

July 9, 2019

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case _____ - Notice of Intent and Waiver Request of 123 Linden LLC to Submeter Electricity at 123 Linden Boulevard, Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

On behalf of 123 Linden LLC, attached please find a Notice of Intent and Waiver Request to Submeter Electricity at 123 Linden Boulevard, Brooklyn, New York. Please contact me with any questions.

Respectfully submitted,

COUCH WHITE, LLP

Adam T. Conway

Adam T. Conway

ATC
Attachment

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Notice of Intent and Waiver Request of	)	
123 Linden LLC To Submeter Electricity	)	
at 123 Linden Boulevard, Brooklyn, New York 11266,	)	Case No. _____
Located in the Territory of Consolidated Edison	)	
Company of New York, Inc.	)	

**NOTICE OF INTENT TO SUBMETER ELECTRICITY
AND REQUEST FOR WAIVER OF ENERGY AUDIT
AND ENERGY EFFICIENCY PLAN REQUIREMENTS**

123 Linden LLC (the “Applicant”), the developer of a new multi-unit building located at 123 Linden Boulevard, Brooklyn, New York 11226 (the “Building”) hereby requests authorization to submeter the 467 residential rental units to be located in the Building. Further, as described in Section K herein, Applicant also requests waiver of the energy audit and energy efficiency plan requirements in 16 NYCRR § 96.5(k)(3). Applicant currently anticipates that the Building will be ready for occupancy in September of 2019.

Because Applicant is seeking authorization to submeter at a new, master-metered multi-unit residential premises that will not utilize electric heat, Applicant hereby provides the information required in a Notice of Intent to Submeter pursuant to Section 96.3(a) of the NYS Public Service Commission’s (“Commission”) Rules and Regulations (16 NYCRR § 96.3(a)). Furthermore, none of the units at the Building are occupied as of the date of this Notice of Intent. Therefore, the notice requirements in 16 NYCRR §§ 96.3(a) and (c) are not applicable to Applicant. However, as described in more detail below, Applicant will include a Submetering Lease Rider for all of the residential units in the Building. The lease riders will provide prospective residents with notice, prior to signing a lease agreement, that electricity will be supplied on a submetered basis and the residents will be responsible for electric charges. Furthermore, each year

Applicant will provide every unit owner with the Annual Notification of Rights required by the Home Energy Fair Practices Act (“HEFPA”).

INFORMATION REQUIRED BY 16 NYCRR § 96.3(A)

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

The Building will utilize SATEC, Inc.’s BFM136 electric submetering system. This system was approved by the Commission for use in residential electric submetering applications on March 4, 2015¹ and is capable of terminating electric service to individual units.

B. Description of methods to be used to calculate bills

The monthly bills will be based on Consolidated Edison Company of New York, Inc.’s (“Con Edison”) rates and charges for direct-metered, residential electric service. In no event will the total bill for a billing period for any unit (including any monthly administrative charge) exceed Con Edison’s rates and charges for delivery and commodity in that billing period for similarly situated, direct-metered residential customers. Applicant or its agent will administer the monthly electric submetering bills. Each billing period, Applicant or its billing agent will read the meters and process a bill based on the resident’s actual consumption. Consistent with the Commission’s rules and regulations, the meter reading data and billing calculations will be retained for a six year period for each unit.

C. Plan for Complying with the Provisions of HEFPA

Attached hereto as **Exhibit A** is a HEFPA Implementation Plan containing, among other things: (i) sample forms to be used to determine residents’ assets; (ii) sample budget and quarterly billing forms; (iii) sample past due reminder notice; (iv) sample notice to social services

¹ 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 March 4, 2015).

of a resident's inability to pay; (v) final notice to terminate service; (vi) annual resident notification of rights; (vii) description of bill contents; (viii) sample budget or levelized payment plans; (ix) sample deferred payment agreement; and (x) complaint handling procedures.

D. Submeterer Identification Form

The Submeterer Identification Form for the Building is attached as **Exhibit B** hereto.

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

This section is not applicable. The Building is new construction and submetered electric charges will be billed separately from all other charges.

F. Submetering Lease Rider

As noted above, Applicant will include a Submetering Lease Rider with all lease agreements at the Building, which will provide prospective residents with notice, prior to signing a lease agreement, that electricity will be supplied on a submetered basis and the residents will be responsible for electric charges and includes, among other things, summaries of the submetering complaint procedures and the HEFPA rights and responsibilities of residents. The Submetering Lease Rider that Applicant will utilize at the Building will be in a format substantially similar to the Lease Rider attached hereto as **Exhibit C**.

G. Proof of service

A copy of this Notice of Intent was sent to Con Edison, the utility company providing service to the Building, on July 9, 2019 via overnight mail. Attached to this Notice of Intent as **Exhibit D** is a copy of the transmittal letter to Con Edison.

H. Refrigerators

The Building is new construction and each residential unit will be initially equipped with a new refrigerator that is less than 10 years old.

