

AMPS-ELEMCO, Inc.

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October 6, 2014

Hon. Kathleen H. Burgess
Secretary
New York State Public Service Commission
State of New York
3 Empire Plaza
Albany, New York 1223-1350

Re: Case No. 03-E-0889 – Petition of Queens Fresh Meadows LLC to Amend
Submetering Order Located at 188-02 64th Avenue, Flushing, New York

Dear Secretary Burgess:

AMPS/ELEMCO, Inc. (AEI) represents Queens Fresh Meadows LLC the owner of the above referenced property in the above referenced case (the "Owner").

We hereby submit this petition to amend the submetering order issued in the above referenced case (the "Order"). Specifically, an amendment to the Order is sought which would allow for the termination of electric service, pursuant to the Public Service Law and Home Energy Fair Practices Act ("HEFPA"), for tenants who fail to pay their electric bills.

By Petition dated June 11, 2003 Herbert E. Hirschfeld, on behalf of the Owner, submitted a petition seeking permission to submeter electricity at Queens Fresh Meadows, LLC located at 188-02 64th Avenue, Flushing, New York. Queens Fresh Meadows, LLC is a rent-regulated and market rate apartment complex of 3008 apartment units. By Order issued and effective March 22, 2004 the Public Service Commission (the "PSC" or "Commission") approved the petition (a copy is attached as Exhibit A).

The Company's application for permission to submeter included a statement that in not event would electricity be shut off for a tenant as a result of their failure to pay for that electricity. This provision was thereafter included in the Order.

The Company now seeks to amend the Order to remove the absolute prohibition against termination of electric service for failure to pay because such provision is unnecessary and has resulted in an undue financial burden on the Company. As of the date of this petition, tenants at Queens Fresh Meadows, LLC have accumulated more than \$236,000 dollars in electric bill arrears, with over \$145, 500 in arrears more than 90 days. This situation will likely worsen as the Owner has no real recourse against the delinquent tenants.

With enactment of Section 53 of the Public Service Law in 2003, the New York State Legislature recognized the need for submeters, along with traditional utilities, to have the power to terminate the service of a customer/tenant who refuses to pay his or her electric bills. This power is codified and further defined in the Public Service Law and HEFPA regulations. As the Commission is aware, submetering orders now routinely include the power of the submeter to terminate electric service due to the failure of a tenant to pay his or her electric bill.

Here, the Owner has no such authority and is effectively powerless to compel the payment of electric bills by delinquent tenants. This lack of authority has resulted in an egregious amount of overdue electric bills at Queens Fresh Meadows, LLC- the cost of which is being borne by the Owner. The ability to terminate service pursuant to the Public Service Law and HEFPA would

likely reduce the current and future arrears at Queens Fresh Meadows, LLC and ease the unfair financial burden the Owner currently experiences.

For reasons set forth above, the Owner respectfully requests that the Order be amended to allow for the termination of electric service as is provided by the Public Service Law and HEFPA.

For the convenience of the Commission, attached as Exhibit B is a copy of the HEFPA plan for Queens Fresh Meadows, LLC.

Thank you in advance for your attention to this matter. Please do not hesitate to contact me directly with any comments or questions about this petition. My telephone number is 631-761-8557 x 13 and my email is RAF8825@aol.com.

Very truly yours,

Robert. A. Friess, P.E.
AMPS/ELEMCO, Inc.

EXHIBIT A

Filed Session of March 16, 2004
Approved as Recommended
and so Ordered
by the Commission

JACLYN A. BRILLING
Secretary

Issued and Effective March 22, 2004

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

March 2, 2004

TO: THE COMMISSION

FROM: OFFICE OF CONSUMER SERVICES

SUBJECT: CASE 03-E-0889 - Petition of Queens Fresh Meadows LLC,
to Submeter Electricity at 188-02 64th Avenue, Flushing,
New York, Located in the Territory of Consolidated
Edison Company of New York, Inc., filed in C 26998.

RECOMMENDATION: Staff recommends that the Commission approve the
petition of Queens Fresh Meadows LLC to submeter
electricity at 188-02 64th Avenue, Flushing, New
York be approved and the case closed.

The Application

By letters dated June 11, 2003, Herbert E. Hirschfeld, P.E., Post Office Box 744, Glen Cove, NY 11542, requested permission to submeter electricity to residential tenants at Queens Fresh Meadows, LLC, Flushing New York, (Fresh Meadows complex) at 188-02 64th Avenue, Flushing, New York. This apartment complex includes 3,008 residential units in two 13 story master metered buildings, sixty-seven two-story master metered low rise buildings, and seventy three-story low rise master metered buildings. The complex was constructed in 1948 and is currently under the jurisdiction of the New York State Division of Housing and Community Renewal (DHCR). Each apartment will be submetered. Each apartment is rent stabilized and subject to the rent regulations and guidelines of the DHCR - Office of Rent Administration.

