

## **Rider to Lease: Submetering**

### **160 Water Street, New York, New York 10038**

1. Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the Distribution Utility) provides electricity to the building located at 160 Water Street, New York, New York 10038 (the Building).
2. You, the tenant (you and your), acknowledge that, on October 23, 2024, in Case 23-E-0696: Petition of EO 160 Water LLC to Submeter Electricity at 160 Water Street, New York, New York 10038, Located in the Territory of Consolidated Edison Company of New York, Inc. (Con Edison), the New York State Public Service Commission (PSC) approved the Building to submeter electricity to the Building's residential units (individually, the Unit in which you reside and collectively, the Units). You further acknowledge that you will be required to pay EO 160 Water LLC (the Owner), the owner of the Building, or its third-party billing company (together with the Owner, the Submeterer) for use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Submeterer on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used to determine each tenant's submetered electric bill is the Con Edison Service Classification No. 1 for direct metered service. Specifically, the tenant's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification No. 1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

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

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

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

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

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

| Type of Charge           | Calculation                      | Total          |
|--------------------------|----------------------------------|----------------|
| Basic Charge             |                                  | \$AA.AA        |
| kWh                      | .XXXXX times 250 kWh             | \$AA.AA        |
| SBC                      | .XXXXX times 250 kWh             | \$AA.AA        |
| Fuel Adjustment Charge   | .XXXXX times 250 kWh             | \$AA.AA        |
| <b>Subtotal</b>          |                                  | <b>\$BB.BB</b> |
| Utility Tax              | .XXXXX times Subtotal BB.BB      | \$CC.CC        |
| <b>New Subtotal</b>      |                                  | <b>\$DD.DD</b> |
| Sales Tax                | New Subtotal DD.DD times .045000 | \$EE.EE        |
|                          | New Subtotal DD.DD plus EE.EE    | \$FF.FF        |
| <b>Total Tenant Cost</b> |                                  | <b>\$GG.GG</b> |

All Con Edison rates by classification are available on its website ([www.coned.com](http://www.coned.com)) by clicking on “Rates and Tariffs.” The applicable electric rates and tariffs are listed under the heading “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed Con Edison’s rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Submeterer will read the meters monthly and process a bill based on the tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a six (6)-year period for each unit.

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at 1-888-422-9319, by mail at EO 160 Water LLC, c/o Metergy Solutions, 30-30 47<sup>th</sup> Ave, Suite 540 Long Island City, New York 11101, or by email at [CustomerService@MetergySolutions.com](mailto:CustomerService@MetergySolutions.com). The Submeterer shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).
6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov). You may contact the PSC at any time if you are dissatisfied regarding the Submeterer’s response to your complaint or at any time regarding submetered service.

7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
9. If you have difficulty paying your electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
10. Depending on your financial circumstances, you may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (*see* P.S.C. No. 10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, Medicaid, the Supplemental Nutrition Assistance Program, Federal Public Housing Assistance, Veterans Pension and Survivors Benefit programs, Bureau of Indian Affairs General Assistance, Tribal Head Start, Tribal Temporary Assistance to Needy Families, Food Distribution Program on Indian Reservation, the federal Lifeline program or any other program associated with the federal Lifeline program, or received a Home Energy Assistance Program grant in the preceding twelve (12) months, or enrolled in the Direct Vendor or Utility Guarantee Program, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:

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

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

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

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
13. You may designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such designation, please complete the relevant portion of your Special Protections Form attached to your annual Home Energy Fair Practices Act disclosure and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.
14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled

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

17. If the Submeterer fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver 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.
18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

**ACKNOWLEDGED, UNDERSTOOD, AND AGREED:**

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

\_\_\_\_\_  
**EO 160 Water Street**

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

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