

Rider to Lease: Submetering

180 Broome Street, New York, New York 10002

1. Consolidated Edison Company of New York, Inc. (“Con Edison”) or another local utility, energy services company, or local distributed energy resource(s) (individually or collectively, the “Distribution Utility”) provides electricity to the building located at 180 Broome Street, New York, New York 10002 commonly referred to as The Artisan (the “Building”).
2. You, the Tenant (“you” and “your”), acknowledge that, on October 19, 2020, in Case 20-E-0287: Notice of Intent of Site 4 DSA Owner LLC to Submeter Electricity at 180 Broome Street, New York, New York 10002 in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (the “PSC”) approved the Building to submeter electricity to the Building’s Rental Units (individually, the “Rental Unit” in which you reside and collectively, the “Rental Units”). You further acknowledge that you will be required to pay the landlord (the “Landlord”) for the use of electricity at your Rental Unit on the basis of a separate submetered charge that will be billed to you by the Landlord or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Landlord 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. You irrevocably consent to the Landlord’s entry, upon reasonable notice of no less than forty-eight (48) hours, which notice shall not be required in the case of an emergency, into your Rental Unit in order to inspect, repair, test, replace, or access the electrical installations serving your Rental Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to your Rental Unit for nonpayment of electric charges. In the event you are not present to permit the Landlord or Landlord’s representative to enter the Rental Unit and entry is necessary or allowed by law or under this Lease, or there is an emergency, Landlord or Landlord’s representatives may nevertheless enter your Rental Unit.
5. Your submetered electric bills will be calculated using Con Edison’s Service Classification SC-1 for direct-metered service. Specifically, your submetered kilowatt hour (“kWh”) usage will be multiplied by the Con Edison’s Grid Service Classification SC-1 rate for a billing period, plus applicable taxes.

Residential electric bills will be calculated using the Con Edison Service Classification No. 1 for direct metered service. Specifically, bills will be calculated by multiplying a resident’s kilowatt hour (“kWh”) usage by the Con Edison Service Classification No. 1 rate for a given 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 a nonexclusive example of the formula that will be used to derive a resident’s electricity charge 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		\$YY.YY
kWh Cost	.XXXXX times 250 kWh	\$YY.YY
SBC (per kWh)	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge (per kWh)	.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
Total Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under “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 service charge but excluding sales tax) 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 Applicant or its third-party electric billing company will read the meters and process a bill based on the resident’s actual consumption. Further, the Applicant or their third-party electric billing company will retain submetering billing records for a six-year period (*see* 16 NYCRR § 96.6 [j]).

If you have a question about your electric bill or believe it is inaccurate, the following protocol will be followed: please contact the Building’s Property Manager by telephone at (646) 849-9147 or by mail at Site 4 DSA Owner LLC, c/o C&C Apartment Managers, 178 Broome Street, New York, New York 10002. The Landlord or its third-party billing company

shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Landlord cannot reach an equitable agreement 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 or in person at New York State Department of Public Service, 90 Church Street, New York, New York 10007, or via the Internet at 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. The nearest office of the PSC is at: 90 Church Street, New York, New York 10007, (800) 342-3377, www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Landlord's response to your complaint or at any time regarding submetered service.
 7. You may request budget billing for your electric charges. Budget billing divides the electric costs into equal monthly payments. Periodically, the Landlord or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. You may contact the Landlord to discuss the details of a budget billing plan, if you are interested.
 8. If you have difficulty paying the electric bill, you may contact the Landlord by telephone or by letter to request a deferred payment agreement, whereby you may be granted the ability to pay the balance owed over a period of time. If you can show financial need, the Landlord can work with you to determine the length of the agreement and the amount of each monthly payment.
 9. 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 leaseholder or other resident is threatened. Specifically, please notify the Landlord 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 another leaseholder or resident are suffering from a medical emergency.
 - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health if you and/or another leaseholder or resident suffers from a medical condition requiring electricity service to operate a life-sustaining device.
- When the Landlord becomes aware of such hardship, the Landlord can refer you to the local Department of Social Services.
10. 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.

11. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
12. If the Landlord's actions lead to a submetering refund, the same will be credited to you provided that the Landlord has your contact information.
13. You agree that at all times the use of electricity in your Rental Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving your Rental Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving your Rental Unit.
14. The Landlord shall have the right to suspend electric service to your Rental Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Landlord's judgment for as long as may be reasonably required by reason thereof, and the Landlord shall not incur any liability for any damage or loss sustained by you or any other occupant of your Rental Unit as a result of such suspension. The Landlord 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 your Rental 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 Landlord'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 your Rental Unit.
15. If the Landlord or its third-party billing company fails to deliver a bill to you for the use of electricity at your Rental Unit for any given billing period, then such failure shall not prejudice or impair the Landlord'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.
16. 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, THE LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

Tenant

Landlord, Site 4 DSA Owner LLC

Date

Date