

# AFFINITY POTSDAM PROPERTIES, LLC

105 AFFINITY LANE BUFFALO NY 14215

716-833-1000

---

Kathleen Burgess  
Secretary  
New York State Public Service Commission  
State of New York  
3 Empire State Plaza  
Albany, NY 12223

**RE: Notice of intent to sub-meter electricity at the new construction of 206 Outer Main Street, Building #67, Potsdam, NY 13676, Located in the Territory of National Grid, PLC.**

Dear Secretary Burgess,

Affinity Potsdam Properties, LLC (the "Owner") own the above mentioned property (the "Building"). The Owner submits this notice of intent pursuant to 16 NYCRR §96.3 to provide future sub-metering service for the building mentioned above. The location of the building is within the service territory of National Grid, PLC.

This is a new building, and construction started in October 2015 and is set to be complete by August 2016. There will be 48 total units in this new building. There will be no Section 8 tenants. Currently none of the units are occupied as we are still in the Construction phase. See attached Document #1 for Owner forms.

As set forth in detail below, Affinity Potsdam Properties, LLC submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests the Public Service Commission (the "Commission" or "PSC") approve this Notice of intent to sub-meter.

In addition to the information in this petition, the Owner's sub-metering plan satisfies the requirements of 16 NYCRR §96.5. The Owner respectfully requests the Commission to approve this Notice of intent.

**A. Description of sub-metering system to be installed:**

The Owner intends to use Intech21's PM-2104 submetering system in the Building. The PM-2104 meter received Commission approval for use in residential submetering applications on September 8, 2014. See attached Document #2

**B. Method for Calculating Resident Charges**

The methods to be used to determine that the sub-metered bills, when rendered, will comply with the rate cap as set forth in this Part is as follows:

The building is Residential and Commercial, therefore it is necessary to ensure the rate calculation will be based on and will not exceed the utility company's (National Grid) direct meter Residential rate.

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

The process of obtaining the KWH usage for the residents will be that once a month, on the same day that the Master Meter is read by the Utility Company, an Affinity Potsdam Properties employee will go to the building and record the KWH readings on the sub-meter display screens. There will be a meter for each apartment and 1 or more house meters (commercial meter). Commercial meter will track KWH for common areas, lights, life safety devices, and the buildings HVAC. The residential readings will be recorded into a spreadsheet on a monthly basis. The spreadsheet will subtract the previous reading from the current reading to calculate usage per sub-meter.

Example:

Sub-meter Current Reading – Sub-meter Previous Reading = Sub-meter KWH Usage

Total Bill/Total Usage = Rate for Billing Residents

Each Resident's Sub-meter KWH Usage X The lesser of Rate for Billing Residents or National Grid SC-2 residential rate (including applicable taxes and charges) for a billing period = Resident Charge

Total bill is equal to all 48 apartments charge + commercial meters charge. Common areas and other commercial usage will not be billed to residents as it is sub-metered separately.

The National Grid Service Classification SC-2 rate is a combination of various items, including, but not limited to:

- **Basic Service Charge:** This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- **Delivery Charge (per kWh):** This is a charge for the distribution and transportation of electrical service
- **Merchant Function Charge:** This is a charge for applied percentage factors and rates
- **Systems Benefit Charge:** These charges reflect costs associated with mandated public policy programs—low income assistance, energy efficiency programs, and certain research and development programs including the advancement of renewable energy resources.
- **Renewable Portfolio Surcharge:** This is an additional charge per kWh; coincides with System Benefit Charge.
- **Transmission Revenue Adjustment:** rate mechanism that compares actual transmission service revenue received by us with the forecast transmission service revenue used, in part, to develop electric delivery prices. As a result of the monthly comparison, a difference determined in excess of the forecasted transmission revenue is refunded to customers, and a difference determined to be less than the transmission revenue is collected from customers.
- **Legacy Transition Charge:** An adjustment to bills of all delivery service customers reflecting the costs, or benefits, of electricity supply contracts the Company entered prior to June 1, 2001. For residential customers, the LTC also includes the benefit of low cost hydropower and a Residential Consumer Discount payment, both from the New York Power Authority (NYPA).
- **Electricity Supply Reconciliation Mechanism:** A mechanism that reconciles electricity supply revenues for the month to the market cost of electricity purchased by the Company. Costs in excess of revenues are collected from customers and revenues in excess of costs are credited. For most residential and small general non-demand service, the ESRM includes the cost or benefit of hedging contracts the Company entered into on their behalf.
- **Electricity Supply Charge:** Charges for electricity supply are based upon market conditions during the billing period
- **Utility Tax:** The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax
- **Sales Tax:** The Current New York State ("NYS") sales tax

See below for specific nonexclusive example of the formula that will be used to derive a resident's electricity charges based on the current National Grid SC-2 Residential Rates.

