STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid.	)))))	**Case No. 24-E-____**

PETITION TO SUBMETER ELECTRICITY

Pursuant to 16 NYCRR § 96.3 (b), 625 7th Ave, LLC (the Applicant)[1] submits this Petition to Submeter Electricity (the Petition) to 98 new residential rental units located at 604 7th Ave., Troy, New York 12182 (the Building), which is within Niagara Mohawk Power Corporation d/b/a National Grid's (National Grid) service territory. The Building is a renovation, which is expected to allow for occupancy by October 2024.[2]

As set forth in detail below, the Applicant's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Applicant respectfully requests that the Public Service Commission (the Commission) approve this Petition.

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[1] Corporate documentation for the Applicant is attached as Exhibit 1.

[2] Because the Building is currently unoccupied, the notice requirements in 16 NYCRR §§ 96.3 (a) (2) and (c) are not applicable.

THE APPLICANT'S SUBMETERING PLAN SATISFIES 16 NYCRR PART 96 AND IS IN THE PUBLIC INTEREST AND CONSISTENT WITH THE PROVISION OF SAFE AND ADEQUATE ELECTRIC SERVICE TO RESIDENTS

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

The Applicant will install Triacta's PowerHawk 6000 Series submetering system and related equipment in the Building (the Triacta system). The Commission has approved the Triacta system for use in residential submetering applications in New York State.[3] The Triacta system is capable of terminating electric service to an individual residential unit without accessing the unit. In addition, the Applicant is aware that the Department of Public Service's rules and regulations prohibit "cross-wiring (for example, through a shared meter)" in submetered premises.[4]

B. Description of the methods to be used to calculate bills for individual residents

Residential bills will be calculated using National Grid's Service Classification SC-1 rate for direct-metered service. Specifically, the resident's kilowatt hour (kWh) usage will be multiplied by National Grid's Service Classification SC-1 tariffed rate for a billing period, plus applicable taxes.

National Grid's Service Classification SC-1 rate is a combination of various items, including, but not limited to:

- Basic Customer Charge: This charge covers the costs for meter reading, billing, equipment, and maintenance. It is the same regardless of how much energy is used during the billing period.

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[3] *See* Case 19-E-0070, *Notice of Intent of 16 Sheridan Avenue LLC to Submeter Electricity at 16 Sheridan Avenue, Albany, New York Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid*, Order Authorizing Submetering (issued May 22, 2019) (approving submetering at a building that installed "the Commission-approved Triacta PowerHawk 6303 and 6312 submeters").

[4] 16 NYCRR § 96.6 (k).

- Delivery Charge: This charge is for transporting electricity across the distribution system to a resident's home and varies based on the kWhs consumed.

- Systems Benefit Charge (SBC): This is an additional charge per kWh reflecting mandated public policy programs.

- Electricity Supply Charge: This varies based upon market conditions.

- Transmission Revenue Adjustment: This varies by month based on service revenue received by National Grid.

The following is a nonexclusive example of the formula that will be used to derive a resident's electricity charges based on the current National Grid Service Classification SC-1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		$AA.AA
Delivery Charge (per kWh)	.XXXXX times 250 kWh	$BB.BB
SBC (per kWh)	.XXXXX times 250 kWh	$BB.BB
Electric Supply Charge (per kWh)	.XXXXX times 250 kWh	$BB.BB
Transmission Revenue Adjustment (per kW)	.XXXXX times 250 kWh	$CC.CC
Subtotal		$CC.CC
Sales Tax	Subtotal CC.CC times .045000	$DD.DD
	Subtotal CC.CC plus DD.DD	$EE.EE
Total Resident Cost:		**$EE.EE**

National Grid's New York rates by classification are available on its website (https://www.nationalgridus.com/upstate-ny-business/rates/tariff-provisions) under PSC 220 Rate Tariff – Electric Service.

