

Annual Notification of Rights under the Home Energy Fair Practice Act (HEFPA)

HEFPA provides residential energy customers with comprehensive protections in areas such as, customer billing, and payment and complaint procedures. As a submetered electricity customer you have the same HEPFA protections as direct metered utility customers. This statement is an overview of those rights, the policies, and procedures that will be implemented for electrical sub-metering.

You can obtain a complete copy or review these regulations by going to the website at <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/BFBBC5F20C80A1C685257687006F3A5C?OpenDocument>

Complaints

Complaints regarding electric billing for utility service, deposit requests or other service problems should be directed, by telephone or mail, to Geraldo Badillo at Bay City Metering Company, Inc., 247 West 37th Street, 6th Floor, New York, New York 10018 (212) 575-0785. If such complaints are not resolved in a timely manner, you may contact your **Managing Agent**. All requests may be made, by telephone or mail, no particular process form is required. Complaints will be investigated promptly and in a fair manner and a determination will be made and the results reported to you

All customers have the right to contact The Public Service Commission offices in Albany or NYC at anytime to file a complaint seeking to have the issue resolved by the Public Service Commission (the "PSC"). Complaints may also be filed with the PSC online at www.askpsc.com. Click on the utility complaints link located on the second gold bar from the top of the page.

NYS Public Service Commission
Office of Consumer Services
Three Empire State Plaza
Albany, NY 12223-1350
HELPLINE at 1-800-342-3377

NYS Public Service Commission
Office of Consumer Services
90 Church Street
New York, NY 10007-2919

If a complaint pertains to a billing issue, the disputed portion of the bill will not be due while the matter is being investigated by the Managing Agent or the PSC. However, the remaining balance of the bill in question and any future bills should be paid when due.

Billing and Suspension of Service

Your electrical charges will appear as a separate line item on your monthly maintenance invoice and shall be further documented on a separate monthly statement showing the amount of kilowatt hours used for such billing period. You are required to pay electrical charges (for prior usage) on the first of the month along with your maintenance (unless you have entered into one of the permitted payment plans described below). If you fail to pay your electrical charges in a timely manner, a late fee of 1 ½ percent per month on the unpaid balance of any bill for service provided will be assessed if payment is not received by the 20th day of the month in which payment was originally due. Should you remain in arrears for more than 30 days, you may be sent a final termination notice setting the date, at least 15 days from the date notice is received, upon which date electrical service to your unit shall be terminated unless payment, in full, is received prior to such date. If you cannot pay the full amount please contact the Managing Agent to set up a Deferred Payment Agreement or make special arrangements.

Your service may only be terminated if you:

- fail to pay charges for services rendered; or
- fail to pay amounts due under a deferred payment agreement; or
- fail to pay a lawfully required deposit; and
- are sent a final termination notice no less than 15 days before the termination date shown on the notice.

A final termination notice must clearly state or include:

- the earliest date on which termination may occur;
- the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
- the address and phone number of the person you may contact in reference to your 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 TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL."

If your service has been shut off for non-payment, it must be restored within 24 hours, where possible, if:

- 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,
- we, or the managing agent, is notified that serious harm to health or safety is likely to result if the service is not reconnected, or
- the PSC directs the service provider to restore service.

Special Termination Protections

HEFPA provides special protections and termination procedures for circumstances where customer health and safety may be threatened by lack of service. These protections against service termination for non-payment of bills apply to all customers using heat related equipment during the cold weather period between November 1 and April 15 and to customers with medical emergencies or who are elderly, blind or disabled.

Medical Emergencies

Notwithstanding the foregoing, your service may not be terminated, nor may restoration of service be denied, if a documented medical emergency exists. (You must provide a medical certificate from a doctor or a local board of health.) Similarly, if you are unable to pay your electrical charges but you, or a resident of your unit, suffer from a medical condition requiring life support equipment (as certified by a medical certificate from a doctor or local board of health) service will not be terminated or refused to restore your service.

Elderly, Blind or Disabled

Additional special protections may be available to you if you and those living with you are age 18 or younger or 62 and older, blind or disabled or if your electricity consumption in your unit is heat related. (In such circumstances, we must comply with additional procedures pursuant to HEFPA before your service may be terminated or prior to refusing to restore services.)