Type of Charge	Calculation	Total
Basic Service Charge		\$YY.YY
Delivery Charge		\$YY.YY
Merchant Function Charge	.XXXX times kWh	\$Y.YY
System Benefits Charge	.XXXX times kWh	\$Y.YY
Renewable Portfolio Surcharge	.XXXX times kWh	\$Y.YY
Transmission Revenue Adjustment	.XXXX times kWh	\$Y.YY
Legacy Transition Charge	.XXXX times kWh	\$Y.YY
Electricity Supply Reconciliation Mechanism	.XXXX times kWh	\$Y.YY
Electricity Supply charge	.XXXX times kWh	\$Y.YY
	SUBTOTAL:	\$YY.YY
Utility Tax	.XXXX times Subtotal YY.YY	
	NEW SUBTOTAL:	\$YYY.YYY
Sales Tax	New Subtotal YYY.YYY times Sales Tax	\$T.TT
	New Subtotal YYY.YYY plus T.TT	\$ZZ.ZZ
	Total Bill	\$ZZ.ZZ

All National Grid rates by classification are available on its website ([www.nationalgridus.com](http://www.nationalgridus.com)) under Rates and Pricing.

The Owner or its third-party billing company will read the meters and process the bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each apartment.

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

See attached Document #3

**D. Submetering Identification Form:**

See attached Document #4

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

Since this is new construction, this provision is no applicable to the new building



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

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds, provided that the submeterer has such contact information for such resident, shall include in plain language in all leases or agreements governing the submetered premises. See attached Document #5 for lease rider regarding submetering.

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

See attached Document #6

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

Since this is new construction, this provision is not applicable to the Building. Nevertheless, see section I for more information on the refrigerators and other appliances that will be new and provided in the building.

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

The building intends to include many energy-efficiency measures. R-Value of insulation in the walls and the roof will be no less than R-19, with energy-efficient Low-E windows. These measures are implemented for retaining heat during the winter and cool air in the summer. The Building will also feature LED lighting in the common areas. The Building will have ENERGY STAR® rated and energy-efficient appliances in all apartments, including:

- Whirlpool Refrigerator (model: WRT549SZDM) (ENERGY STAR®)
- Whirlpool 30" Electric Range (model: WFC310S0ES)
- Whirlpool Dishwasher (model: WDF320PADS) (ENERGY STAR®)
- Whirlpool Hidden Vent Microwave (model: WMH31017FS)

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

Upon leasing, residents will be provided with certain energy-efficiency information. See attached Document #7

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

This provision is not applicable to the Building.

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

The building is not an "electric heat" property. Specifically, the heating system will be through two NTI Boiler systems, and will provide hot water baseboard heat to the residents. Residents will be able to control their heat in their respective apartments through a thermostat. During the cooling season, residents will be able to control their A/C by means of a thermostat located on each individual ductless min-split Air Condition unit.

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

This provision is not applicable to the building.

**N. Other information required by the prior Commission order:**

This provision is not applicable to the building.

In sum, Affinity Potsdam Properties, LLC's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provisions of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the New York State Public Service Commission approve this Notice.

Thank you in advance for your attention in this matter. Please contact our attorney, Blaine Schwartz of Lippes Mathias Wexler Friedman LLP at (716) 853-5100 or [bschwartz@lippes.com](mailto:bschwartz@lippes.com) with any questions about this notice.

Sincerely,

Affinity Potsdam Properties, LLC

  
\_\_\_\_\_  
Signature

**P. Jeffrey Birtch**  
**MEMBER**

\_\_\_\_\_  
Name (printed), Title

*AFFINITY POTSDAM PROPERTIES, LLC*  
\_\_\_\_\_  
Company Name

# Document 1

FILING RECEIPT

=====

ENTITY NAME: AFFINITY POTSDAM PROPERTIES LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ERIE

=====

FILED:12/29/2011 DURATION:\*\*\*\*\* CASH#:111229000703 FILM #:111229000644

FILER:

EXIST DATE

-----  
LIPPES MATHIAS WEXLER  
FRIEDMAN LLP  
665 MAIN ST., SUITE 300  
BUFFALO, NY 14203-1425

-----  
12/29/2011

ADDRESS FOR PROCESS:

-----  
WILLIAM E. MATHIAS, ESQ. LIPPES MATHIAS WEXLER  
FRIEDMAN LLP 665 MAIN STREET, SUITE 300  
BUFFALO, NY 14203

REGISTERED AGENT:



=====

SERVICE COMPANY: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37 \*

Fees

FILING	200.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

Payments

CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	260.00
OPAL	0.00
REFUND	0.00

=====

AFFIN47825

DOS-1025 (04/2007)