In no event will the total rate for a billing period (including any monthly administrative charge) exceed National Grid's rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.[5]

The Applicant or its third-party electric billing company will read the meters and process a statement based on the resident's actual consumption. Further, the Applicant or its third-party electric billing company will retain submetering billing records for a six-year period.[6]

Residents may qualify for a discount equivalent to that which is provided by National Grid to customers who are enrolled in its "Energy Affordability Program" (EAP) pursuant to its tariff (*see* P.S.C. No. 220 – Electricity, Leaf No. 356). The EAP consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a Home Energy Assistance Program (HEAP) grant and receipt of any HEAP "add-on" benefits or receipt of DSS Direct Voucher/Guarantee. To qualify for such a discount, residents must self-identify themselves as eligible to the Submeterer by providing documentation of enrollment in one of the following programs: (1) Temporary Assistance for Needy Families; (2) Safety Net Assistance – Public Assistance; (3) Supplemental Security Income; (4) Medicaid; (5) Supplement Nutrition Assistance Program; (6) Low Income Home Energy Assistance Program; (7) Veteran's Disability Pension; (8) Veteran's Surviving Spouse Pension; (9) Child Health Plus; or (10) the Federal Lifeline program or any public assistance program that would qualify under the Federal Lifeline Program.

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

The Applicant's HEFPA compliance plan is attached.[7]

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[5] *See* 16 NYCRR § 96.1 (i).

[6] *See* 16 NYCRR § 96.6 (j).

D. Submetering Identification Form

The Applicant's completed Submetering Identification Form is attached.[8]

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

Since this Petition concerns new construction of residential and commercial rental units, this provision is not applicable.[9]

F. Certification concerning content of leases or agreements governing the premises to be submetered

The Applicant certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds, provided that the submeterer has such contact information for such resident, shall be included in plain language in all leases or agreements governing the submetered premises.[10]

G. Proof of service that this Petition was sent to the local utility company

A copy of the Applicant's cover letter sent to National Grid with this Petition is attached.[11]

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[7] *See* Exhibit 2.

[8] *See* Exhibit 3.

[9] *See e.g.* Case 18-E-0022, *Notice of Intent of MP Owner LLC to Submeter Electricity at 146 Pierrepont Street, Brooklyn, NY, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (issued May 23, 2018), at 2 (holding that 16 NYCRR § 96.5 [e] is not applicable to a submetering application involving a newly-constructed rental building); Case 15-E-0379, *Notice of Intent of Bridge Land Hudson, LLC to Submeter Electricity at 261 Hudson Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (issued April 28, 2016), at 2 (holding same).

[10] *See* Exhibit 4 for a copy of the Building's Submetering Lease Rider.

[11] *See* Exhibit 5 for a copy of the Applicant's letter sent to National Grid.

H. Documentation regarding refrigerators in all rental dwelling units

Since the Petition concerns new construction of residential rental units, this provision is not applicable to the Building.[12] Nevertheless, for information concerning the refrigerators and other appliances in the Building's residential units, see Section I below.

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

The Building will feature many new energy-efficiency measures. For example, the Building's residential units are designed to include ENERGY STAR® rated dishwashers (Frigidaire model FDPH4316AS) and washing and drying machines (Blomberg models WM98220SX and DHP24404W, respectively). The Building will also be equipped with high-efficiency LED lighting throughout. In addition, the Building's residential units will be equipped with programmable thermostats.[13]

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

Upon renting their unit, each resident will be provided with certain energy-efficiency and conservation information.[14]

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

This provision is not applicable to the Building.

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[12] *See e.g.* Case 17-E-0433, *Notice of Intent of Bridge Land Vestry LLC to Submeter Electricity at 70 Vestry Street, New York, NY in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Issued March 1, 2018), at 2 (holding that 16 NYCRR § 96.5 [h] is not applicable to a submetering application involving a newly-constructed building).

[13] A copy of the cut sheet for the residential thermostats is enclosed as Exhibit 6.

[14] *See* Exhibit 7.

L. Information if the Building is an "electric heat property"

The Building utilizes "electric heat."[15] More specifically, the residential units are heated and cooled using Samsung heat pump units (model AJ0**BXJ*CH/AA) (the Heat Pumps). They consist of individual indoor systems in each residential unit equipped with a variable speed compressor and fan that provide highly efficient cooling and heating. Each residential unit's submeter will measure the electricity used by the corresponding Heat Pump. Thus, this Building is an "electric heat" property. As detailed above, the units will be equipped with wireless remote controllers, so residents are able to control the temperature in their units.

M. Information if the Building is a conversion from direct metering

This provision is not applicable to the Building.

N. Other information required by prior Commission Order

This provision is not applicable to the Building.