If your service provider is aware that you and all adults living with you are 62 years of age or older, blind or disabled, and all remaining residents of the household are 18 years of age or under, it will make special attempts to contact you by phone or in person, at least three days before a scheduled service termination in order to help you keep your utility service on. Your provider will try to work with you to develop a payment agreement or obtain payment from the local Department of Social Services or a private organization. If arrangements cannot be made, the provider will notify the local Department of Social Services of the possible service termination, and continue service for another 15 business days.

In cases where your service is terminated after the procedures identified above have been followed, your provider will make another attempt to contact you or another adult resident within 10 days after your service has been terminated. The service representative will try to determine whether alternative arrangements for service have been made and, if not, work with you to develop a plan that would restore service and arrange for payment on the bills you owe.

If you qualify for the elderly, blind or disabled protections, you should immediately notify your service provider so it can code your account with this information should it be needed in the future. This information will be kept in strict confidence.

Cold Weather Protections - November 1 to April 15

During the cold weather period of November 1 to April 15, your service provider must make a special effort to determine if termination of your heat-related service will cause a problem to the health and safety of you or members of your household.

To contact NYC Human Resources Administration, Department of Social Services please go to 311 Online or call the HRS Infoline at 1-718-557-1399 for more information on their services. . If you fall into any of the categories listed above, please contact the Managing Agent to ensure that you receive all the protections to which you are entitled.

Designation of Third Party for Receipt of Notices

You may designate a third party to receive all notifications relating to termination of your service or other credit actions, provided that the designated third party agrees in writing to receive such notices. Please notify the Managing Agent with the party's contact information and submit the written consent of the third party to receive copies of all such notifications. This is an especially valuable protection for consumers who are unable to fully understand company notices. Third-party designation can be very useful if you have a relative or friend you can rely on to help you. However, the third party is not responsible for paying your bills.

Deferred Payment Plans

Under HEFPA, Deferred Payment Agreements may be available under certain circumstances. In addition, you may be required, in certain circumstances, to provide a deposit in connection with your account.

If you have a financial problem that prevented you from paying previous bills, you can enter into a deferred payment agreement, which is a written agreement between you and the service provider that will allow you to pay the overdue amount in reasonable installments over a specified period of time. However, the service provider can refuse to offer you a payment agreement when it believes you can pay the amount you owe, and after its own investigation, the PSC also determines that you have the ability to pay what you owe.

While your provider may offer you specific payment agreement terms, you do not have to accept what it proposes. You can write your own payment terms. However, these terms must be based upon your ability to make payments on what you owe as well as full payments on your current bills. Your provider must accept any terms you propose which are fair and equitable, considering your financial circumstances; however, it can refuse any terms where you would be paying less than \$10 a month on what you owe. To help determine how much you can afford, you may be required to complete a financial statement and supporting documentation, all of which will be treated as confidential.

Should your financial situation change due to circumstances beyond your control, at your request, your provider will modify your agreement to make sure that the terms are reasonable.

Based on your financial circumstances, the agreement between you and your service provider may allow for any size down payment or no down payment at all. Unless you agree otherwise, down payments may be no more than 15% of the amount you owe, or the cost of one-half of your average monthly bill, whichever is greater.

If you fail to make timely payments on your payment agreement, your provider can cancel the agreement and take action to have your service terminated. At least eight days before it starts the process to have your service terminated, your provider must send you a reminder notice stating that you have not kept current in your agreement payments, and offer you an opportunity to make those payments current. If you can demonstrate that you are unable to make payments because your financial situation has changed due to circumstances beyond your control, you should notify your provider and arrange for new terms. However, if you have not made a payment nor negotiated a new payment agreement 20 days after the payment was due, your provider may demand full payment of the total outstanding charges and issue a final notice of termination.

You may contact the Managing Agent to discuss details of any of the plans mentioned above. We will make every effort to help you find a way to pay your bill.

Budget Billing

Level Billing

You have the right to request budget or levelized billing which divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid or you shall receive a

credit for any overpayment. Budget billing helps even out bills that are high in one season and low in another so that your energy charges stay much the same throughout the year. It does not reduce your overall energy expenses for the year, but it does help you manage your budget

Quarterly Billing Plan

There is a quarterly billing plan that can be entered into for older residents 62 years or older that will permit quarterly billing rather than monthly billing but the average annual billing does not exceed One Hundred Fifty Dollars (\$150.00).