I. Description of electric energy efficiency measures to be installed

Applicant is planning to incorporate several energy efficiency measures into the Building. For example, Applicant plans to initially equip each residential unit in the Building with Energy Star-rated refrigerators and dishwashers, as well as energy efficiency washers and dryers. Applicant also plans to incorporate efficient lighting fixtures, high-efficiency gas-fired boilers that are used for pool heating, and efficient air cooled VRF units within each unit. Each apartment unit is equipped with individual electrical hot water heaters. Outside of individual units, Applicant plans to incorporate efficient common area lighting fixtures with occupancy sensors and a sophisticated lighting control system. Applicant is also planning to utilize low-e glass to help keep heat inside during the winter and outside during the summer, which should reduce the Building's overall heating and air conditioning consumption.

J. Description of information and education programs to be provided to residents

Each year, Applicant plans to provide residents with information on how they can reduce energy usage. Applicant will distribute this information at the same time the annual notification of HEFPA rights is distributed. Sample energy reduction information is attached as **Exhibit E** to this Notice of Intent.

K. Information regarding income-based housing assistance

Of the 467 submetered residential units at the Building, 141 will be designated as moderate income, rent stabilized units that are available to applicants at or below 130% of area median income. Applicant will utilize the NYC Department of Housing Preservation and

Development's ("HPD") Inclusionary Housing Program and the NYC HPD 421-a real estate tax abatement housing program at the Building.

Although 16 NYCRR Part 96 does not define the term "income-based housing assistance," Applicant respectfully requests a waiver of the energy audit and energy efficiency plan requirements in 16 NYCRR § 96.5(k)(3) to the extent the Commission deems such requirements to apply to the Building. New York City has an Energy Conservation Code ("NYCECC"), which is applicable to "commercial buildings" such as the Building.² The NYCECC 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.³ Since the Building is new construction and must comply with the NYCECC, consistent with certain recent submetering orders, Applicant respectfully requests a waiver of the energy audit and energy efficiency plan requirements of 16 NYCRR § 96.5(k)(3).⁴

² See New York City Energy Conservation Code (Administrative Code of City of NY, tit 28, ch 10, subch 2) § C202; see also <https://www1.nyc.gov/site/buildings/codes/energy-conservation-code.page>.

³ 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).

⁴ See, e.g., Case 16-E-0367, Notice of Intent of 58 Corner LLC to Submeter Electricity at 600 W. 58th Street, New York, New York, Located in the Service Territory of Consolidated Edison Company of New York, Inc., Order Authorizing Submetering (issued November 23, 2016) at 4.

L. Information pertaining to property utilizing electric heat

The Building will not be an “electric heat property.” The building will utilize a high-efficiency variable refrigerant flow system (“VRF”) for providing heating and cooling. The specific VRF system that the Building will use is the Mitsubishi City Multi-VRF (“Mitsubishi VRF”) The Commission has previously held that variable refrigerant flow systems, and the Mitsubishi VRF in particular, do not constitute “electric heat.”⁵ Therefore, the requirements of 16 NYCRR § 96.5(l) are not applicable.

CONCLUSION

For all of the foregoing reasons, Applicant’s submetering plan satisfies the requirements of 16 NYCRR Part 96; is in the public interest; and is consistent with the provision of safe and adequate service to residents. Accordingly, Applicant respectfully requests that the Commission approve this Notice of Intent to Submeter and grant Applicant a waiver of the energy audit and energy efficiency plan requirements.

Dated: July 9, 2019
Albany, New York

Respectfully submitted,

Adam T. Conway
Adam T. Conway, Esq.
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Counsel for Applicant
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⁵ See Case 17-E-0107, Notice of Intent of 125 Metropolitan Owner LLC and 125 Metropolitan LI LLC to Submeter Electricity at 94 North 3rd Street, Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc (issued October 25, 2017) at 2 n. 1.

EXHIBIT A
HEFPA IMPLEMENTATION PLAN

HEFPA IMPLEMENTATION PLAN

123 LINDEN BOULEVARD, BROOKLYN, NEW YORK 11226

- 1. Procedure to Pursue Collection of Utility Charges**
- 2. Deferred Payment Agreement Package**
- 3. Budget Billing Agreement**
- 4. Late Payment Procedures**
- 5. Complaint Resolution Plan**
- 6. Final Termination Notice**
- 7. Annual Notification of Rights**

1. Procedure to Pursue Collection of Utility Charges

Step 1: Receive Master Utility Invoice

Staff for 123 Linden Boulevard, or its billing agent acting on its behalf, (collectively, “Submeterer” or “Staff”) shall process the master invoice received from the utility (*e.g.*, Consolidated Edison Company of New York, Inc.) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within 10 days after receipt of the master utility invoice, Submeterer shall calculate and distribute a submetered utility statement to each resident. Payment is due within 30 days from receipt of the submetered bill.