In accordance with the State Administrative Procedure Act (SAPA), this petition was properly noticed in the State

Register on July 16, 2003. The comment period expired on August 30, 2003. No comments were received.

Commission Approval Required

This petition involves the submetering of electricity at master-metered residential rental buildings owned by a private or governmental entity and requires Commission approval on a case-by-case basis in accordance with 16 NYCRR §96.2(b)(1)-(8).

The Submetering Plan

Electric usage for this site is metered by a single utility master-meter that monitors and records electric consumption in kilowatt-hours (kWh) for the entire site. A separate computerized electronic submetering system will measure each unit's electric consumption. The consumption information will be relayed to a central data collection unit on demand. The monthly electric consumption will be downloaded to a billing system from which monthly billing statements will be issued. Records of the electric usage for each unit will be maintained for at least 24 months.

The applicant asserts that the submetering system to be employed in these buildings complies with the most current standards of the American National Standard Institute Code for Electricity Metering (ANSI C-12), which identifies reliability and accuracy standards.

A. Benefits of Submetering

The applicant states that purchasing electricity for the individual units with submeters, as compared to direct utility metering, will be less costly primarily due to reduced installation and retrofit costs necessary to accommodate submetering, and the availability of bulk rates. Because the complex will be master-metered at a single point, the entire property will be billed at Con Edison's bulk Residential Redistribution Rate rather than the more costly Large Commercial General Service Rate.

The applicant also suggests that rate economics under deregulation make the master metering and submetering of these

buildings more favorable for tenants because of the availability of more beneficial pricing for electricity due, in part, to the aggregation of tenant bills into one bill. Finally, the applicant states that NYSERDA incentives are available to help defer the costs of submetering equipment.

B. Tenant Submetered Rates

Rates and charges paid by the tenants will be based on the actual bulk residential rate that is charged by Con Ed and may include an administrative fee of up to \$4.00 per month per tenant. To establish the monthly rate for electricity to the tenants, management will apportion the Con Edison bill according to each tenant's actual submetered usage. The tenant's electric charges will be equal to the individual apartment's monthly consumption as measured by the submeter times the Con Edison bulk residential rate charged to the apartment complex, including a monthly administrative fee for meter reading and billing. In no event will the total charges (including administrative fees) exceed the Con Edison residential rate for direct metering.

C. Tenant Protections

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. The applicant certifies that the building manager will not terminate electric service to tenants for non-payment of electric charges. Electric shutdowns of a temporary duration may occur, but only to accommodate a repair or building emergency.

New tenants will be notified when they sign a rental agreement that the building is submetered. The rental agreement will summarize the information contained in the application. The submetering company will also provide complaint procedures and tenant protections in compliance with the Home Energy Fair Practices Act (HEFPA).

The applicant has agreed to provide rent reductions to all tenants living in rent stabilized apartments. Tenants will have their rents reduced in accordance with DHCR guidelines.

D. Tenant Notification

The applicant 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 lease agreements for the Fresh Meadows complex. In addition, the applicant has provided notice of his intent to submeter to each of the buildings' tenants. The notice provided a summary of the information contained in the submetering application and included the address and phone number of the nearest Commission Offices. A notarized affidavit from the buildings General Manager was provided to staff which states that by direction of the General Manager letters were mailed to each of the 3,008 residents on November 28, 2003.

Discussion

This application to submeter meets the requirements of the Commission for the submetering of master-metered rental units owned or operated by private or governmental entities. Submetering is economically advantageous over direct utility metering in that installation and account maintenance costs, in addition to the property's total electricity costs, will be lower. The submetering equipment complies with ANSI C-12 standards for accuracy.

This application provides for a rate cap, tenant protections, and grievance procedures. The application also contains stipulations for a rent reduction in accordance with DHCR guidelines. All residents of the Fresh Meadows complex will be notified prior to occupancy of the owner's intention to submeter each unit in lieu of direct Con Edison metering through provisions of their lease.

The applicant also certifies that the information about rates, complaint procedures, tenant protections and enforcement mechanisms will be available in plain language for all tenants and will be included in their leases. The applicant shall also disclose, as a component of the lease, that a new §53 to the Public Service Law (PSL) took effect on June 18, 2003, imposing

the requirements of PSL Article 2 on any entity that sells or facilitates the sale of electricity to residential customers¹.

Conclusion

The submetering proposal, as described in the sponsor's application, appears to be adequate and reasonable, and is in compliance with applicable Commission regulations.

Respectfully submitted,

HONOR M. KENNEDY
Utility Consumer Program Specialist
Office of Consumer Services

Reviewed by:

LUANN M. SCHERER
Utility Consumer Program Specialist
Office of Consumer Services

DAVID R. VAN ORT
Assistant Counsel
Office of General Counsel

Approved:

RICHARD GIFFORD
Chief, Consumer Advocacy and Education
Office of Consumer Services

¹ Prior to the amendment of PSL Article 2 (HEFPA) by addition of PSL §53, HEFPA only applied to the provision of residential service by gas, electric and steam corporations and municipalities.

EXHIBIT B

HEFPA IMPLEMENTATION PLAN

QUEENS FRESH MEADOWS, LLC

188-02 64th Avenue

Fresh Meadows, New York 11365

1. Deferred Payment Agreement Package
2. Budget Billing Agreement
3. Late Payment Procedures
4. Complaint Resolution Plan
5. Termination of Electric Service Plan
6. Disclosure Statement

**1. Deferred Payment Agreement
Package**

- A. Deferred Payment Agreement
- B. Asset Evaluation Form
- C. Past Due Reminder Notice

Residential Deferred Payment Agreement

Customer's

Name: _____

Address: _____

Account #: _____

The total amount owed to QUEENS FRESH MEADOWS, LLC for this account as of MM/DD/ YYYY is \$XX.XX.

QUEENS FRESH MEADOWS, LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from you local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond you control. If after entering into this agreement, you fail to comply with the terms, QUEENS FRESH MEADOWS, 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, QUEENS FRESH MEADOWS, LLC 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 QUEENS FRESH MEADOWS, LLC Management Office at 718-454-6700.**

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**

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

This agreement has been accepted by QUEENS FRESH MEADOWS, LLC. If you and QUEENS FRESH MEADOWS, 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 QUEENS FRESH MEADOWS, LLC may pursue suspension of your electric service.

Please return the completed document to Queens Fresh Meadows, LLC, 188-02 64th Avenue, Fresh Meadows, New York 11365.

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

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	\$ _____

SPECIAL PROTECTIONS
REGISTRATION FORM

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

QUEENS FRESH MEADOWS, LLC
188-02 64th Avenue
Fresh Meadows, New York 11365

ACCOUNT INFORMATION

(Be sure to complete before mailing)

<hr/>	
Name	
<hr/>	
Address	Apartment
<hr/>	<hr/>
Town/City	Zip
<hr/>	<hr/>
Telephone # Daytime	Evening
<hr/>	<hr/>
Account Number (as shown on bill)	
<hr/>	

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit Owner 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 Owner is blind (Legally or Medically)
- ☐ Unit Owner has a permanent disability
- ☐ Unit Owner/resident of my house has a Medical Hardship (type):

- ☐ Unit Owner/resident of my house 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(to provide this is 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 or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

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 QUEENS FRESH MEADOWS, 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 718-454-6700 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 QUEENS FRESH MEADOWS, LLC for this account as of MM/DD/YYYY is \$XX.XX.

QUEENS FRESH MEADOWS, LLC
188-02 64th Avenue
Fresh Meadows, New York 11365

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

Customer’s Name: _____
Address: _____
Account #: _____

Under this Plan, QUEENS FRESH MEADOWS, 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. QUEENS FRESH MEADOWS, LLC reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. QUEENS FRESH MEADOWS, 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, Queens Fresh Meadows, 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, Queens Fresh Meadows, LLC will true 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 QUEENS FRESH MEADOWS, 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 QUEENS FRESH MEADOWS, LLC Management Office, 188-02 64th Avenue, Fresh Meadows, New York 11365 by MM/DD/YYYY.

HEFPA Quarterly Billing Plans (“Plan”)

Customer’s Name: _____

Premise Address: _____

Account Number: _____

Under this plan, QUEENS FRESH MEADOWS, 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, QUEENS FRESH MEADOWS, 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 QUEENS FRESH MEADOWS, LLC
Management Office, 188-02 64th Avenue, Fresh Meadows, New York 11365 by
MM/DD/YY.**

3. Late Payment Procedure

Late Payment Procedures

QUEENS FRESH MEADOWS, LLC reserves the right to charge a late payment fee. The late payment fee shall be consistent with the QUEENS FRESH MEADOWS, 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, QUEENS FRESH MEADOWS, 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 QUEENS FRESH MEADOWS, LLC or the Public Service Commission.