MONTHLY BILLS

The monthly bills sent to the residents will provide in clear and understandable form the following information:

Name, address, and account number of the resident
Date of the previous reading and the present reading
Whether the reading was actual or estimated
Amount of energy used for the period
Total cost of the service
Amount of Sales Tax included in the bill
Date when the payment is to be made without penalty
The penalty charge for late payment (1.5% of the balance)
Credits from last billing and any previous amounts owing
Whether the bill is issued under a budget or levelized plan
An explanation of how or where the bill is to be paid

Methodology of Billing

By PSC law the maximum rate charged to an individual tenant, including any monthly administrative charge cannot exceed the rates and charges of the distribution utility for delivery and commodity, calculated in each billing period, In NYC this is the Con Edison Service Classification SC-1 for direct metered residential and religious service.

The Residents' kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, and then sales tax (currently 4.5%) will be added to arrive at the total cost.

The Con Edison Service Classification SC-1 rate is split in to two sets of charges. Supply Charges and Delivery charges. In each portion there is a combination of various items, including:

Supply Charges

- KWHR cost - Charge for the electricity supplied to you by Con Edison (Market Supply plus MAC monthly adjustment)
- Merchant Function Charge – Charge associated with procuring electricity, credit and collection related activities and noncollectable accounts
- GRT & other tax surcharges – Taxes on Con Edison gross receipts from the sale of utility services and other tax surcharges

Delivery Charges

- Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- KWHR Cost – Charges for maintaining the system through which Con Edison delivers electricity to you (Monthly delivery rates plus MSC monthly adjustments)
- Systems Benefit Charge ("SBC")/Renewable Portfolio Standard ("RPS") - The SBC/RPC fund NYS renewable energy, environmental and other related public policy programs
- • GRT & other tax surcharges – Taxes on Con Edison gross receipts from the sale of utility services and other tax surcharges

Sales Tax

- The sub total of Supply and Delivery Charges times the current New York State ("NYS") sales tax

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

Supply Charges		Delivery Charges	
		Basic Service Charge	\$0.0000 (D)
Energy Supply	$\$0.0000 \times \text{KWHR Usage(A)}$	Energy Delivery	$\$0.0000 \times \text{KWHR Usage(E)}$
Merchant Function Charge	$\$0.0000 \times \text{KWHR Usage(B)}$	SBC/RPC/RDM	$\$0.0000 \times \text{KWHR Usage(F)}$
GRT & other taxes	$\$0.0000 \times \text{KWHR Usage(C)}$	GRT & other taxes	$\$0.0000 \times \text{KWHR Usage(G)}$
Sub Total (1)	A + B + C	Sub Total (2)	D+E+F+G
		Sales Tax	Sub Total (1+2) x s.t.
		Amount Due	Sub Total (1+2) + Sales Tax

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10-Electricity."

Each billing period, Bay City Metering, as the Owner's electric billing company, will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.

Deposits

Deposits may be required on your account if:

- you are a seasonal or a short-term customer;
- you accumulate two consecutive months of arrears without making reasonable payment; or
- you have had electric service terminated, disconnected or suspended for nonpayment during the preceding six months.

Written notice must be given to you at least 20 days before a deposit is assessed and Management shall permit you to pay the deposit in installments over a period not to exceed 12 months.

Deposits will not be required or held if you are known to be a recipient of public assistance, supplemental security income, or additional State payments or are 62 years or older unless such you have had service terminated, disconnected or suspended for nonpayment of bills within the preceding six months.

Deposits shall be in a reasonable amount not greater than twice the average monthly bill except in cases of electric space heating, 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 Public Service Commission. 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.

Energy Conservation

The best way to keep your energy cost down is to be energy conscious. The websites shown have ideas and suggestions consumers can use to learn how to reduce energy usage and costs.

<http://www.baycitymetering.com/Conservation/conservation.htm>

<http://www.coned.com/customercentral/energysavingtips.asp>

<http://www.eere.energy.gov/topics/homes.html>

SPECIAL PROTECTIONS REGISTRATION FORM

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

ACCOUNT INFORMATION

(Be sure to complete before mailing) Name:

Address Apartment

Town/City Zip

Telephone# Daytime Evening

Account Number (as shown on bill)

I would like to be enrolled in Special Protections In my household (Check):

Unit Owner is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or 18 years of age or under

Unit Owner is blind (Legally or Medically)

Unit Owner has a permanent disability

Unit Owner/resident of my house has a Medical Hardship (type):

Unit Owner/resident of my house has a Life Support Hardship (type):

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 (to provide this is optional) is:

Please send me more information about:

Balanced Billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue 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
