

COUCH WHITE^{LLP}

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September 5, 2024

VIA ELECTRONIC FILING

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case _____ - Notice of Intent and Waiver Request of Housing is a Human Right LLC to Submeter Electricity at 364 West 54th Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Phillips:

On behalf of Housing is a Human Right LLC, attached please find a *Notice of Intent and Waiver Request of Housing is a Human Right LLC to Submeter Electricity at 364 West 54th Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.* Please contact me with any questions.

Respectfully submitted,

ADAM T. CONWAY

Adam T. Conway, Esq.
Partner

Attachment

cc: Kerri Ann Kirschbaum, Esq. – Con Edison (via email; w/att.)
Mr. Matt Glasser – Con Edison (via email; w/att.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Notice of Intent and Waiver Request of	)	
Housing is a Human Right LLC to Submeter	)	
Electricity at 364 West 54th Street, New York, New York	)	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**

Housing is a Human Right LLC (the “Applicant”), the developer of a new multi-unit building located at 364 West 54th Street, New York, New York 10019 (the “Building”), hereby requests authorization to submeter the 112 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 construction to be complete in November 2026 with initial occupancy of the Building to begin in December 2026.

The Building, known as “The Lirio,” will provide 112 units of much-needed permanently affordable housing in the Hell’s Kitchen neighborhood of Manhattan. This will include 67 units of housing for formerly homeless individuals – of which 59 units will be supportive housing units targeted for long-term survivors of HIV/AIDS – and 44 units of affordable housing for families earning between 30% and 120% of the area median income (“AMI”). According to the NYC Department of Health and Mental Hygiene, Hell’s Kitchen has the highest concentration of people living with HIV/AIDS in New York City. Stable and affordable housing like The Lirio is a critical tool to fight HIV/AIDS by helping individuals maintain housing and stable medical regimes.

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 New York State 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 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, specifically Service Classification ("S.C.") No. 1, Rate I. 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

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).

delivery and commodity in that billing period for similarly situated, direct-metered residential customers. Each billing period, Applicant's billing agent will read submetered usage data, utilizing the billing cycle dates on the Con Edison master meter. For example, if the master meter billing cycle is March 1 – March 31, Applicant's billing agent will process submetered usage data from March 1 – March 31 for each submeter. Applicant's billing agent will then confirm and update all applicable charges under S.C. No. 1, Rate I, utilizing the most recent information in Con Edison's tariff and any relevant tariff statements. Applicant's billing agent will sum all applicable S.C. No. 1 charges and multiply the summed charges by the kWh usage data pulled from the submeter. Once bills are generated with the appropriate rates, Applicant's billing agent will run the final bills through Con Edison's online submetering billing calculator to confirm that the submetered charges do not exceed Con Edison's charges for delivery and commodity during the relevant billing period. If a submetered resident at the Building self-identifies as eligible for Con Edison's low-income energy affordability program ("EAP"), and provides appropriate documentation that they are beneficiaries in applicable public assistance programs (e.g., an award letter), then any submetered charges to that resident will be inclusive of EAP bill discounts.

A copy of a sample submetered bill is attached hereto as **Exhibit A**. Consistent with the Commission's rules and regulations, the meter reading data and billing calculations will be documented and retained for a six year period for each unit.

C. Plan for Complying with the Provisions of HEFPA

Attached hereto as **Exhibit B** 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 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 C** 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, 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 D**.

G. Proof of service

Simultaneously with the filing of this Notice of Intent, a copy was sent via electronic mail to Con Edison, the utility company providing service to the premises to be submetered. Attached to this Notice of Intent as **Exhibit E** is a verification confirming electronic service on the utility.

H. Refrigerators

The Building is new construction and each residential unit will be initially equipped with a new refrigerator.

I. Description of electric energy efficiency measures to be installed

Applicant is planning to incorporate several energy efficiency measures into the Building. The Building will target Passive House standards, which is the world's leading standard in energy efficient construction. Buildings that meet Passive House standards require very little energy to achieve a comfortable temperature year round. The Building is also participating in NYSERDA's Multifamily New Construction program, which provides technical assistance and incentives to multifamily developers who construct to high efficiency standards.

In furtherance of these efforts, Applicant plans to initially equip each residential unit in the Building with Energy Star-rated refrigerators and dishwashers, as well as energy efficient washers and dryers. Applicant also plans to incorporate efficient lighting fixtures. 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 employing low-e glass windows 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. Residential heating and cooling will be provided via an ultra-efficient air-cooled VRF (variable refrigerant flow) system that performs well above code requirements.

J. Description of information and education programs

Each year, Applicant plans to provide unit owners 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 F** to this Notice of Intent.

K. Information regarding income-based housing assistance

Applicant will utilize the NYC Department of Housing Preservation and Development's ("HPD") Supportive Housing Loan Program and will be receiving a tax abatement through the

420-c tax exemption program. As noted, there will be 112 submetered residential units at the Building. Of those 112, 111 units will be considered permanently affordable and one unit will be reserved for the Building superintendent. Of the 111 permanently affordable units, 67 units are set aside for formerly homeless individuals who are earning between 30% - 60% of AMI. The individuals will be referred to the Building through HRA. Of the 44 remaining units, 5 of these units will be affordable to households earning up to 30% AMI; 27 units will be affordable to households earning up to 80% AMI; 8 units will be affordable to households earning up to 100% AMI; and 4 units will be affordable to households earning up to 120% AMI.

Part 96 of the Commission's regulations, specifically 16 NYCRR § 96.5(k), states that an energy audit must be conducted prior to the commencement of submetering when an application "is made with respect to a premise in which 20% or more of the residents receive income-based housing assistance." Although 16 NYCRR Part 96 does not define the term "income-based housing assistance," the Commission has in the past required compliance with the provisions of §96.5(k) when either of two conditions apply: (a) the resident receives a direct subsidy to assist a low-income household in paying housing costs, *e.g.*, a Section 8 housing voucher; or (b) rental units are offered by the owner at a reduced rate to residents whose income is below the area median.²

In this case, more than 20% of the residential units in the Building will be reserved for residents that are required to be earning below the area median income. As such, Applicant respectfully requests a waiver of the energy audit and energy efficiency plan requirements in 16 NYCRR § 96.5(k)(3). New York City has an Energy Conservation Code ("NYCECC"), which is

² See, *e.g.*, Case 20-E-0476, Petition of 329 St. Nick LLC to Submeter Electricity at 3-31 St. Nicholas Avenue, Flushing, New York 11385, Located in the Territory of Consolidated Edison Company of New York, Inc., Order Authorizing Submetering (issued April 21, 2021) at 5.

applicable to “commercial buildings” such as the Building.³ 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.⁴ Since the Building is new construction and must comply with the NYCECC, consistent with certain Commission precedent, Applicant respectfully requests a waiver of the energy audit and energy efficiency plan requirements of 16 NYCRR § 96.5(k)(3).⁵

L. Information pertaining to property utilizing electric heat

The Building will not be an “electric heat property.” The building will be heated by a variable refrigerant flow heat pump system, specifically the Trane/Mitsubishi CITY MULTI VRF system, which utilizes shared compressor units that serve multiple apartments. The kilowatt-hour usage of the condensing unit is separately metered by Con Edison and is neither measured nor billed through the individual residential submeters. The Commission has previously held that this

³ 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>.

⁴ 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).

⁵ See, e.g., Case 21-E-0556, Notice of Intent and Waiver Request of 550 Clinton Partners LLC to Submeter Electricity at 550 Clinton Avenue, Brooklyn, New York, Located in the Service Territory of Consolidated Edison Company of New York, Inc., Order Authorizing Submetering (issued April 18, 2022) at 4-5.

type of variable refrigerant flow system does not constitute “electric heat.”⁶ 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: September 5, 2024
Albany, New York

Respectfully submitted,

Adam T. Conway

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⁶ See, e.g., Case 11-E-0513, Petition of Mitsubishi Electric & Electronics USA, Inc. for a Declaratory Ruling, Order Granting Declaratory Ruling (issued January 23, 2012); see also Case 17-E-0456, Notice of Intent of Sandy 350 LLC, Order Authorizing Submetering (issued February 28, 2018) at 2, fn. 1.

EXHIBIT A
SAMPLE BILL

Computation No. **351833**

Meter No. **1147746-5**
 Billing month **March 2023**
 Metering period **2/2/2023 - 3/6/2023**

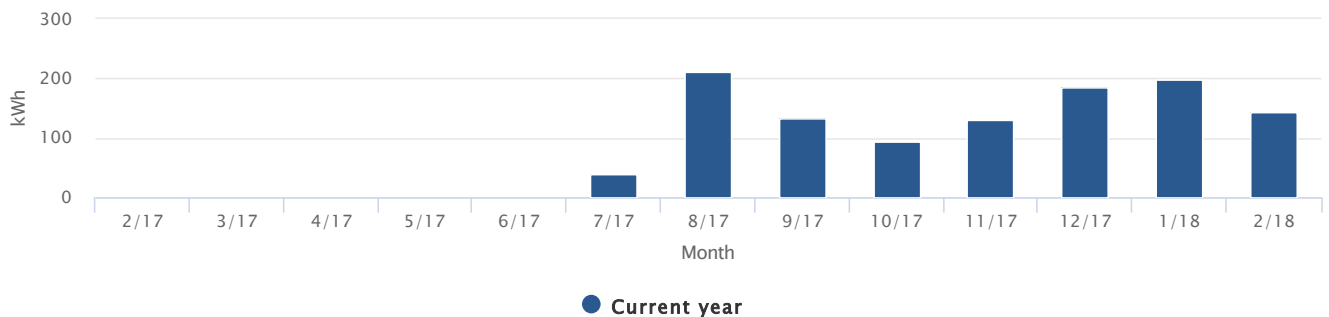
Invoice date **3/26/2023**
 Number of days in period **32**
 Method of Charge **Con Edison SC1 Rate**

To **Bryce Harper**
 Customer Name **125 3rd Street**
 Address **Brooklyn NY 11231**

Payment is due upon receipt of this bill.

Description	Previous Reading	Present Reading	Usage (kWh)	Price (cents)	Total Cost (\$)
Your Supply Charges					
Supply	1,564	1,727	163.00	5.65	9.21
Merchant Function Charge	1,564	1,727	163.00	0.39	0.635
Statement of Clean Energy Standard Supply Surcharge	1,564	1,727	163.00	0.327	0.533
Adjustment Factors - MSC I & MSC II	1,564	1,727	163.00	1.18	1.93
Supply: GRT & Other tax surcharges				0.024	0.25
Total Supply Charges					12.55
Your Delivery Charges					
Basic Service Charge			32.00	52.53	16.81
Billing and Payment Processing Charge					1.20
Delivery	1,564	1,727	163.00	10.22	16.66
Statement of Monthly Adjustment Clause	1,564	1,727	163.00	0.565	0.921
Adjustment Factors - MAC	1,564	1,727	163.00	0.00	0.00
SBC/RPS charges	1,564	1,727	163.00	0.68	1.11
Delivery: GRT & Other tax surcharges				5.05%	1.86
Delivery Total					38.63
Total kWh	1,564	1,727	163.00		
Sales Tax				4.50%	2.22
Electrical Total			163.00		51.18
Total Charge					53.40

Usage



Make payable to:

Produced with Expertpower™



EXHIBIT B
HEFPA IMPLEMENTATION PLAN

HEFPA IMPLEMENTATION PLAN

364 WEST 54TH STREET, NEW YORK, NEW YORK

- 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 the Building, 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: Distribute 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

Approximately 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*. Staff will also request from each resident a signed credit card authorization to keep on file to cover any unpaid utility charges, including any charges that remain upon termination of the lease.

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. Staff will use reasonable efforts to schedule a meeting with the resident 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 delivered 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 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. If the terms of a Deferred Payment Agreement are agreed to, 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:

- Staff will deliver a *Deferred Payment Agreement Reminder Notice* to the resident. The resident then has twenty (20) days to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts Submeterer within the twenty (20) 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 may 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 delivered by Staff: (i) no earlier than 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) no earlier than 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 (914) 844-1011, 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:** _____

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 for this account as of MM/DD/YYYY is \$XX.XX.

We are 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, we may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, we 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 826 Broadway, New York, NY 10003, or by phone at (914) 844-1011.**

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 management. If you and us cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

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, Management 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 (914) 844-1011 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 1-800-342-3377, 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 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, we agree 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. We reserve 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, we 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 us 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: _____

Management Signature:

Date: _____

Return one signed copy to our management company at 826 Broadway, New York, NY 10003 by MM/DD/YYYY.

HEFPA Quarterly Billing Agreement

Customer Name: _____

Address: _____

Account #: _____

Under this plan, we agree 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: _____

Management Signature:

Date: _____

Return one signed copy to our management office at 826 Broadway, New York, NY 10003.

4. Late Payment Procedures

We reserve 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:

3. the amount billed
4. late payment charge, if applicable, for past unpaid bills
5. 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 Management 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 (914) 844-1011. If you would like to file a complaint in writing, please send the complaint to us at **826 Broadway, New York, NY 10003**. 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 1-800-342-3377, or 90 Church Street, New York, NY 10007. Residents 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:

**c/o The Lirio
826 Broadway, 11th Floor
New York, NY 10003**

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 (914) 844-1011. 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 1-800-342-3377.