Step 3: Identify Past Due Accounts

Twenty (20) days after the due date of the submetered utility bill, Submeterer will generate a report from its computer system that will list all past due utility accounts. If Staff deems necessary, Staff will review this list and contact each resident with a past due utility account. Staff will provide the following documents to each such resident: *Deferred Billing Agreement Option Form* and the *Deferred Payment Agreement – Required Information and Documents Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in a Deferred Payment Agreement, Staff will enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between Staff and the resident must be scheduled within five (5) days to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the financial circumstances of the resident. A *Deferred Payment Agreement Appointment Letter* will be immediately hand-delivered and mailed to the resident. The contents of that letter will include:

- Appointment date and time.
- A listing of all information that must be provided during the meeting.
- A copy of the *Deferred Payment Agreement Worksheet* that will be used to determine the monthly amount that will be paid under the Deferred Payment Agreement. It is important to remember that the *Deferred Payment Agreement Worksheet* is NOT the Deferred Payment Agreement.

During the meeting, Staff and the resident will:

- Review the resident’s income, assets and reasonable monthly expenses.

- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident's financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the 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, Staff will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, Staff 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, Staff will send the resident the Deferred Payment Agreement for his/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 Submeterer can seek to terminate the resident's electricity. These actions include:

- Within ten (10) days after a Deferred Payment Agreement payment is due but not made, Staff will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident then has ten (10) days to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts Submeterer within the ten (10) day period regarding an inability to pay, Staff will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
 1. If the resident is able to demonstrate a significant change in his/her financial status, Staff will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, we expect that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 2. If the resident is unable to demonstrate a significant change in his/her financial status, Staff should explain that determination and demand payment of the missed payment.
- If, within twenty (20) days after the date of the *Deferred Payment Agreement Reminder Notice*, Submeterer does not receive payment or enter into a

Revised Deferred Payment Agreement, Staff shall send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event 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* along with an executed Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate.

The *Final Termination Notice* will be mailed out by Staff: (i) ten (10) days after the date Submeterer contacted a resident with a past due utility account and received no response from the resident; or (ii) the day after negotiations cease between Staff and the resident over the terms of a Deferred Payment Agreement.

Staff will include with the *Final Termination Notice* two copies of a Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate, that has been executed by Staff. The terms of payment in this document may be the same as those calculated from the *Deferred Payment Agreement Worksheet*, if available, or as otherwise determined by Staff. The resident shall be advised that it may sign the proffered Deferred Payment Agreement or Revised Deferred Payment Agreement in order to avoid termination of electricity service, and that the executed document must be returned to Submeterer prior to the date set forth in the *Final Termination Notice*.

Step 7: Review for Special Procedures

On the same date that a *Final Termination Notice* is sent to a resident, Staff will review the status of the resident to determine if he/she qualifies for special procedures under HEFPA. If the resident so qualifies, additional steps will be undertaken before Submeterer can complete the HEFPA process and seek to terminate the resident's electricity service.

Step 8: Termination of Electricity Service

If, after 15 days, the resident has failed to pay his/her electricity bill or failed to pay amounts due under a Deferred Payment Agreement and Submeterer have taken the required steps if special protections are applicable, Submeterer may terminate such resident's electricity service as required by New York State Public Service Commission regulations.

Staff should advise residents that bills and notices can be prepared in both English and another language if a resident is not proficient in English.

2. 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**

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, we are required to provide you an opportunity to visit the management office and meet with our designated staff member, or call the management office at (212) 808-4000, for the purpose of discussing your right to a Deferred Payment Agreement for the outstanding electric charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the management office on or before 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 signature and return to office.
- 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: _____	
Apt #: _____ Date: _____	

OR

☐	NO, I would not like to schedule an appointment to discuss a Deferred Payment Agreement.
Resident Signature: _____	
Apt #: _____ 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 electric charges totaling \$_____.

We have scheduled your appointment for:

Date:_____ **Time:**_____

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:

- A copy of the *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 supporting documentation for 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 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 will negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances that are not within your control.
- Your payment agreement may not require a deposit.

CONFIDENTIAL

Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

Resident 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 (e.g., food, telephone)	
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 landlord in the calculations of this worksheet are correct and accurate.

C. Deferred Payment Agreement

Resident Name: _____

Apt No.: _____

The total amount owed to 123 Linden Boulevard for this account as of MM/DD/YYYY is \$XX.XX.

123 Linden Boulevard 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 possible termination of service.**

Assistance to pay utility bills may be available to applicants or 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, 123 Linden Boulevard may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, 123 Linden Boulevard may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please notify the management company by mail at 2 Washington Street, New York, New York 10006 or by phone at (212) 808-4000.**

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

This agreement has been accepted by 123 Linden Boulevard. If you and 123 Linden Boulevard cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3355.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

Acceptance of Agreement

Company Acceptance: By this statement, 123 Linden Boulevard verifies that the specific terms offered in this document constitute an acceptable agreement for payment of monies owing.

Signature: _____
Print Name: _____
Date: _____

Resident Acceptance: To indicate acceptance; sign, date and print name.

I have read, understand and accept the terms of this agreement.

Signature: _____
Print Name: _____
Date: _____

D. Past Due Reminder Notice

Date

Resident

Street Address

City, State, Zip Code

Re: Payment Past Due Reminder Notice

Dear Resident:

On MM/DD/YYYY you signed a 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 a *Final Termination Notice*.