[15] 16 NYCRR § 96.1 (f). Since the Building is new construction, the filing requirements of 16 NYCRR § 96.5 (l) (3) and (4) are not applicable (16 NYCRR § 96.5 [l] [6]).

CONCLUSION

For the foregoing reasons, the Applicant's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Applicant respectfully requests that the Commission approve this Petition.

DATED: July 10, 2024
Albany, New York

Respectfully submitted,

/s/ *John T. McManus*

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STATE OF NEW YORK
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Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid.	**Case No. 24-E-____**

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF Schenectady)

I, Timothy Quinn, an authorized signatory for 625 7th Ave, LLC in the above-entitled proceeding, have read the foregoing Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, and know the contents thereof and that the same is true and accurate to the best of my knowledge, information, and belief.

DATED: July 16, 2024

Timothy Quinn

Sworn to before me this
16th day of July 2024

Notary Public

PAMELA FERNANDEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FE0021196
Qualified in Schenectady County
Commission Expires February 15, 2028

Exhibit 1

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	625 7TH AVE, LLC
DOS ID Number:	6676186
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	12/27/2022
Statement Status:	CURRENT
Statement Due Date:	12/31/2024

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 17, 2024 at 04:33 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100005568843 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT 2

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act (HEFPA) and the order issued by the New York State Public Service Commission on [Date], in Case 24-E-XXXX: Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid (the Submetering Order). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at 604 7th Ave., Troy, New York 12182 is a submetered facility (the Building). 625 7th Ave, LLC (the Owner), the Building's owner, is responsible for the administration of submetering, which may be performed by a third-party billing company under contract with the Owner (together, the Submeterer) to invoice residents for their monthly utility usage. Residents, in turn, receive monthly bills from the Submeterer or its third-party billing company for their respective electricity usage.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/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 Submeterer 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 at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, by 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.

The electricity bills that you receive show the amount of kilowatt hours (kWh) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Niagara Mohawk Power Corporation d/b/a National Grid) direct-metered residential rate. The Submeterer may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your annual electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer 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. If you have overpaid, you will be issued a credit to your account. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

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

You may qualify for a discount equivalent to that which is provided by National Grid to customers who are enrolled in its "Energy Affordability Program" (EAP) pursuant to its tariff (*see* P.S.C. No. 220 – Electricity, Leaf No. 356). The EAP consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a Home Energy Assistance Program (HEAP) grant and receipt of any HEAP "add-on" benefits or receipt of DSS Direct Voucher/Guarantee. To qualify for such a discount, please notify the Submeterer in writing with documentation of your enrollment in one of the following programs: (1) Temporary Assistance for Needy Families; (2) Safety Net Assistance – Public Assistance; (3) Supplemental Security Income; (4) Medicaid; (5) Supplement Nutrition Assistance Program; (6) Low Income Home Energy Assistance Program; (7) Veteran's Disability Pension; (8) Veteran's Surviving Spouse Pension; (9) Child Health Plus; or (10) the Federal Lifeline program or any public assistance program that would qualify under the Federal Lifeline Program.

If you are having difficulty paying your electricity bill, please contact the Submeterer to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed on your electricity account over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding electricity charges over a specific period of time, signed by both the Submeterer and customer. If you can demonstrate to the Submeterer a financial need, the Submeterer can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as $10.00 per month. The Submeterer will make reasonable efforts to help you find a way to pay your bill.

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

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is 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 resident suffers from a medical condition requiring electricity service to operate a life-sustaining device.

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

Special protections may be available if you are, and those living with you are, age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. Please contact the Submeterer to ensure that you receive all of the protections for which you are eligible.

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.

Please review the attached “Special Protections Registration Form” relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you believe that you qualify for any special protection described on the form. You may return the completed form to the Submeterer.

SPECIAL PROTECTIONS
REGISTRATION FORM

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

625 7th Ave, LLC
c/o Redburn Property Services
701 River Street, Troy
New York 12180

ACCOUNT INFORMATION
(Be sure to complete before mailing)

_____
Name

_____
Address Unit #

_____
Town/City Zip

_____
Telephone # Daytime Evening

_____
Account # (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- □ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or older or 18 years of age or younger.
- □ Unit occupant is blind (legally or medically)
- □ Unit occupant has a permanent disability (type):

_____

- □ Unit occupant has a medical hardship (type):

_____

- □ Unit occupant has a life support hardship (type):

_____

I receive government assistance.