**STATE OF NEW YORK**

**DEPARTMENT OF STATE**

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 30, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

111229000 644

**ARTICLES OF ORGANIZATION**

**OF**

**AFFINITY POTSDAM PROPERTIES LLC**

**Under Section 203 of the  
New York Limited Liability Company Law**

The undersigned, being a natural person of the age of eighteen (18) years or over, and acting as the organizer of the limited liability company (the "Company") hereby being formed under Section 203 of the New York Limited Liability Company Law, hereby certifies that:

1. **Name.** The name of the Company is: Affinity Potsdam Properties LLC
2. **Principal Office.** The principal office of the Company is to be located in Erie County.
3. **Agent for Service of Process.** The Secretary of State of New York is designated as the agent of the Company upon whom process against the Company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Company served upon him/her is:

William E. Mathias, Esq.  
Lippes Mathias Wexler Friedman LLP  
665 Main Street, Suite 300  
Buffalo, New York 14203

4. **Purpose; Limitation of Activities and Action.** The purpose for which the Company is formed is to engage in any lawful business purpose or purposes except to do in this State any business for which another statute specifically requires some other business entity or natural person to be formed or used for such business.
5. **Management by Manager.** The Company is to be managed by one or more managers or a class or classes of managers.
6. **Classes of Interests.** The Company may, from time to time, establish classes of members, having such relative designations, rights, powers, preferences,

111229000644

111229000 644

UNI-37

2011 DEC 29 PM 12:52

2011 DEC 29 PM 12:52

FILED

ARTICLES OF ORGANIZATION

OF

AFFINITY POTSDAM PROPERTIES LLC

Under and Pursuant to Section 203 of the Limited Liability Company Law  
of the State of New York

ICC

STATE OF NEW YORK  
DEPARTMENT OF STATE

Lippes Mathias Wexler Friedman LLP  
665 Main St., Suite 300  
Buffalo, NY 14203-1425

FILED DEC 29 2011

TAXS \_\_\_\_\_  
BY: Joe

Customer Reference # AFFIN47825

ju

DRAWDOWN

703



qualifications and limitations as the Operating Agreement of the Company may from time to time provide.

IN WITNESS WHEREOF, the undersigned has subscribed these Articles of Organization and affirmed them as true under the penalties of perjury this 29th day of December, 2011.

  
Ann McKnight  
Sole Organizer

# Document 2

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE  
90 CHURCH STREET, NEW YORK, NY 10007-2919  
www.dps.ny.gov

PUBLIC SERVICE COMMISSION

AUDREY ZIBELMAN  
*Chair*  
PATRICIA L. ACAMPORA  
GARRY A. BROWN  
GREGG C. SAYRE  
DIANE X. BURMAN  
*Commissioners*



KIMBERLY A. HARRIMAN  
*General Counsel*  
KATHLEEN H. BURGESS  
*Secretary*

May 21, 2014

George Bilenko  
Intech21  
21 Harbor Park Drive  
Port Washington, NY 11050

Dear Mr. Bilenko,

The Department of Public Service – Staff has completed our review of the MET Laboratories Incorporated (MET Labs) electric meter accuracy test report for the Intech PM 2104 submeter. The purpose of this report is to ensure the PM 2104 submeter meets the requirements for meter accuracy and performance as indicated in the American National Standards Institute – ANSI C12.1 2008 specifications.

The MET Labs report indicates the PM 2104 submeter can monitor and store energy data, and transmit the amount of energy flow used by end users without incident, and meets the specified accuracy requirements as mentioned in the current ANSI C12.1 specification. As such, the Intech21 PM 2104 residential electric submeter may be considered as a commission recognized revenue grade electricity submeter.

Staff appreciates Intech21 cooperation with the New York electric meter approval process – NYCRR16 Part 93. If you have any further questions regarding the commission approval process for electricity meters, or any other related issue please do not hesitate to contact me electronically at [kenneth.resca@dps.ny.gov](mailto:kenneth.resca@dps.ny.gov), or at my office 212 417 4045

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Resca".

Kenneth Resca  
Office of Consumer Policy

# Document 3

### **NOTIFICATION OF RIGHTS AND PROCEDURES**

As a residential consumer of electricity, you have certain rights assured by New York's Home Energy Fair Practices Act (HEFPA) and the order issued by the New York State Public Service Commission on [ ], in Case [ ]: Notice of intent to sub-meter electricity at the new construction of 206 Outer Main Street, Building #67, Potsdam, NY 13676, Located in the Territory of National Grid, PLC. This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The Building at 206 Outer Main Street, Building #67, Potsdam, NY 13676, is a submetered facility. Affinity Potsdam Properties, LLC (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vender as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner for their respective electricity usage, which amounts are then payable to the Owner or Management office.