You have failed to comply with the terms of the Deferred Payment Agreement. We are notifying you that you must meet the terms of the Deferred Payment Agreement by making the necessary payment within 20 calendar days of the date payment was due MM/DD/YYYY, or a *Final Termination Notice* may be issued.

If you are unable to make payment under the terms of the Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at **(212) 808-4000** because a new Deferred Payment Agreement may be available. If further help is needed, you may call the New York State Public Service Commission at 1-800-342-3355, 7:30 A.M. to 7:30 P.M., Monday through Friday.

Assistance to pay utility bills may be available to applicants or recipients of public assistance or supplemental security income from your local social services office by calling (718) 557-1399.

The total amount owed to 123 Linden Boulevard for this account as of MM/DD/YYYY is: \$XX.XX.

Sincerely

(Your Name)

Title

3. Budget Billing Agreement

Resident Name: _____

Address: _____

Account #: _____

Under this Plan, 123 Linden Boulevard agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan ("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.

The 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 12 months of customer billing data are not available then the submeterer shall estimate consumption over the next 12-month period using billing data for the premises.

The Plan shall be subject to regular review (every 3-6 months) for conformity with actual billings. 123 Linden Boulevard reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption and/or commodity prices.

Each month, you will be billed an equal monthly payment and you are required to pay that amount. Your bill will inform you of your consumption for the period, as well as the 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.

In the last month of the Plan, 123 Linden Boulevard shall 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 12-month period if you were not on the plan. If you owe 123 Linden Boulevard 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 Signature: _____

Date: _____

123 Linden Boulevard: _____

Date: _____

Return one signed copy to 123 Linden Boulevard's management company at 2 Washington Street, New York, New York 10006 by MM/DD/YYYY.

HEFPA Quarterly Billing Agreement

Customer Name: _____

Address: _____

Account #: _____

Under this Plan, 123 Linden Boulevard agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan ("Plan").

You confirm that you are greater than 62 years old, and that your bills in the preceding 12 months, starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, you 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 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 would like Quarterly Billing.

Acceptance of Agreement

Customer Signature: _____

Date: _____

123 Linden Boulevard: _____

Date: _____

Return one signed copy to 123 Linden Boulevard management office at 2 Washington Street, New York, New York 10006 by MM/DD/YYYY.

4. Late Payment Procedures

123 Linden Boulevard reserves the right to charge a late payment fee. The late payment fee will not exceed one and one-half percent per month on the unpaid balance of any bill including any interest thereon. The bill to each resident 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

No late payment fee will be imposed for a minimum of 30 days beyond a bill's payment due date.

Late payment fees shall not apply to any charges that are the subject of a pending complaint before 123 Linden Boulevard or the Public Service Commission.

5. Complaint Resolution Plan

To resolve a complaint involving a resident's electric charges, the resident shall first present to the management company, an oral or written complaint, which shall include the action or relief requested. To make a complaint orally, please contact the managing agent at (212) 808-4000. If you would like to file a complaint in writing, please send the complaint to us at **2 Washington Street, New York, New York 10006**. Your managing agent or its representative shall investigate and respond to the complaint in writing within thirty days of the receipt of the complaint. The managing agent may utilize a third party vendor, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised, in writing, of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or its representative's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response from the managing agent or its representative. No particular form of protest is required. If necessary, an inspection of the resident's meter may be ordered and/or a conference may be scheduled with management and the complainant. Management shall, within a reasonable period of time, prepare a written report containing a disposition of the matter. A copy of this report shall be sent to the complainant. If the complaint pertains to a billing dispute, the complainant is not required to pay the amount in dispute during the pendency of the complaint. However, the complainant is required to specify the amount in dispute and the complainant remains responsible for paying all undisputed bills in a timely manner.

At all times, the complainant may contact the New York State Department of Public Service and file an oral or written complaint at 1-800-342-3355 or, 90 Church Street, New York, NY 10007. Residents of 123 Linden Boulevard are afforded all of the rights and remedies available under the Home Energy Fair Practice Act ("HEFPA").

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**PLG
c/o Columbus Property Management
2 Washington Street
New York, New York 10006**

ACCOUNT INFORMATION

(Be sure to complete before mailing or submitting)

Name

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Customer 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
- ☐ Customer is blind (Legally or Medically)
- ☐ Customer has a permanent disability
- ☐ Customer/resident of my house has a Medical Hardship that requires special protection

☐ Customer/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 is **(providing a Social Security Number is optional)**:

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

DOCUMENTATION OF INABILITY TO PAY UTILITY BILLS

We have received an initial certificate of medical emergency, under which we must continue to provide you with utility service for 30 days, starting _____ and continuing until the beginning of business on _____.

At the expiration of that period, we can, under the provisions of law (sec. 32 [3][a], Public Service Law) and Public Service Commission's regulations (16 NYCRR 11.5[a]), terminate your utility service UNLESS the medical condition persists AND you do not have enough ready cash or income to meet your past due and current utility bills and still meet your other necessary expenses such as food, housing and medical treatment.

Please use this form to provide the information we need to make a determination, as required by law, whether you are unable to pay past due and current bills. We will continue to provide you with utility service while we consider the information you provide.