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

_____

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

_____

Please send me more information about:

□ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to 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 a designation, please so indicate in the relevant box(es) below 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.

□ I would like to appoint a third party to receive notice of total amounts due.
□ I would like to appoint a third party to receive notice of amounts past due.
□ I would like to appoint a third party to receive notice of amounts of any payments paid by or on behalf of the residential customer.
□ I would like to appoint a third party to receive all notices relating to service termination or collection of amounts due.
□ I would like to continue receiving all such notices in conjunction with my third-party designee.

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Submeterer and/or its third-party billing company (individually or together, the Submeterer) shall process the master invoice(s) received from the distribution utility (Niagara Mohawk Power Corporation d/b/a National Grid), another local utility, energy services company, and/or local distributed energy resource(s) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within thirty (30) days after receipt of the master utility invoice(s), the Submeterer shall calculate and provide a submetered utility bill to each resident with the due date clearly noted.

A late charge may be applied if payment of a submetered utility bill is not received within twenty (20) days of the payment due date.

Step 3: Identify Past Due Accounts

After the due date of the submetered utility bill, the Submeterer will review and identify all past due utility accounts. The Submeterer may contact each resident with a past due utility account by phone, mail, or in-person and may utilize the *Failure to Make Payment Notice* form below.

Subsequently, eligible residents will be offered the option to enter into a *Deferred Payment Agreement*. The Submeterer will provide the following document to each such eligible resident: *Deferred Billing Agreement Option Form.*

Step 4: Negotiation of Deferred Payment Agreement

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

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

During the meeting, the Submeterer 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 down payment and 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 Submeterer expects that the *Deferred Payment Agreement* will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the *Deferred Payment Agreement*, no further action is needed other than monitoring the resident's compliance with the terms of the *Deferred Payment Agreement*.

If the resident fails to attend the meeting, the Submeterer will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Submeterer will attempt to negotiate the terms of a *Deferred Payment Agreement* during the call. If the terms of a *Deferred Payment Agreement* are agreed to by phone, the Submeterer will send the resident the *Deferred Payment Agreement* for his or 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 the Submeterer can seek to terminate the resident's electricity. These actions include:

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

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event the 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*, which must include a copy of the *Notification of Rights and Procedures* and *Special Protections Registration Form*. Additionally, if applicable, the Submeterer will send two *Deferred Payment Agreements*, executed by the Submeterer, at this time. Since the resident did not participate in a negotiation, the Submeterer may insert a reasonable amount for a down payment and monthly payment.

Step 7: Review for Special Protections

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

Step 8: Termination of Electricity Service

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

DEFERRED PAYMENT AGREEMENT PACKAGE

A. Deferred Billing Agreement Option Offer Letter
B. Deferred Payment Agreement Appointment Letter
C. Deferred Payment Agreement
D. Payment Past Due Reminder Notice
E. Demand for Full Payment

A. DEFERRED BILLING AGREEMENT OPTION OFFER LETTER

[DATE]

[RESIDENT]
[STREET ADDRESS]
[CITY, STATE, ZIP CODE]

Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, 625 7th Ave, LLC (the Submeterer) is required to provide you an opportunity to visit our office and meet with our designated staff member or to call the us at (518) 344-4543 for the purpose of discussing your potential right to a *Deferred Payment Agreement* for the outstanding electricity charges on your account. Should you decide to accept this offer, you must return one (1) signed copy of this letter to us within five (5) days from the date of this letter indicating your request for an appointment to negotiate a *Deferred Payment Agreement* with us.

Two copies of this offer are included: one for your signature and return to the Submeterer at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180, and one for your records.

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the Management Office within five (5) days.

☐ **YES,**
I would like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature: _____

Unit #: _____ Date: _____

OR

☐ **NO,**
I would not like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature: _____

Unit #: _____ Date: _____

B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]
[STREET ADDRESS]
[CITY, STATE, ZIP CODE]

Re: Deferred Payment Agreement Appointment

Dear Resident:

You recently requested an appointment to review your eligibility for a Deferred Payment Agreement for your unpaid electricity charges totaling $XX.XX.

We have scheduled your appointment at the Management Office for:

Date: **Time:** **Location or Call-in Number:**

It is vital that you attend this appointment so that we can determine your eligibility for a *Deferred Payment Agreement*. Your failure to attend this appointment will leave us no choice but to issue a *Final Termination Notice*.