If you have any questions or complaints concerning your electricity bill, please contact the Owner through the Management Office by telephone at [ ] or by email at [ ]. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

The electricity bills that you receive show the amount of Kilowatt hours (kWh) that you used. The Bills you receive shall provide in clear and understandable form and

language, the charges for the services. In no event will the total monthly charges (including any administrative charges) exceed the Utility's (National Grid, PLC.) direct metered rate. The Owner may terminate or disconnect service under certain conditions (i.e., nonpayment of electricity bills) pursuant of HEFPA.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the owner through the Management Office to discuss the details of this plan if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

If you are having difficulty paying your electricity bill, please contact the Owner through the Management Office by telephone or in writing in order to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can demonstrate to the Owner a financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as

\$10.00 per month. The owner will make reasonable efforts to help you find way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner or Management Office if either of the following conditions exists:

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

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

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. To ensure that you receive all of the protections for which you are eligible, please contact the Owner or Management Office and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeter shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the

residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-party Notice, notify the Owner or Management Office with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, please fill out if you qualify for any special protection described on the form. You may return the completed form to the Owner through the managing office.



**SPECIAL PROTECTIONS  
REGISTRATION FORM**

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

**Management Office**

- [ ]
- [ ]
- [ ]
- [ ]

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

---

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):

- Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- Unit occupant is blind (Legally or Medically)
- Unit occupant has a permanent disability
- Unit occupant has a Medical Hardship (type):

- 
- Unit occupant has a Life Support Hardship (type):
-

**I receive government assistance.**

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

---

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

---

**Please send me more information about:**

- Balanced billing

**To Be Completed by Third Party**

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

---

Caregiver/Agency

---

Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

---

Designee Signature

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

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

The Owner and/or its third-party billing company (individually or collectively, the "Owner") shall process the master of invoice received from the utility (National Grid plc) and/or energy services company and note the date it was received.

### **Step 2: Mail Utility Bill to Residents**

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. Payment is due within five (5) days from the receipt of the submetering bill. A late charge will be applied if the payment is not received within twenty (20) days of the date payment is due.

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

After the due date of the submetered utility bill, the Owner will review and identify all past due utility accounts. The Owner may contact each resident with a past due utility account by phone, mail, or in-person. Eligible residents will be offered the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such eligible resident: *Deferred Billing Agreement Option Form*.

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

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner and the resident will be timely scheduled to review the resident's income, assets, and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the resident's financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or mailed to the resident. The contents of that letter will include:

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

During the meeting, the Owner and the resident will:

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

If an agreement is reached, the Owner expects that the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, the Owner will send the resident the Deferred Payment Agreement for his or her signature.

#### **Step 5: Default of a Deferred Payment Agreement**

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before the Owner can seek to terminate the resident's electricity. These actions include:

- The day after a Deferred Payment Agreement payment is due but not made, the Owner will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident has twenty (20) days from the date payment was due to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts the Owner within this time period regarding an inability to pay, the Owner will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
  - If the resident is able to demonstrate a significant change in his/her financial status, the Owner will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, the owner expects that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
  - If the resident is unable to demonstrate a significant change in his/her financial status the Owner should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Owner does not receive payment or enter into a Revised Deferred Payment Agreement, the Owner may send the resident a *Demand for Full Payment* and a *Final Termination Notice* along with copies of the *Notification of Rights and Procedures* and *Special Protections Registration Form*.

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

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*, which must include a copy of the *Notification of Rights and Procedures* and *Special Protections Registration Form*. Additionally, the Owner will send two executed *Deferred Payment Agreements* at this time. Since the resident did not participate in a negotiation, the Owner may insert a reasonable amount for monthly payment.

**Step 7: Review for Special Protections**

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

**Step 8: Termination of Electricity Service**

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Owner has followed these procedures, the Owner may terminate such resident's electricity service. If special protections apply, the Owner may have to take additional steps before service may be terminated and may not be allowed to terminate service in some circumstances.

The Owner further reserves all other legal and equitable rights and remedies it may have for nonpayment of electric charges.

**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, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at [ ] 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 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 your signature and return to Management Office at [ ], 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:** \_\_\_\_\_

**Apt #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 electricity charges totaling \$ XX.XX.

We have scheduled your appointment at the Management Office for:

**Date:**                      **Time:**                      **Location:**

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 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 deposit.



**CONFIDENTIAL: Deferred Payment Agreement Worksheet**

Date: \_\_\_\_\_ Apt #: \_\_\_\_\_

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 Account Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	
<b>Total Assets:</b>	

**Applicable Monthly Expense:**

Rent	
Grocery Expense	
Basic Telephone Expense	
Medical Expenses	
Medicare/Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses	
<b>Total Expenses:</b>	

**Avg Monthly Income:** \_\_\_\_\_

**Avg. Expenses:** \_\_\_\_\_

**Avg. Monthly Disposal Income:** \_\_\_\_\_

**Down payment may be required**

<b>Monthly Payment</b>	_____
<b>Number of Payments</b>	_____
<b>Total Amount Due</b>	_____

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

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

Account No.: \_\_\_\_\_

The total amount owed to Affinity Potsdam Properties LLC (the "Owner") 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 Owner 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.** You will 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 circumstance change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Owner 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 Owner 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 Owner through the Management Office by telephone at [-] or by mail at [-].**

Payment of Outstanding Balance:

**Your current monthly budget amount is: \$ XX.XX (in addition to your current electricity charges). The monthly amount is due on the same date that payment for your most current bill is due.**

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on this process.

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

Acceptance of Residential Payment Agreement:

This agreement has been accepted by the Owner. If you and the Owner 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 Owner. If this is not done, your electricity service may be terminated.**

---

**Resident**

**Date**

---

**Affinity Potsdam Properties LLC**

**Date**

**D. PAST DUE REMINDER NOTICE**

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 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 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 Affinity Potsdam Properties LLC (the “Owner”) through the Management Office by telephone at [ ] or by mail at [ ], because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of the public assistance or supplemental security income from your local social services office.

**The total amount owed to the Owner 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, Affinity Potsdam Properties LLC (the “Owner”) now makes this demand for full payment of the total amount owed, **\$XX.XX**, and provides you with a *Final Termination Notice*, enclosed herewith.

If you are unable to make payment under the terms of the DPA because your financial circumstance have changed significantly due to events beyond your control, you should immediately contact the Owner through the Management Office by telephone at [ ], 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 St. Lawrence County Department of Social Services (“SLCDSS”) SLCDSS can be reached by telephone at (315) 379-2111 or by visiting its Canton office at 6 Judson Street, Canton, New York 13617.

Before SLCDSS will provide assistance, a customer must generally provide the Owner with information showing assets, income, and expenses to evaluate whether the customer is entitled to a new payment agreement. If you would like to provide the Owner with this information, please contact the Management Office by telephone at [ ] or by mail at [ ].

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS**  
**INABILITY TO PAY**

**Management Office**

[]  
[]  
[]  
[]

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, Affinity Potsdam Properties LLC (“the Owner”) agrees to provide services 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 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 or the premises’ last 12 months of actual consumption.

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

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe the Owner 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 and agree to the terms of the Plan.**

**Acceptance of Agreement:**

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

\_\_\_\_\_  
**Affinity Potsdam Properties LLC** **Date**

**Return on signed copy to the Owner through the Management Office by mail at [ ], by MM/DD/YYYY.**

**HEFPA QUARTERLY BILLING AGREEMENT**

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

Under this plan, Affinity Potsdam Properties LLC (the "Owner") 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 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 would like Quarterly Billing**

**Acceptance of Agreement:**

---

**Resident** **Date**

---

**Affinity Potsdam Properties LLC** **Date**

**Return one signed copy to the Owner through the Management Office by mail at [ ], by MM/DD/YYYY.**



**FAILURE TO MAKE PAYMENT NOTICE DATED:**

Resident: \_\_\_\_\_

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

Account No.: \_\_\_\_\_

Dear Resident:

Your account is now xx (xx) days overdue. Please make a 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 ELECTRICTY SERVICE.**

If you are unable to make payment because your financial circumstance have changed significantly due to events beyond your control, please contact Affinity Potsdam Properties LLC through the Management Office by telephone at [ ] or by mail at [ ]. 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,

Affinity Potsdam Properties LLC

**FINAL TERMINATION NOTICE DATED:**

---

Resident: \_\_\_\_\_

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

Account No.: \_\_\_\_\_

Dear Resident:

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

If you disagree with the amount owed, you may call or write Affinity Potsdam Properties LLC (the "Owner") through the Management Office by telephone at [ ] or by mail at [ ], 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 circumstance have changed significantly due to events beyond your control, please contact the Owner. Further, please contact the Owner if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Affinity Potsdam Properties LLC

Enclosures

Notification of Rights and Procedures  
Special Protections Registrations Form

# Document 4



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



**Submetering Identification Form**

Name of Entity: <b>Affinity Potsdam Properties, LLC.</b>			Corporate Address: <b>105 Affinity Lane</b>		
City: <b>Buffalo</b>	State: <b>NY</b>	Zip: <b>14215</b>	Web Site:		
Phone: <b>716-833-1000</b>			Utility Account Number: <b>N/A*</b>		
Chief Executive: <b>Jeff Birtch</b>			Account Holder Name: <b>N/A*</b>		
Phone: <b>716-833-1000</b>			E-mail: <b>Jbirtch@chasoncos.com</b>		
DPS Case Number: <b>N/A*</b>			<b>N/A* indicates unknown at this time</b>		