If we determine that you have NOT demonstrated that you are unable to pay past due and current bills, we will notify you in writing and inform you how you can seek review of our determination by the Public Service Commission. If we determine that you have NOT shown that you have a financial hardship, we will offer you a deferred payment agreement, so that you can pay past due bills and installments while you meet all current bills. And if you DO show a financial hardship, we will try to work out an arrangement so that you will not accumulate substantial past due bills.

If you have any questions, you can call the Managing Agent at **(212) 808-4000**. If you are not satisfied with our response, you also can call the Public Service Commission, Monday through Friday, 7:30 A.M. to 7:30 P.M., at 1-800-342-3355.

A. INFORMATION ON LIQUID ASSETS AND CURRENT INCOME

1. Liquid assets, such as cash, bank savings or checking accounts, etc. should be listed:

Cash on hand \$ _____

Bank checking account No. _____ Amt. presently in account \$ _____

Bank savings account No. _____ Amt. presently in account \$ _____

Name and address of Banks _____

2. Income information:

Source of Income:	Work	Yes _____	No _____	Amt. _____ (week)
	SSI	Yes _____	No _____	Amt. _____ (month)
	Public Assistance	Yes _____	No _____	Amt. _____ per mo.
	weeks			Amt. _____ per 2 weeks

If you are a recipient of Public Assistance, have you requested your local Social Services office to guarantee future payments?

Yes _____ No _____

B. EXPENSES

MONTHLY
PAYMENT AMT. OWING

Housing: Rent_____ Own_____
Food: Food Stamps: Yes_____ No_____
Medical expenses: (incl. prescriptions)
Utility: (gas and electric)
Heating: (if not gas or electric)
Telephone:
Installment payments: (credit card)
Transportation:
Car expense: (loan, gas, etc.)
Education:
Other:

I, the undersigned, do hereby certify that the above information provided is the truth, to the best of my knowledge.

(Signature)

(Date)

6. Final Termination Notice

Date

Resident

Street Address

City, State, Zip Code

Re: Final Termination Notice

Dear Resident:

By letter dated MM/DD/YY, 123 Linden Boulevard notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in 123 Linden Boulevard terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write us at **(212) 808-4000, or 2 Washington Street, New York, New York 10006** 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 123 LINDEN BOULEVARD MANAGING AGENT AT THE ADDRESS INDICATED ABOVE WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR 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 **(212) 808-4000**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Your Name

Title

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

PLG
c/o Columbus Property Management
2 Washington Street
New York, New York 10006

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur any time after MM/DD/YYYY.

7. Annual Notification of Rights Home Energy Fair Practices Act (HEFPA)

The electricity at **123 Linden Boulevard** is submetered. As a residential customer of electricity you have certain rights under the Home Energy Fair Practices Act (HEFPA).

A full copy of HEFPA rules is available at http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf

Complaint process:

If you have questions about your electric bill or believe your bill is inaccurate, you should contact **123 Linden Boulevard** Property Manager at **2 Washington Street, New York, New York 10006** or call the Managing Agent at **(212) 808-4000**. Your Property Manager will then investigate and respond to your complaint in writing within thirty (30) days of receipt of the complaint. If you are dissatisfied with the response, you may request a review of the outcome by sending management a written or verbal protest within fourteen (14) days from the date of the response from the property manager. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner. If the complaint pertains to a billing dispute, you are not required to pay the amount in dispute while the complaint is pending. However, you are required to specify the amount in dispute. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner.

You may contact the Department of Public Service at any time regarding a complaint about submetered service.

PSC Helpline - toll free number: **1-800-342-3355**

Online: www.dps.ny.gov or www.askPSC.com

Mailing address:

NYS Public Service Commission – Office of Consumer Services
90 Church Street, New York, NY 10007

Termination or Disconnection of Service:

Owner shall afford you all notices and protections available to you pursuant to HEFPA before any action(s) is commenced based on non-payment of your electric bill, including termination of service.

A Submeterer may disconnect service under the following conditions if the customer:

- fails to pay charges for services rendered; or
- fails to pay amounts due under a deferred payment agreement;
- fails to pay a lawfully required deposit; and

- is sent a final disconnection notice no less than 15 days before the disconnection date shown on the notice.

A final disconnection notice shall clearly state or include:

- the earliest date on which disconnection may occur;
- the reasons for disconnection, including the total amount required to be paid, and the manner in which disconnection may be avoided;
- the address and phone number of the office of the submeterer that the customer may contact in reference to his/her account;
- the availability of procedures for handling complaints;
- a summary of protections available under HEFPA; and
- in a size type capable of attracting immediate attention a statement that reads, “THIS IS A FINAL DISCONNECTION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.”

Reconnecting service

If your service has been shut off for non-payment, the submeterer must turn service back on within 24 hours, where possible, in the following situations:

- you have paid the amount due or signed a payment agreement and made the down payment, if required,
- the local Department of Social Services agrees to make a direct payment on your behalf or provides a written guarantee of payment,
- the service provider is notified that serious harm to health or safety is likely to result if service is not reconnected, or
- the PSC directs the service provider to restore service.