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

In accordance with the Home Energy Fair Practices Act, we hereby provide you the following information with respect to your rights and responsibilities regarding the formation of a *Deferred Payment Agreement*.

- You must provide the designated staff member with reasonable proof of all the applicable income, asset, and expense information noted on the enclosed list. **The information provided to us is for the sole purpose of determining your eligibility for a *Deferred Payment Agreement* and/or the development of the *Deferred Payment Agreement* and will be maintained in your resident file with the strictest of confidence and will not be released or shared with any other person.**
- The designated staff member must negotiate with you in good faith to develop a *Deferred Payment Agreement* that is fair and equitable and considers your financial circumstances.
- Your payment agreement might not require a down payment.

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ **Unit #:** _____

Resident's Name: _____

Monthly Income Calculation

Income Source:

Employment: Average monthly income from 5 consecutive paystubs	
Child Support Documentation	
Alimony Documentation	
Social Security or SSI Award Letter	
Pension Statements	
Public Assistance	
Unemployment	
All other sources of verifiable income	
Avg. Monthly Income:	

Asset Calculation:

Asset Source:

Avg. Checking and Savings 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	
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 the Submeterer in the calculations of this worksheet are correct and accurate.

C. DEFERRED PAYMENT AGREEMENT

Resident: _____

Address: _____

Account No.: _____

The total amount owed to 625 7th Ave, LLC (the Submeterer) on this account as of **MM/DD/YYYY** is **$XX.XX.**

Subject to 16 NYCRR § 11.10 (a-b) of the Home Energy Fair Practices Act (HEFPA), the Submeterer is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as $10 per month above your current bills. **If you sign and return this form, along with a down payment of $XX.XX, by MM/DD/YYYY, you will be entering into a payment agreement and, by doing so, will avoid termination of electricity service.** Please note that, going forward, you will also be required to make timely payments on all current charges in order to remain compliant with the terms of this agreement.

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Submeterer may terminate your electricity service. If you do not sign this agreement or pay the total amount due of **$XX.XX** by **MM/DD/YYYY**, the Submeterer may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Submeterer by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180.**

Payment of Outstanding Balance:

Your current monthly deferred payment amount is: $XX.XX. This payment will be made in addition to your current monthly electric charges going forward. The monthly deferred payment amount is due on the same date that payment for your most current bill is due.

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

Yes, I would like Budget Billing: ☐

Acceptance of Residential Payment Agreement:

This agreement has been accepted by the Submeterer. If you and the Submeterer cannot negotiate a payment agreement, or if you need any further assistance, **you may contact the Public Service Commission at (800) 342-3377.**

Return one copy of this agreement signed, along with the down payment of $XX.XX, by MM/DD/YYYY to the Submeterer. If this is not done, your electricity service may be terminated.

Resident	**Date**
625 7th Ave, LLC	**Date**

D. PAST DUE REMINDER NOTICE

RESIDENT: _____

ADDRESS: _____

ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a *Deferred Payment Agreement* (DPA), which obligated you to make a down payment of **$XX.XX** by **MM/DD/YYYY** and regular payments of **$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As a result, we are hereby notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due or a *Final Termination Notice* may be issued to terminate your electricity service.

If you are unable to meet the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact 625 7th Ave, LLC (the Submeterer) by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

The total amount owed to the Submeterer for this account as of MM/DD/YYYY is: $XX.XX.

E. DEMAND FOR FULL PAYMENT

RESIDENT: _____

ADDRESS: _____

ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (DPA), which obligated you to make a down payment of **$XX.XX** by **MM/DD/YYYY** and regular payments of **$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As such, 625 7th Ave, LLC (the Submeterer) now makes this demand for full payment of the total amount owed, **$XX.XX**, and provides you with a *Final Termination Notice*, enclosed herewith.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact the Submeterer by telephone at (518) 344-4543, because a new payment agreement may be available.

Assistance paying utility bills may be available to certain eligible residents from your local social services office, which is the Rensselaer County Department of Social Services (RCDSS). RCDSS can be reached by telephone at (518) 833-6000, or by visiting its office at 127 Bloomingrove Drive, Troy, New York 12180.