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <b>Sheri Wilson</b>			Name:		
Phone: <b>315-600-3117</b>			Phone:		
Fax:			Fax:		
E-mail: <b>Swilson@cvpotsdam.com</b>			E-mail:		
Address: <b>206 Outer Main Street</b>			Address:		
City: <b>Potsdam</b>	State: <b>NY</b>	Zip: <b>13676</b>	City:	State:	Zip:

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

Name of Property: <b>Collegiate Village of Potsdam</b>			Service Address: <b>206 Outer Main Street Bld. 67</b>		
City: <b>Potsdam</b>	State: <b>NY</b>	Zip: <b>13676</b>			
Electric Heat? <b>Y/N No</b>			Electric Hot Water? <b>Y/N Yes</b>		
# Units Occupied by: <b>Sr. Citizens Disabled</b>			Total # of Units <b>48</b>		
Rent Stabilized <b>0</b>	# Rent Controlled <b>0</b>	# Rent-Regulated <b>0</b>	# Market Rate		
Rental: <b>Y/N Yes</b>		Condo: <b>Y/N No</b>		Co-Op: <b>Y/N No</b>	
# Low Income	# Section 8	# Landlord Assist Program	# Other		
Submeter / Billing Agent: <b>TBD</b>			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

Please return this form within 5 days to:

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

(Rev. 9/20/13)

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

# Document 5

Rider to the Lease: Submetering

Affinity Potsdam Properties, LLC

Collegiate Village of Potsdam

1. The Resident acknowledges that while National Grid, PLC (“National Grid”) 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 this building (the “Building”) and that the Owner will be paying the charges for such electricity directly to the distribution utility (or its successor or successors), the Resident will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate submetered charge that will be billed to the Resident by the Owner or its third-party billing company on a monthly basis. The Resident also acknowledges that, on [ ], in Case [ ]: **Notice of intent to sub-meter electricity at the new construction of 206 Outer Main Street, Building #67, Potsdam, NY 13676, Located in the Territory of National Grid, PLC.**, the New York State Public Service Commission (“PSC”) approved the Building to submeter electricity to the Building’s residential Residents. In the event of non-payment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act (“HEFPA”) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.

2. The rate calculation to be used is the National Grid Service Classification SC-2 for direct metered service. Specifically, the Resident’s kilowatt hour (“kWh”) usage will be multiplied by the National Grid Service Classification SC-2 tariffed rate for a billing period.

The National Grid Service Classification SC-2 rate is a combination of various items, including, but not limited to:

**Basic Service Charge:** This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

**Delivery Charge (per kWh):** This is a charge for the distribution and transportation of electrical service

**Merchant Function Charge:** This is a charge for applied percentage factors and rates

**Systems Benefit Charge:** These charges reflect costs associated with mandated public policy programs—low income assistance, energy efficiency programs, and certain research and development programs including the advancement of renewable energy resources.

**Renewable Portfolio Surcharge:** This is an additional charge per kWh; coincides with System Benefit Charge.

**Transmission Revenue Adjustment:** rate mechanism that compares actual transmission service revenue received by us with the forecast transmission service revenue used, in part, to develop electric delivery prices. As a result of the monthly comparison, a difference determined in excess of the forecasted transmission revenue is refunded to customers, and a difference determined to be less than the transmission revenue is collected from customers.

**Legacy Transition Charge:** An adjustment to bills of all delivery service customers reflecting the costs, or benefits, of electricity supply contracts the Company entered prior to June 1, 2001. For residential customers, the LTC also includes the benefit of low cost hydropower and a Residential Consumer Discount payment, both from the New York Power Authority (NYPA).

**Electricity Supply Reconciliation Mechanism:** A mechanism that reconciles electricity supply revenues for the month to the market cost of electricity purchased by the Company. Costs in excess of revenues are collected from customers and revenues in excess of costs are credited. For most residential and small general non-demand service, the ESRM includes the cost or benefit of hedging contracts the Company entered into on their behalf.

**Electricity Supply Charge:** Charges for electricity supply are based upon market conditions during the billing period

**Utility Tax:** The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax

**Sales Tax:** The Current New York State (“NYS”) sales tax

See below for specific nonexclusive example of the formula that will be used to derive a resident's electricity charges based on the current National Grid SC-2 Residential Rates.