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. _____ (month)	(week)
SSI	Yes _____ No _____	Amt. _____ per mo.	
Public Assistance	Yes _____ No _____	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 _____

MONTHLY
EXPENSES

PAYMENT AMT. OWING

Housing: Rent_____ Own_____
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, we notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in us 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 (914) 844-1011, or **826 Broadway, New York, NY 10003** 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 THE 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 **(914) 844-1011**. 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

c/o The Lirio
826 Broadway, 11th Floor
New York, New York 10003

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 your building 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 Management at **826 Broadway, New York, NY 10003** or by calling (914) 844-1011. 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: **1-800-342-3377**

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 Management at 826 Broadway, New York, NY 10003 or call Management at (914) 844-1011 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 826 Broadway, New York, NY 10003 or call Management at (914) 844-1011 with the party's contact information and written agreement of the third party to receive copies of notices of the total amount due or past due on all bills, the amounts of any payments paid by or on behalf of you, all notifications relating to disconnection of service, and notices relating to collection of amounts due 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 826 Broadway, New York, NY 10003 or call Management at (914) 844-1011** 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 826 Broadway, New York, NY 10003 or call Management at (914) 844-1011** 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) Historical usage and billing data will be shown on the bill in graph and written form in accordance with applicable law;
- (c) 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 during such period, and the debit or credit balances; and
- (d) 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 C
SUBMETERING IDENTIFICATION FORM



New York State Public Service Commission
Office of Consumer Policy



Submetering Identification Form

Name of Entity: Housing is a Human Right LLC			Corporate Address: 826 Broadway, 11 th Floor		
City: New York	State: NY	Zip: 10003	Web Site:		
Phone: (914) 844-1011			Utility Account Number: N/A		
Chief Executive: David Kramer, managing member			Account Holder Name: Housing is a Human Right LLC		
Phone: (914) 844-1011			E-mail: mwarner@hudsoninc.com		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Mallory Warner			Name: Property Management		
Phone: (914) 844-1011			Phone: (212) 353-8223		
Fax:			Fax:		
E-mail: mwarner@hudsoninc.com			E-mail: info@lisamanagement.com		
Address: 826 Broadway, 11 th Floor			Address: 826 Broadway, 11 th Floor		
City: New York	State: NY	Zip: 10003	City: New York	State: NY	Zip: 10003

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: The Lirio			Service Address: 364 West 54 th Street		
City: New York	State: NY	Zip: 10019			
Electric Heat? N			Electric Hot Water? Y / N N		
# Units Occupied by: Sr. Citizens 0 Disabled 0			Total # of Units 112		
Rent Stabilized	# Rent Controlled		# Rent-Regulated	# Market Rate	
Rental: Y/N Y		Condo: Y/N N	Co-Op: Y/N N		
# Low Income 111		# Section 8	# Landlord Assist Program		# Other
Submeter: SATEC BFM136 Billing Agent:			Address:		
City:	State: NJ	Zip			
Contact Name: Shaun Olson		Contact Phone: 908-209-9987	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 D
SUBMETERING LEASE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE AGREEMENT DATED [LEASE AGREEMENT DATE] BETWEEN HOUSING IS A HUMAN RIGHT LLC (“LANDLORD”) AND [TENANT] (“TENANT”) REGARDING UNIT [UNIT #] IN THE PREMISES LOCATED AT 364 WEST 54TH STREET, NEW YORK, NEW YORK 10019 (“THE BUILDING”). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE AGREEMENT TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT.

Electric Submetering Rider

1. Tenant acknowledges that the New York State Public Service Commission has approved Landlord’s petition to submeter electricity to residential units located at The Building.
2. Tenant acknowledges that rates and charges paid by the Tenant will be based on the rates charged by Con Edison, the electric company, and in no event will the total charges (including any administrative fees) exceed the rates for directly metered residential electric service. Refunds will be credited to any submetered resident affected by Landlord’s actions that led to such refunds, provided that Landlord or its submetering agent has contact information for such resident.
3. Tenant acknowledges that each submeter will be read and the Tenant will be billed monthly for electric service. Each Tenant’s submetering statement will show the service dates Tenant is being billed for, the present and previous meter readings, the kwh’s consumed, the cost per kwh, and the cost for the energy consumed. Tenant’s failure to pay the electrical charges entitles The Building to ultimately terminate electrical service. **HOWEVER YOU SHALL BE AFFORDED ALL NOTICES AND PROTECTIONS AVAILABLE TO YOU PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT (“HEFPA”) BEFORE ANY ACTION(S) BASED ON SUCH NON-PAYMENT, INCLUDING TERMINATION OF SERVICE IS COMMENCED.**
4. Among other protections, HEFPA provides that:
 - (i) Tenant may request balanced billing. Balanced billing divides Tenant’s electric costs into twelve (12) equal monthly payments. Periodically (every 3-6 months), the Tenant’s account will be reviewed and balance billing adjusted as necessary. At the end of one year, Tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid. If Tenant has paid more than its actual electricity costs, Tenant will be provided with a credit on its next electric bill equal to the overpayment. If the overpayment exceeds the next submetered electric bill, any excess credits will be carried forward to subsequent months and offset against electric charges until the full credit is exhausted.

(ii) If Tenant has difficulty paying the electric bill, Tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby Tenant will be able to pay the balance owed over a period of time. If Tenant can show financial need, The Building can work with Tenant to determine the length of agreement and the amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Building will make reasonable efforts to help the Tenant find a way to pay their bill.

(iii) If a health or safety hardship is demonstrated, management can refer Tenant to a local social service agency. Tenant should notify management if the following conditions exist:

- (a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or
- (b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.
- (c) Any medical certificate must be signed by a physician and include the physician's license number.

(iv) Anyone subject to special protections is required to notify The Building's management office. The applicable forms are available in the management office or you may call **(914) 844-1011**.

(v) Special protections may be available if Tenant and/or other persons living with Tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.

(vi) Tenant may designate a third party as an additional contact to receive notices of past due balances. Any third party designated by the Tenant will not become responsible for payment of electric charges; all such charges will remain the responsibility of the Tenant.

(vii) If Tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, Tenant may present to management a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to **826 Broadway, 11th floor, New York, NY 10003**. Management shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within thirty (30) days. Tenant may request and receive one submeter test at no cost during a twelve month period when the request is made pursuant to a complaint. Tenant may request more than one meter test during a twelve month period and may request that the test be witnessed by Department of Public Service staff; however, if the submeter is not out of the limits as prescribed by 16 NYCRR Part 92, the person requesting more than one annual test will bear the cost of such additional meter tests. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If Tenant is dissatisfied with management's response, Tenant may request a review of this determination by filing a written or verbal protest with management within fourteen (14) days from the date of the response by management. No particular form is required.

At any time, Tenant can also contact the Public Service Commission at New York State Department of Public Service, 90 Church Street, New York, NY 10007 or call their toll free HELPLINE at 1-800-342-3377 and file a complaint seeking to have the issue resolved by the Public Service Commission, or if Tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is www.dps.ny.gov.

LANDLORD:

Housing is a Human Right LLC

By: _____

TENANT:

Date

Date

EXHIBIT E
PROOF OF SERVICE ON CON EDISON

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Notice of Intent and Waiver Request of	)	
Housing is a Human Right LLC to Submeter	)	
Electricity at 364 West 54th Street, New York, New York	)	Case No. _____
Located in the Territory of Consolidated Edison	)	
Company of New York, Inc.	)	

VERIFICATION OF SERVICE

I hereby certify that I have this day served a copy of the “*Notice of Intent and Waiver Request of Housing is a Human Right LLC to Submeter Electricity at 364 West 54th Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*” by electronic mail to the following representatives of Consolidated Edison Company of New York, Inc.: Kerri Kirschbaum and Matt Glasser.

Dated at Albany, New York this 5th of September, 2024.

Name:

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EXHIBIT F
ENERGY REDUCTION INFORMATION

ENERGY SAVING IDEAS

We have 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 light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- 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 computer is wasted because PC's 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 PC's.
- Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

AVERAGE ANNUAL ENERGY CONSUMPTION			
Equipment	Conventional Products	Energy Saving Products	Potential Energy Savings
Desktop PC's	500 kWh	250 kWh	50%
Fax Machines	300 kWh	135 kWh	55%
Laser Printers	750 kWh	270 kWh	65%
Copier (Medium)	1200 kWh	535 kWh	55%
Copier (Large)	2800 kWh	1200 kWh	55%

APPLIANCES

- Choose Energy Star appliances, which use considerably less energy than other appliances. You may find “Energy Star” appliances at your local retail stores.
- Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.

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.

USEFUL LINKS

www.bestbuy.com
www.homedepot.com
www.lowes.com

OTHER HELPFUL HINTS

- Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money.
- 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 and costing you more money.

*Sources: Con Edison, LIPA, Orange and Rockland, NYSEDA, Niagara Mohawk, Southern California Edison.