Before RCDSS will provide assistance, a customer must generally provide the Submeterer with information showing assets, income, and expenses to evaluate whether the customer is entitled to a new payment agreement. If you would like to provide the Submeterer with this information, please contact by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S INABILITY TO PAY

625 7th Ave, LLC
c/o Redburn Property Services
701 River Street, Troy
New York 12180

Resident: _____

Address: _____

Account No.: _____

The above resident/customer has been sent a final notice of termination of electricity service. If the total payment due of **$XX.XX** is not paid by **MM/DD/YYYY**, termination of their electricity service may occur any time after **MM/DD/YYYY**.

BUDGET BILLING PLAN

Resident: _____

Address: _____

Account No.: _____

As set forth below, 625 7th Ave, LLC (the Submeterer) agrees to provide submetered electric service in return for your agreement to make payments according to the terms of this Budget Billing Plan (the Plan).

The Plan requires that you pay **$XX.XX** per month for the 12-month period starting with the billing cycle commencing on **MM/DD/YYYY** and ending on **MM/DD/YYYY**.

This monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying an 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 either your or the premises' last 12 months of actual consumption or an estimate of future consumption over the next 12-month period.

The Plan shall be subject to regular review for conformity with actual billing. The Submeterer reserves the right to recalculate the monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay that amount. Your bill will inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a *Final Termination Notice* pursuant to the Home Energy Fair Practices Act or other collection remedies.

Periodically, the Submeterer or its third-party billing company will review the Plan 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. If you have overpaid, you will be issued a credit to your account.

[ ] Yes, I agree to the terms of this Plan.

Acceptance of Agreement:

_____

Resident **Date**

_____

625 7th Ave, LLC **Date**

Return one signed copy to the Submeterer by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____

Address: _____

Account No.: _____

Under this plan, 625 7th Ave, LLC (the Submeterer) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (the Plan).

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

Under this Plan, you will receive the first bill on MM/DD/YYYY covering actual charges incurred during the 3-month period MM/DD/YYYY to MM/DD/YYYY, and you will receive quarterly bills thereafter on or before MM/DD/YYYY, MM/DD/YYYY, and MM/DD/YYYY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for the actual charges incurred and you will be required to pay the amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to a *Final Termination Notice* pursuant to the Home Energy Fair Practices Act.

[ ] Yes, I agree to the terms of this Plan.

Acceptance of Agreement:

Resident	**Date**
625 7th Ave, LLC	**Date**

Return one signed copy to the Submeterer by mail at 625 7th Ave, LLC c/o Redburn Property Services, 701 River Street, Troy, New York 12180, by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE DATED: MM/DD/YYYY

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

Your account is now XX (XX) days overdue. Please make payment of **$XX.XX** by **MM/DD/YYYY,** or we shall institute termination of your electricity service.

PLEASE REMIT $XX.XX BY MM/DD/YYYY TO AVOID INITIATION OF TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact 625 7th Ave, LLC by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

625 7th Ave, LLC

FINAL TERMINATION NOTICE DATED: MM/DD/YYYY

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

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

If you disagree with the amount owed, you may call or write 625 7th Ave, LLC, (the Submeterer) by telephone at (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180, or you may contact the Public Service Commission at (800) 342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO OUR ATTENTION WHEN PAYING THIS BILL.

PLEASE REMIT $XX.XX BY MM/DD/YYYY TO AVOID TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the Submeterer. Further, please contact the Submeterer if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

625 7th Ave, LLC

Enclosures

Two Executed Copies of the Deferred Payment Agreement (if applicable)
Notification of Rights and Procedures
Special Protections Registration Form

EXHIBIT 3

NEW YORK STATE OF OPPORTUNITY. Department of Public Service

Submeterer Identification Form

Updates to the Submeterer Identification Form should be submitted within ten days of any change to the information provided herein and submitted to: Secretary@dps.ny.gov in a searchable PDF format, under the Commission Case number of the approved order issued.