Type of Charge	Calculation	Total
Basic Service Charge		\$YY.YY
Delivery Charge		\$YY.YY
Merchant Function Charge	.XXXX times kWh	\$Y.YY
System Benefits Charge	.XXXX times kWh	\$Y.YY
Renewable Portfolio Surcharge	.XXXX times kWh	\$Y.YY
Transmission Revenue Adjustment	.XXXX times kWh	\$Y.YY
Legacy Transition Charge	.XXXX times kWh	\$Y.YY
Electricity Supply Reconciliation Mechanism	.XXXX times kWh	\$Y.YY
Electricity Supply charge	.XXXX times kWh	\$Y.YY
	SUBTOTAL:	\$YY.YY
Utility Tax	.XXXX times Subtotal YY.YY	
	NEW SUBTOTAL:	\$YYY.YYY
Sales Tax	New Subtotal YYY.YYY times Sales Tax	\$T.TT
	New Subtotal YYY.YYY plus T.TT	\$ZZ.ZZ
	Total Bill	\$ZZ.ZZ

All National Grid rates by classification are available on its website ([www.nationalgridus.com](http://www.nationalgridus.com)) under Rates and Pricing.

The Owner or its third-party billing company will read the meters and process the bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each apartment.

In no event will the total rate for the billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity that the billing period to similarly-situated, direct metered residential customers (see 16 NYCRR Section 96.1 [i]).

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



3. If the Resident has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at [ ] or by mail at [ ]. The Owner shall investigate and respond to the Resident in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Resident shall be advised of the disposition of the complaint and the reason therefore. If the Resident and the Owner cannot reach an equitable agreement and the Resident continues to believe the complaint has not been adequately addressed, then the Resident may file a complaint with the PSC through the Department of Public Service.

Alternatively, the Resident 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](http://www.dps.ny.gov).

4. The Resident will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007, (212) 417-2234, (800) 342-3377, [www.dps.ny.gov](http://www.dps.ny.gov). The Resident may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.

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

6. If the Resident has difficulty paying the electric bill, you may contact the Owner by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Resident can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.

7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

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

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

8. Special protections may be available if the Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

9. If the Resident is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.

10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.

11. As a residential customer for electricity, the Resident also has certain additional rights assured by HEFPA.

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

13. The Resident agrees 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. The Resident shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.

# Document 6

# AFFINITY POTSDAM PROPERTIES, LLC

105 AFFINITY LANE BUFFALO NY 14215

716-833-1000

---

Niagara Mohawk Power Corporation d/b/a National Grid  
Ms. Patti Pesaturo  
Supervisor, Customer Connections - Electric  
National Grid  
300 Erie Boulevard, West  
Syracuse, New York 13202

Re: Notice of intent to sub-meter electricity at the new construction of 206 Outer Main Street, Building #67,  
Potsdam, NY 13676

Dear Ms. Pesaturo,

Affinity Potsdam Properties, LLC submitted to the New York State Public Service Commission a notice of Intent to sub-meter electrically the above referenced property, which is located in the service territory of National Grid, PLC.

Thank you,

Signature



**P. Jeffrey Birtch**  
MEMBER

Name

Company Name

AFFINITY POTSDAM PROPERTIES, LLC

# Document 7

Saving money on your energy bills means following energy-saving practices around your home. This list of ideas and information can help you make saving energy—and saving on energy costs—easier and more effective.

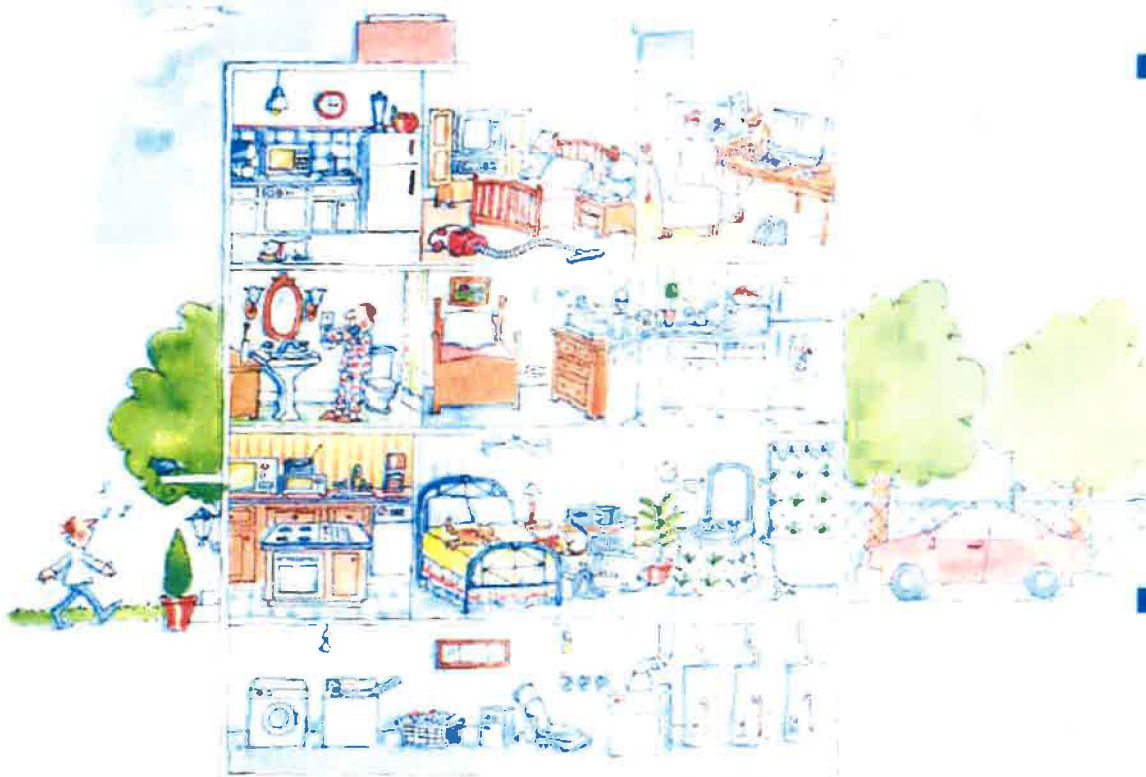
### **Top 10 Electricity Saving Tips**

For one month...

1. Replace five lights with ENERGY STAR® light bulbs and save 62 kwh for a total savings of \$9.
2. Turn off lights, appliances, TVs, stereos, computers, when not in use. You will save 58 kwh and \$9.
3. If you have a large television (greater than 32"), turn it off when not watching. You can save 50 kwh and \$8.
4. Unplug your electric space heater or hot tub and save \$41 (or 270 kwh).
5. Unplug and recycle your old, second refrigerator and you can save \$23 (150 kwh).
6. Washing your clothes in cold water can save you 63 kwh—or \$9.
7. Repair leaky faucets and save on your electric hot water. You can save 40 kwh or \$6.
8. Unplug chargers, laptops, anything with remote control or "instant on" features and save \$4 (29 kwh).
9. On your electric dryer: clean dryer filter, clean and straighten exhaust hose/duct and vent outside. You will save 23kwh—or \$3.
10. When buying new appliances, always choose ENERGY STAR. This can save you 75 kwh—or \$11.

*Remember, savings will vary significantly from home to home. Data based on 500 kwh monthly residential usage at 15 cents per kwh per month from Nov. 1, 2005, to April 30, 2006*

# How Much Energy Are You Using?.....A Handy Guide from National Grid



3rd Floor:	kWh/Time	Cost
Mixer - standard	1.5/month	\$0.23
Microwave	36/month	\$5.40
Ceiling Light	9/month	\$1.35
Clock - wall	7/month	\$1.05
Blender	0.4/month	\$0.06
ENERGY STAR Refrigerator	50/month	\$7.50
Color TV	72/month	\$10.80
VCR	3.2/month	\$0.48
Vacuum Cleaner	4.8/month	\$0.72
ENERGY STAR Table Lamp	2.7/month	\$0.41
Digital Clock/Radio	5/month	\$0.75
Aquarium	80/month	\$12.00
Computer/PC	30/month	\$4.50
Power Tool Charger	8.7/month	\$1.30
Electric Space Heater	270/month	\$40.50

2nd Floor:	kWh/Time	Cost
Electric Toothbrush	0.08/month	\$0.01
Razor - electric	0.01/month	\$0.01
Light Fixtures/ wall sconces	20/month	\$3.00
Night Light	3/month	\$0.45
Humidifier	45/month	\$6.75
Blender	0.4/month	\$0.06
Toaster	2/month	\$0.30
Dishwasher	8.6/month	\$1.29
Toaster Oven	15/month	\$2.25
Standard Refrigerator	180/month	\$27.00

1st Floor:	kWh/Time	Cost
Cook Top - large	13/month	\$1.95
Oven	120/month	\$18.00
Coffee Maker	6/month	\$0.90
Radio - small	5/month	\$0.75
Ceiling Fan	20/month	\$3.00
CD Player	0.9/month	\$0.14
Hair Dryer	10/month	\$1.50
Lamp - small	5/month	\$0.75

Basement:	kWh/Time	Cost
ENERGY STAR Washer	20/month	\$3.00
Dryer	72/month	\$10.80
Dehumidifier	75/month	\$11.25
Electric Lawnmower	3.33/month	\$0.50
ENERGY STAR Lightbulb/ea.	2.7/month	\$0.41
Electric Water Heater w/ENERGY STAR Washer	400/month	\$60.00

Outside:	kWh/Time	Cost
ENERGY STAR Light Fixture by door on left	1.8/month	\$0.27

Costs will vary significantly from home to home. Data based on 500 kWh monthly residential usage at 15 cents per kWh per month from November 1, 2005 to April 30, 2006

**nationalgrid**