

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 May 22, 2019, in Case 19-E-0070: Notice of Intent of 16 Sheridan Avenue LLC to Submeter Electricity at 16 Sheridan Avenue, Albany, New York 12210, Located in the Niagara Mohawk Power Corporations, d/b/a National Grid (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 16 Sheridan Avenue, Albany, New York 12210, is a submetered facility. 16 Sheridan Avenue LLC (the "Submeterer"), the owner of this building, is responsible for the administration of submetering, which is performed by a third-party billing company under contract with the Submeterer to invoice residents for their monthly utility usage. Residents receive monthly bills from the Submeterer or its third-party billing company for their respective electricity usage.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer by telephone at (518) 344-4543, or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180. 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 3 Empire State Plaza, Albany, New York 12223, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility’s (Niagara Mohawk Power Corporation d/b/a National Grid) direct-metered residential rate. The Submeterer may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

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 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 annual 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. If you have overpaid, you will be issued a credit to your account. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

If you are having difficulty paying your electricity bill, please contact the Submeterer to see if you qualify for a deferred payment agreement, whereby you may be able to pay the

balance owed on your electricity account over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding electricity 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 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 believe that 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:

**16 Sheridan Avenue LLC
c/o Redburn Development Partners
172 River Street
Troy, New York 12180**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address

Unit #

Town/City

Zip

Telephone # Daytime

Evening

Account # (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or older or 18 years of age or younger.
- ☐ Unit occupant is blind (legally or medically)
- ☐ Unit occupant has a permanent disability (type):

- ☐ Unit occupant has a medical hardship (type):

- ☐ Unit occupant has a life support hardship (type):

I receive government assistance.

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

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

Please send me more information about:

- ☐ 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, the “Submeterer”) shall process the master invoice(s) received from the distribution utility (Niagara Mohawk Power Corporation d/b/a National Grid), 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 considering the resident’s financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or mailed to the resident. The contents of that letter will include:

- Meeting date, time, and location or call-in number.
- 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 hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident has twenty (20) days from the date payment was due to make the payment or enter into a revised *Deferred Payment Agreement*, if applicable.
- If the resident contacts the 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 send 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, if applicable, the Submeterer will send two *Deferred Payment Agreements*, executed by the Submeterer, 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, 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 or 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, 16 Sheridan Avenue LLC (the “Submeterer”) is required to provide you an opportunity to visit our office and meet with our designated staff member or to call the us at (518) 344-4543 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 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180, 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 the 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	

Total Assets: _____

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	

Total Expenses: _____

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 16 Sheridan Avenue 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 (518) 344-4543 or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180.**
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 a 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 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.

<hr/>	<hr/>
Resident	Date

<hr/>	<hr/>
16 Sheridan Avenue 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 16 Sheridan Avenue LLC (the “Submeterer”) by telephone at (518) 344-4543 or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180, 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, 16 Sheridan Avenue 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 (518) 344-4543, 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 Albany County Department of Social Services (“ACDSS”). ACDSS can be reached by telephone at (518) 447-7300, or by visiting its office at 162 Washington Avenue, Albany, New York 12210.

Before ACDSS 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 by telephone at (518) 344-4543 or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180.

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

**16 Sheridan Avenue LLC
c/o Redburn Development
172 River Street
Troy, New York 12180**

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, 16 Sheridan Avenue 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

16 Sheridan Avenue LLC

Date

Return one signed copy to the Submeterer by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____
Address: _____
Account No.: _____

Under this plan, 16 Sheridan Avenue 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:

_____ Resident	_____ Date
_____ 16 Sheridan Avenue LLC	_____ Date

Return one signed copy to the Submeterer by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180, 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 16 Sheridan Avenue LLC by telephone at (518) 344-4543 or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180. 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,

16 Sheridan Avenue 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 16 Sheridan Avenue LLC (the "Submeterer") by telephone at (518) 344-4543 or by mail at 16 Sheridan Avenue LLC, c/o Redburn Development Partners, 172 River Street, Troy, New York 12180, or you may contact the Public Service Commission at (800) 342-3377.

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the 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,

16 Sheridan Avenue LLC

Enclosures

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