Special Procedures:

Notify 123 Linden Boulevard’s Property Manager at 2 Washington Street, New York, New York 10006 or call the Property Manager at (212) 808-4000 if any of these conditions exist.

- Medical Emergencies

No submeterer shall disconnect or refuse to restore service when a medical emergency exists. You must provide a medical certificate from a doctor or local board of health.

- Life Support Systems

If a customer or a resident of the customer’s premises suffers from a medical condition requiring utility service to operate a life-sustaining device, certification by a medical doctor or qualified official of a local board of health shall remain effective until terminated by the commission or its designee, provided the residential customer demonstrates an inability to pay charges for service. You must have life support equipment and provide a medical certificate from a doctor or local

board of health.

- Customers Who Are Elderly, Blind or Disabled

No submeterer shall disconnect or refuse to restore service where a residential customer is known to or identified to the submeterer to be elderly, blind, disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or blind or disabled, without complying with the procedures specified in HEFPA.

- Cold Weather Periods

Every submeterer shall develop and maintain methods to identify all residential households in its buildings whose utility service is heat related. During the period beginning November 1st of each year and ending April 15th of the following year, every submeterer shall observe, at a minimum, the procedures in HEFPA Section 11.5 (c) (2), which prevent submeterers from terminating, disconnecting, suspending or refusing to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists; provided, however, that a demonstration of the customer's inability to pay charges for service shall be required before a certificate of medical emergency can be renewed. A medical emergency exists when a resident of a customer's residence suffers from a serious illness or a medical condition that severely affects his or her well-being. An inability to pay charges for service is demonstrated when a customer is unable to pay past due and current utility bills because of insufficient liquid assets and current income, considering other necessary and reasonable expenses of the customer such as food, shelter and medical expenses as documented by provision of the information required in the form titled "Documentation of Inability to Pay Utility Bills," a copy of which will be provided upon request.

- Special Notification of Social Services

After the submeterer has sent a final notice of termination to a residential customer who it knows is receiving public assistance, supplemental security income benefits or additional State payments pursuant to the Social Services Law, and for whom the submeterer has not received a guarantee of future payment from the local social services commissioner, it shall, not more than five days nor less than three days before the intended termination or disconnection, notify an appropriate official of the local social services district that payment for submeterer services has not been made.

Voluntary Third-Party Notice: Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

If you are interested in Voluntary Third-Party Notice notify Management at 2 Washington Street, New York, New York 10006 or call (212) 808-4000 with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Deferred Payment Agreements: 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. A submeterer must make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account. You may not be eligible for a deferred payment agreement if you have broken an existing payment agreement or if the Public Service Commission determines that you have the resources available to pay the bill.

You may contact **Management at 2 Washington Street, New York, New York 10006 or call (212) 808-4000** to discuss details if interested.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan for the payment of charges. The plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. The plan shall be based on a customer's recent 12-month billing data and if not available then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises then the submeterer shall estimate consumption over the next 12-month period. Bills should clearly identify consumption and state the amounts that would be due without levelized or budget billing. In addition, each plan shall provide that bills will be subject to regular review for conformity with actual billings.

You may contact **Management at 2 Washington Street, New York, New York 10006 or call (212) 808-4000** to discuss details if interested.

Deposits: Deposits for submetered accounts may be required if:

- Tenant is a seasonal or a short-term customer.
- Customer accumulates two consecutive months of arrears without making reasonable payment. A submeterer shall provide a customer written notice, at least 20 days before it may assess a deposit.
- Customer had electric service terminated, disconnected or suspended for nonpayment during the preceding six months.
- Submeterer permits the customer to pay the deposit in installments over a period not to exceed 12 months.

Deposits for submetered accounts shall not be required or held if:

- Submeterer knows customer to be a recipient of public assistance, supplemental security

income, or additional State payments.

- Submeterer knows customer is 62 years of age or older unless such customer has had service terminated, disconnected or suspended by the submeterer for nonpayment of bills within the preceding six months.

Requirement:

- Deposits should be a reasonable amount not greater than twice the average monthly bill except in cases of centrally-provided electric heat, where it may not exceed twice the estimated average monthly bill for the heating season.
- Interest must be paid on deposits at a rate prescribed annually by the Commission, but in no event will the interest rate exceed the rate provided by institutional banks at the time the deposit is collected. Interest will be applied to the bill when the deposit was held for a period of one year. If the customer is not delinquent in payment of bills during the one year period, the deposit and the interest is refunded promptly.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1 1/2 percent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charge. Residential customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer's periodic receipt of income without such customers incurring late payment charges provided that the offer may prescribe a late payment charge where payment is not made within 20 days of the scheduled due date.

Contents of bills: Each submetering bill to a residential customer shall provide, in clear and understandable form and language, the charges for service. The residential bills shall include:

- (a) The name, address and account number of the customer, dates of the present and previous meter readings, whether estimated or actual amount consumed between present and previous readings, amount owed for the latest period, the date by which payments for the latest period may be paid without penalty, the penalty charge for late paid bills, credits from past bills and any amounts owed and unpaid from previous bills;
- (b) If the bill is issued under a budget or levelized billing plan, an identification of the type of plan, the total of the year's budget or levelized amounts billed to the end of the period covered by the current bill, the dollar amount billed for tariff items during such period, and the debit or credit balances; and
- (c) An explanation of how the bill may be paid, including one or more offices at which it may be paid, and a statement that bills may be paid at other authorized offices or payment agencies.

EXHIBIT B
SUBMETERING IDENTIFICATION FORM



New York State Public Service Commission
Office of Consumer Policy

Submetering Identification Form



Name of Entity: 123 Linden LLC			Corporate Address: 3 Columbus Circle, 26 th Floor		
City: New York	State: NY	Zip: 10019	Web Site: TBD		
Phone: 212-808-4000			Utility Account Number: not yet known		
Chief Executive: Joseph Moinian			Account Holder Name: 123 Linden LLC		
Phone: 212-808-4000			E-mail: PLGMgmt@columbuspropmgmt.com		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Liana Ashby			Name: Lance De La Rosa		
Phone: TBD			Phone: TBD		
Fax: n/a			Fax: n/a		
E-mail: lashby@columbuspropmgmt.com			E-mail: ldelarosa@columbuspropmgmt.com		
Address: 123 Linden Blvd			Address: 123 Linden Blvd		
City: Brooklyn	State: NY	Zip: 11226	City: Brooklyn	State: NY	Zip: 11226

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: PLGMgmt@columbuspropmgmt.com

Name of Property: PLG			Service Address: 123 Linden Blvd		
City: Brooklyn	State: NY	Zip: 11226			
Electric Heat? <u>Y</u> / N			Electric Hot Water? <u>Y</u> / N YES		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units 467		
Rent Stabilized TBD	# Rent Controlled n/a		# Rent-Regulated	# Market Rate 326	
Rental: <u>Y</u> /N YES		Condo: <u>Y</u> /N NO		Co-Op: <u>Y</u> /N NO	
# Low Income n/a	# Section 8 n/a		# Landlord Assist Program	# Other	
Submeter: SATEC BFM136 Billing Agent: SATEC Inc.			Address: 10 Milltown Court		
City: Union	State: NJ	Zip: 07083			
Contact Name: Shaun Olson		Contact Phone: 908-686-9510	Contact Email: solson@satecinc.com		
		Contact Fax: N/A			

Please return this form within 5 days to:

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

(Rev. 9/20/13)

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

EXHIBIT C
SUBMETERING LEASE RIDER

SUBMETERING RIDER TO LEASE - PLG

Supplementing Section 13C of the Lease

1. You understand that electricity is **NOT** included in the monthly rent. You further understand that electricity for the Apartment, including that necessary for the operation of a washer/dryer, refrigerator, air conditioning, the electrically-powered compressor and fan used to distribute heating to the Apartment, and any other electric appliances whether provided for by the Owner or purchased by You, will be billed separately based on your actual electric consumption and those rate calculations discussed in the Submetering Rider to Lease. Neither the Owner nor its agent makes any representation whatsoever as to the cost of electric charges. You acknowledge that the Owner has made no promise or representation of any kind or nature with respect to the cost of electric charges and/or the amount of electric consumption utilized by any of the equipment in the Apartment.

2. You acknowledge that while Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, and/or energy services company, and/or on-site distributed energy resource(s) (individually or collectively, the "distribution utility") will be the provider of electricity to the Building and that the Owner will be paying the charges for such electricity directly to the distribution utility (or its successor or successors), You will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate submetered charge that will be billed to You by the Owner or its third-party billing company on a monthly basis. You also acknowledge that, on _____, in _____: Notice of Intent to Submeter Electricity at 123 Linden Blvd, Brooklyn, New York 11226. Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential tenants.

The Owner shall calculate and make a submetered utility bill available to each tenant, which will be due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner 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. A late charge will be applied if payment is not received within twenty (20) days of the date payment is due.

3. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, Your kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification 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.

kWh Cost: This energy charge is broken down into several components, including market supply, monthly adjustment, and delivery (transmission and distribution).

Systems Benefit Charge ("SBC")/Renewable Portfolio Standard ("RPS"): 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 Your electricity charges based on the current Con Edison Service Classification SC-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
Systems Benefit Charge	.XXXXX times 250 kWh	\$Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$Y.YY
-	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$Y.YY
-	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$T.TT
-	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost	-	\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10-Electricity."

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



(see 16 NYCRR § 96.1 [i]).

The Owner or its third-party billing company will read the meters and process a bill based on Your actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see 16 NYCRR § 96.6 [j]).

4. If You have a question about the electric bill or believe it is inaccurate, the following protocol will be followed: please contact the Property Manager by telephone at (212) 808-4000 or by mail at 2 Washington Street, New York, New York 10006. The Owner shall investigate and respond to You in writing within fifteen (15) days of the receipt of the complaint and the reason therefore. If You are dissatisfied with the Property Manager's response, You may request a review of the outcome by filing a written protest with a supervisor of the Property Manager within fifteen (15) days from the date of the response from the Property Manager. If You and the Owner cannot reach an equitable agreement within fifteen (15) days of Your filing of the protest 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, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

5. 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. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007, (212) 417-2234, (800) 342-3377, www.dps.ny.gov. You may contact the PSC at any time if You are dissatisfied regarding the Owner's response to Your complaint or at any time regarding submetered service.