Date: 4/19/2024 DPS Case Number: 24-E-

Submeterer Information

Service Address of Submetered Property Building Name: _____

Street: 604 7th Ave. City: Troy NY Zip Code: 12182

Building Owner/Account Holder Name: 625 7th Ave, LLC

Mailing Address Street: 701 River Street City: Troy State: NY Zip Code: 12180

Telephone: (518) 344-4543 E-mail: _____ Website: _____

Property Management Name: Redburn Property Services

Address Street: 204 LaFayette St. Suite 2 City: Schenectady State: NY Zip Code: 12305

Telephone: (518) 631-3722 E-mail: _____ Website: www.redburndev.com

Billing Agent Name: _____

Address Street: _____ City: _____ State: ____ Zip Code: _____

Telephone: _____ E-mail: _____ Website: _____

Occupancy Date: Oct. 2024 **Building Type**	**Yes/No**	**Number of Units**	**Total Number of Residential Electric Submetered Units:** 98
Electric Heat:	Yes	98	Building fuel source for unit heating: Heat Pumps
Rental:	Yes	98	
Condominium:	No	0	
Cooperative:	No	0	
Market Rate:	Yes	98	
Income Based Housing:	No	0	Agency Administrator of Assistance: N/A

Primary Regulatory Complaint Contact Name: Michael Waterhouse

Address Street: 204 LaFayette St. Suite 2 City: Schenectady State: NY Zip Code: 12305

Telephone: (518) 631-3722 E-mail: mwaterhouse@redburndev.com Website: www.redburndev.com

Secondary Regulatory Complaint Contact Name: _____

Address Street: _____ City: _____ State: ____ Zip Code: _____

Telephone: _____ E-mail: _____ Website: _____

EXHIBIT 4

Rider to Lease: Submetering

604 7th Ave., Troy, New York 12182

1. Niagara Mohawk Power Corporation d/b/a National Grid (National Grid) 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 604 7th Ave., Troy, New York 12182 (the Building).

2. You, the tenant (you and your), acknowledge that, on [Date], in Case 24-E-[XXXX]: Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid (National Grid) 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 625 7th Ave, LLC (the Submeterer) for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Submeterer or its third-party billing company on a monthly basis. The structure of these submetered electric payments and their relationship to the Building's "All-In Living" package are discussed further in the "All-In Living Addendum" included in your Lease, if applicable.

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. Your submetered electric bills will be calculated using National Grid's Service Classification SC-1 rate for direct-metered service. Specifically, your kilowatt hour (kWh) usage will be multiplied by National Grid's Service Classification SC-1 rate for a billing period, plus applicable taxes.

   National Grid's Service Classification SC-1 rate is a combination of various items, including, but not limited to:

   - Basic Service Charge: This charge covers the costs for meter reading, billing, equipment, and maintenance. It is the same regardless of how much energy is used during the billing period.
   - Delivery Charge: This charge is for transporting electricity across the distribution system to a resident's home and varies based on the kWhs consumed.
   - Systems Benefit Charge (SBC): This is an additional charge per kWh reflecting mandated public policy programs.
   - Electricity Supply Charge: This varies based upon market conditions.

   The following is a nonexclusive example of the formula that will be used to derive your electricity charges based on the current National Grid Service Classification SC-1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		$AA.AA
Delivery Charge (per kWh)	.XXXXX times 250 kWh	$BB.BB
SBC (per kWh)	.XXXXX times 250 kWh	$BB.BB
Electric Supply Charge	.XXXXX times 250 kWh	$BB.BB
	Subtotal	$CC.CC
Sales Tax	Subtotal CC.CC times .045000	$DD.DD
	Subtotal CC.CC plus DD.DD	$EE.EE
Total Resident Cost:		**$EE.EE**

National Grid's New York rates by classification are available on its website (https://www.nationalgridus.com/upstate-ny-business/rates/tariff-provisions) under PSC 220 Rate Tariff – Electric Service Rates.

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

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

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone (518) 344-4543 or by mail at 625 7th Ave, LLC, c/o Redburn Property Services, 701 River Street, Troy, New York 12180. The Submeterer 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. 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 3 Empire State Plaza, Albany, New York 12223, 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 through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 3 Empire State Plaza, Albany, New York 12223. 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. 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 or its third-party billing company 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 National Grid to customers enrolled in its Energy Affordability Program (EAP) pursuant to its tariff (*see* P.S.C. No. 220 – Electricity, Leaf No. 356). The EAP consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a Home Energy Assistance Program (HEAP) grant and receipt of any HEAP "add-on" benefits or receipt of DSS Direct Voucher/Guarantee. To qualify for such a discount, please notify the Submeterer in writing with documentation of your enrollment in one of the following programs: (1) Temporary Assistance for Needy Families; (2) Safety Net Assistance – Public Assistance; (3) Supplemental Security Income; (4) Medicaid; (5) Supplement Nutrition Assistance Program; (6) Low Income Home Energy Assistance Program; (7) Veteran's Disability Pension; (8) Veteran's Surviving Spouse Pension; (9) Child Health Plus; or (10) the Federal Lifeline program or any public assistance program that would qualify under the Federal Lifeline Program.

