised that on February 3, 2022, Peninsula Building 1B LLC submitted to the New York State Public Service Commission a Notice of Intent to Submeter Electricity at 720 Tiffany Street, Bronx, New York 10474 (the "Notice"), which is located in Consolidated Edison Company of New York, Inc.'s service territory.

A copy of the Notice is enclosed for your convenience.

Thank you for your attention in this matter.

Sincerely,

Peninsula Building 1B LLC

/s/ Aaron Koffman

Signature

By: Aaron Koffman

Name (printed), Title

Peninsula Building 1B LLC

Company Name

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

# **EXHIBIT 6**

# ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



## LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about \$50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
  - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
  - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
  - **LED bulbs** use about 75% less energy and last up to 25 times longer.



## KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher and refrigerator.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.



## HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.



## THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: [www.energystar.gov/index.cfm?c=products.pr\\_podcasts](http://www.energystar.gov/index.cfm?c=products.pr_podcasts)

For further information and tips on how to conserve energy in your apartment home, please visit:

**ENERGY STAR:** [www.energystar.gov/index.cfm?c=products.es\\_at\\_home\\_tips\\_renters10](http://www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10)

**U.S. Department of Energy:** [www.energy.gov/energysaver/articles/tips-renters-and-property-owners](http://www.energy.gov/energysaver/articles/tips-renters-and-property-owners)