6. You may request balanced billing for Your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

7. If You have difficulty paying the electric bill, You may contact the management company for the Building 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 management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.

8. Regardless of Your payment history, the management company for the Building will continue Your electric service if Your health or safety or the health or safety of someone living with You is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if either of the following conditions exist:

(a) Medical Emergencies. You must provide a medical certificate from a doctor or local board of health; or

(b) Life Support Equipment. You and/or those living with You suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

9. 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.

10. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.

11. You may designate a third party as an additional contact to receive notices of past due balances for Your electrical charges.

12. As a residential customer for electricity, You also have certain additional rights assured by HEFPA.

13. Any submetering refunds will be credited to a submetered Tenant affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Tenant.

14. You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.

15. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the Owner's judgment for as long as may be reasonably required by reason thereof and the Owner shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost, or expense that You or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, You shall not be



entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.

16. If the Owner or its third-party billing company fails to deliver a bill to You for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair the Owner's right to subsequently deliver or cause its 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 YOUR RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY OWNER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

123 Linden LLC

_____	_____	_____
Test 1 Test Unstab 5/9/2019 (Tenant)	Date	(Landlord) Date

EXHIBIT D
PROOF OF SERVICE TO CON EDISON

July 9, 2019

VIA OVERNIGHT MAIL

Consolidated Edison Company of New York, Inc.
Attn: Central Energy Services
4 Irving Place
New York, NY 10003

Re: Notice of Intent to Submeter Electricity at a Building Located at 123 Linden
Boulevard, Brooklyn, NY 11226

To Whom It May Concern:

Please be advised that on July 9, 2019, 123 Linden LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice. Thank you for your attention in this matter.

Very truly yours,

COUCH WHITE, LLP

Adam T. Conway

Adam T. Conway

Counsel for Applicant

ATC
Enclosure

EXHIBIT E
ENERGY REDUCTION INFORMATION

ENERGY SAVING IDEAS

Management has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

LIGHTING

- Replace ordinary incandescent bulbs with new compact fluorescent bulbs or ENERGY STAR LED bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy. LED bulbs use 90% less energy than incandescent bulbs and last 15-25 times longer.
- Use timers to turn off lights when you're away from home. That saves energy and adds security to your home. Turning off just one 60-watt incandescent bulb that would otherwise burn eight hours a day can save about \$15 per year.
- Use lower wattage bulbs whenever you can. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.

COMPUTER & HOME OFFICE EQUIPMENT

- Turn your computer off when it is not in use. Much of the energy use associated with computers is wasted because computers are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.
- Turn off your display device or monitor. Monitors consume a significant portion of the energy used by computers.
- Use a laptop. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- Unplug any battery chargers or power adapters when not in use (like your cell phone or laptop charger).
- Use a power strip as a central "turn off" point when you are done using equipment. It is estimated that 75% of the energy used to power household electronics is consumed when electronics are switched off, which can cost you up to \$200 per year. By utilizing a power strip, this problem can be eliminated.
- Select a printer with power management capabilities.

APPLIANCES

- Use your refrigerator as efficiently as possible by keeping the condenser coils clean and setting the temperature between 35 and 38 degrees.
- Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

- Buy a smaller TV. A 32-inch LED TV uses about half the energy of a 60-incher. Also, light output is the largest factor in how much power a given TV uses. Setting your TV to the “home” or “standard” setting will reduce brightness and can reduce energy used by 18-30%.
- When streaming content, avoid using game consoles, which use 10 times more energy than streaming through a tablet or laptop.
- When washing your laundry, using cold or warm water instead of hot water can cut a load’s energy use in half. 90% of the energy used by clothes washers goes towards heating the water.
- Use the correct sized pot or pan on stove burners. A pot that is smaller than the burner can waste over 40% of the burner’s heat.

OTHER HELPFUL HINTS

- During cold weather, take advantage of the sun's warmth by keeping drapes open during daylight hours. To keep out the heat of the summer sun, close window shades and drapes in warm weather.
- Prevent drafty windows by replacing your screens with storm windows in the winter months. This will provide an extra barrier to the cold outside air.
- Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money. Sealing drafts could save you 10-20% on your heating and cooling bills.
- Stop leaks at faucets, toilets, tubs, and showers. If the leak is from hot-water faucets, it wastes the energy from your hot water heater, costing you more money. By repairing leaky faucets, you can save \$6 per month.
- Keep the areas in front of vents open. Blocking vents can require 25% more energy to distribute the air.
- Use ENERGY STAR light strings for holiday decorations. They use 75% less energy than incandescent strands and reduce the risk of fire by emitting less heat.
- Learn more by visiting https://www.energystar.gov/products/energy_star_home_tips.