4. 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 with 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 particular 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 and file a complaint. The website can be accessed for any information on HEFPA.

RIGHTS AND COMPLAINT PROCEDURE

As a Tenant customer for electricity you have certain rights assured by The Home Energy Fair Practices Act (HEFPA).

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 718-454-6700. If you have an electrical emergency, please call us at 718-454-6700. If you would like to contact us by mail, please write to us at (QUEENS FRESH MEADOWS, LLC, 188-02 64th Avenue, Fresh Meadows, NY 11365). Your satisfaction is important to us, therefore, if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, you must first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested of AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-761-8557. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning a sub-meter malfunction, management will arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response, he/she may request a review of said determination by filing a written or verbal protest within

fourteen (14) days from the date of the response to the managing agent or representative.

No particular process form is required. The complainant can also contact 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 and file a complaint.

The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid. Your meter is read because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill please contact AMPS-ELEMCO, Inc. by telephone or by letter in order to make a deferred payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill.

Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact AMPS-ELEMCO, Inc. and identify yourself.

If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

Medical Hardship. You must provide a medical certificate from your doctor or local Board of Health.

Life Support Equipment. If you have life support equipment and medical certificate.

If you or a member of your immediate family is hospitalized you may receive a thirty-day extension.

While we are working with you to develop a payment agreement or while you are trying to obtain financial assistance, we will not shut off services for a period of fifteen (15) days. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself.

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive a notice of payment from a Social Service

Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to QUEENS FRESH MEADOWS, LLC, 188-02 64th Avenue, Fresh Meadows, NY 11365.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act Plan is available for your review in the QUEENS FRESH MEADOWS, LLC Management Office.

Owner shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

5. Termination of Electric Service Plan

- A. Termination Plan
- B. Final Termination Notice
- C. Final Suspension Notice

Termination Plan

- (a) QUEENS FRESH MEADOWS, LLC may terminate service for a Tenant provided by HEFPA, if the Tenant:
 - (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Tenant or excusable utility delays; and provided further, that QUEENS FRESH MEADOWS, LLC shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Tenant's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
 - (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of QUEENS FRESH MEADOWS, LLC that the Tenant may contact in reference to his account;
 - (4) the availability of QUEENS FRESH MEADOWS, LLC procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.

The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF QUEENS FRESH MEADOWS, LLC WHEN PAYING THIS BILL."
- (c) Notice of termination – time.
 - (1) QUEENS FRESH MEADOWS, LLC shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant; or
 - (ii) has been mailed to the Tenant at the premises where service is rendered.

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YY you signed a Residential Deferred Payment Agreement (DPA) which obligated you to make a down payment of \$XX.XX by MM/DD/YY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination. 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. In addition, we may also pursue termination of delivery service to your account.

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 718-454-6700 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to QUEENS FRESH MEADOWS, LLC for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (unit owner/tenant's name):

Your account is now 90 days overdue. Please make payment or we shall institute termination of your electric service.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-454-6700. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

QUEENS FRESH MEADOWS, LLC
188-02 64th Avenue
Fresh Meadows, New York 11365

FINAL TERMINATION NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (Customer's name):

By letter, dated MM/DD/YYYY, QUEENS FRESH MEADOWS, LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YYYY would result in QUEENS FRESH MEADOWS, LLC terminating your service. Our records indicated 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 due, you may call or write QUEENS FRESH MEADOWS, LLC, 188-02 64th Avenue, Fresh Meadows, NY 11365, 718-454-6700, or you may contact the Public Service Commission at 1(800)342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF QUEENS FRESH MEADOWS, LLC WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-454-6700. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

QUEENS FRESH MEADOWS, LLC
188-02 64th Avenue
Fresh Meadows, New York 11365

Disclosure Statement

QUEENS FRESH MEADOWS, 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 QUEENS FRESH MEADOWS, LLC

All apartments shall be billed at the bulk rate paid by QUEENS FRESH MEADOWS, LLC calculated by taking the total monthly charge for electricity dividing this amount by the total number of kwhrs consumed to determine the cost per kwhr to be charged to each apartment. The charge will be calculated by multiplying the cost per kwhr and the number of kwhrs used as indicated by the Shareholders meter. This charge will be compared to the charge if the shareholder was an SC-1 customer of Con Edison. The lower of the two charges will be the charge sent to the shareholder.

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.