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 or its third-party billing company 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 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.

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	**Submeterer, 625 7th Ave, LLC**
_____	_____
Date	**Date**

EXHIBIT 5

625 7th Ave, LLC, c/o Redburn Property Services

July 17, 2024

Ms. Kristen Cobb
Customer Connections - Electric
Niagara Mohawk Power Corporation d/b/a National Grid
55 Bearfoot Rd.
Northboro, Massachusetts 01532

Re: Petition of 625 7th Ave, LLC to Submeter Electricity at 604 7th Ave., Troy, New York 12182, Located in the Territory of Niagara Mohawk Power Corporation d/b/a National Grid.

Dear Ms. Cobb:

Please be advised that on July 17, 2024, 625 7th Ave, LLC submitted to the New York State Public Service Commission a Petition to Submeter Electricity at 604 7th Ave., Troy, New York 12182 (the Petition), which is located in Niagara Mohawk Power Corporation d/b/a National Grid's service territory.

A copy of the Petition is enclosed for your convenience.

Thank you for your attention in this matter.

Sincerely,

625 7th Ave, LLC

/s/ *Timothy Quinn*
Signature

By: Timothy Quinn, Authorized Signatory
Name (printed), Title

625 7th Ave, LLC
Company Name

cc: John T. McManus, Esq. (*via electronic mail*)

EXHIBIT 6

SAMSUNG

SUBMITTAL AR-EH04U
Samsung Wireless Controller

Job Name _____ Location _____
Purchaser _____ Engineer _____
Submitted to _____ Reference ☐ Approval ☐ Construction ☐
Unit Designation _____ Schedule # _____

Specifications

- Set temperature range:
  - Auto/Cool/Dry: 65°F - 86°F (18°C ~ 30°C)
  - Heat: 47°F - 86°F (8°C ~ 30°C)

- Multi-channel wireless control of Samsung indoor units

- Can control up to 4 indoor units individually (setup required)

- Wide display

- Soft-touch buttons

- Control options: ON/OFF, set temperature, mode, fan speed, filter reminder reset, independent louver control (AM0***N4DCH, AM0***NNDCH/AA, AC0***N4DCH/AA, and AJ0***NNDCH/AA only), airflow direction, single event timer setting, Wind-Free™* Cooling and Long Reach functions (applies to supported models when using the Wind-Free™* fascia panel).

- Indoor unit address and option setting programming mode

- Includes holder to mount on wall

- Dimensions (W X L X H): 1 13/16" X 5 3/8" X 13/16"



Compatibility

- DVM S indoor units (AM0***N*****AA). For heating set temperatures below 61°F (16°C) the indoor unit firmware must support this function. Refer to technical bulletin "TB2020-0001 DVM S Extended Heating Set Temperature Range".

- Free Joint Multi (FJM) mini 4-way cassette (AJ0***NNDCH/AA, AJ0**NBNDCH/AA)

- Single zone CAC 4-way cassette systems (AC0***N4DCH/AA)

- Single zone CAC duct systems (AC0***NHDCH/AA, AC0**NMDCH/AA, AC0***NLDCH/AA)
  Requires the installation of MRK-A10N wireless receiver kit

*The Wind-Free™ unit delivers an air current that is under 0.15 m/s while in Wind Free mode. Air velocity that is below 0.15 m/s is considered "still air" as defined by ASHRAE (American Society of Heating, Refrigerating, and Air-Conditioning Engineers).

Samsung HVAC maintains a policy of ongoing development, specifications are subject to change without notice.

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EXHIBIT 7

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about $50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
  - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
  - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
  - **LED bulbs** use about 75% less energy and last up to 25 times longer.



KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.



HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.



LAUNDRY

- Your apartment is equipped with an ENERGY STAR clothes washer and clothes dryer.
- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.



THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: www.energystar.gov/index.cfm?c=products.pr_podcasts

For further information and tips on how to conserve energy in your apartment home, please visit:
ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10
U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners