

92ND & 3RD ASSOCIATES, LLC

June 25, 2015

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350

Re: Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

92nd and 3rd Associates, LLC (the “Owner”)¹ owns the above-referenced property (the “Building”). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the “Notice”) the 230 new residential rental units in this Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. (“Con Edison”).² The Building is under construction with an expected initial move-in date for tenants in May 2016.

As set forth in detail below, the Owner’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 Owner respectfully requests that the Public Service Commission (the “Commission”) approve the Notice.

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

SATEC, Inc.’s (“SATEC”) BFM 136 meters will be installed in the Building. The BFM 136 system received Commission approval for use in residential submetering applications on March 4, 2015.³

¹ See attached corporate documentation at Exhibit 1.

² The Building’s first seven floors include a private school (the Winward School) and a gym (Equinox).

³ Case No. 14-E-0203, *Petition of Satec, Inc., for Commission Approval of the BFM Electric Multi-Channel Meter*, Order Regarding SATEC BFM 136 Electric Meter (Mar. 4, 2015).

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

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period.

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

- Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- kWh Cost: This energy charge is broken down into separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).
- Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.
- Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- Sales Tax: The current New York State (“NYS”) sales tax.

The following is a nonexclusive 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:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
Subtotal		\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
New Subtotal		\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
New Subtotal YY.YY plus T.TT		\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

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.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.⁴

The Owner or its third-party 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.⁵

C. Plan for complying with the provisions of Home Energy Fair Practices Act (“HEFPA”):

The Building's HEFPA compliance plan is attached.⁶

D. Submetering Identification Form:

The Owner's completed Submetering Identification Form is attached.⁷

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

Since this is new construction, this provision is not applicable to the Building.

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

The Owner, by the undersigned, hereby 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.⁸

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

See attached a letter from the Owner notifying Con Edison that this Notice was filed, to which this Notice was attached.⁹

H. Documentation regarding refrigerators in all rental dwelling units:

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

⁴ See 16 NYCRR § 96.1 (i).

⁵ See 16 NYCRR § 96.6 (j).

⁶ See Exhibit 2.

⁷ See Exhibit 3.

⁸ See attached the lease rider at Exhibit 4.

⁹ See Exhibit 5.

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

The Building will have many energy-efficient features, including:

- High-efficiency hybrid heat pumps in apartments;
- Cogeneration;
- Heat wheel energy recovery on ventilation system;
- 95% efficient condensing boilers;
- 95% efficient condensing DHW heaters;
- NEMA premium efficiency and VFD-driven pumps and motors;
- Daylight harvesting residential lobby and amenity spaces;
- Common-area lighting controlled by occupancy sensors and timer switches;
- Energy-efficient residential apartment lighting;
- Energy-efficient common-area lighting;
- High-performance windows;
- Regenerative braking elevators; and
- ENERGY STAR® appliances, including:
 - Refrigerators by Kitchen Aid (Model: KBR519KTMS), Sub-Zero (Models: BI-36U/O or BI-42S/S), or Whirlpool (Model: WRT138TFYB).
 - Dish Washers by Kitchen Aid (Model: KUDS30FXPA), Miele (Model: G5975SCVi), or Whirlpool (Model: DU810SWPQ).
 - Clothes Washer by Bosch (Model: WAP24201UC).
 - Clothes Dryer by Bosch (Model: WTB86201UC).

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

Upon leasing, residents will be provided with certain energy-efficiency/conservation information.¹⁰

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

Since this is new construction, this provision is not applicable to the Building. Even if it were applicable to new construction, 16 NYCRR § 96.5 (k) is not applicable to the Building because, as explained below, 20% or more of the Building’s residents do not receive “income-based housing assistance,” a term undefined in the Commission’s Residential Electric Submetering regulations.

The Building contains 20% affordable units and qualifies for a 421-a real estate tax abatement¹¹ and tax exempt bond financing from the New York State Housing Finance Agency (“HFA”). All 230 apartments will be rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board.¹² The 20% of the Building that will be affordable units will have 8 apartments reserved for tenants earning

¹⁰ See Exhibit 6.

¹¹ See <http://www1.nyc.gov/site/hpd/developers/tax-incentives-421a.page>.

¹² See <http://www.nycrgb.org/html/resources/faq/421a-J51.html>.

no more than 40% Area Median Income or AMI and 39 apartments for tenants earning no more than 50% AMI. Eligible low-income tenants are *not* issued vouchers, such as Section 8 Housing Choice Vouchers, that have been considered in other Commission orders concerning submetering.¹³ Therefore, this provision is not applicable to the Building.¹⁴

L. Information if building is an electric heat property:

The Building is not an “electric heat property.”¹⁵ Residential heating will be provided by hybrid heat pumps that have water cooled DX coils and hot water coil bypass. The make and model number of the pumps to be used are not yet determined. Hybrid heat pumps are among the most energy efficient residential HVAC systems on the market. In the winter, they operate as a fan coil, blowing air over a hot water coil to provide space heating; the hot water is produced by the base building boiler. No electrically-powered compressor is involved. The energy-efficiency rating (“EER”) of these units is between 12-16.

M. Information if building is a conversion from direct metering:

Since the Building is new construction, this provision is not applicable to the Building.

N. Other information required by prior Commission Order:

This provision is not applicable to the Building.

In sum, the Owner’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 Owner respectfully requests that the Commission approve the Notice.

¹³ See e.g. Case 08-E-0838, *Petition of North Town Roosevelt, LLC, to Submeter Electricity at 510-580 Main Street, Roosevelt Island, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Reinstating Submetering Approval at North Town Roosevelt with Conditions (Oct. 28, 2011).

¹⁴ See Case 14-E-0104, *Notice of Intent of Durst Development LLC to Submeter Electricity at 625 West 57th Street, New York, New York, Located in the Service Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Sept. 29, 2014) (approving a notice of intent to submeter where the owner stated, like here, “that 16 NYCRR §96.5(k) is inapplicable because tenants in the income-based portion of the building will not receive direct subsidies from any assistance program.”).

¹⁵ 16 NYCRR § 96.1 (f).

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at (518) 701-2734 or jmcmanus@harrisbeach.com with any questions about this Notice.

Sincerely,

92nd and 3rd Associates, LLC

/s/ Bryan Cho

Signature

By: Bryan Cho, CEO

Name (printed), Title

92nd and 3rd Associates, LLC

Company Name

Enclosures

cc: John T. McManus, Esq. (*via email only*)

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	<u>Luke Falk</u>
Your Company/Organization:	<u>Related Companies</u>
Mailing Address:	<u>60 Columbus Circle, 19th Floor</u> <u>New York, New York 10023</u>
Company/Organization you represent, if different from above:	<u>92nd and 3rd Associates, LLC</u>
E-Mail Address:	<u>Luke.Falk@related.com</u>
Case/Matter # (if known)	<u>unknown</u>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <u>/s/ Luke Falk</u>	Date: <u>June 25, 2015</u>
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Please note that this form applies to this filing only.

To the extent possible, please file this form in .pdf format.

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE
SERVICE LIST & MAIL SERVICE LIST REQUEST FORM

If you wish to subscribe on-line, follow these instructions:

1. Go to this page on our website http://www.dps.ny.gov/DMM_Registration.html
2. Use the link on the page to Create an Account now
3. After the account is created, use the link on the page to Login with your NYS DPS Account
4. Once you are logged in, use the links to "subscribe to a case"

Note: Once you are registered, and wish to add/change subscriptions, go to PSC homepage <http://www.dps.ny.gov>, and click on "Login" in lower left of page.

I wish to be placed on the Service List for Case Number:

Not yet assigned

Case Title (short reference sufficient):

Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128, Located in the Territory of Consolidated Edison Company of New York, Inc.

Name:	<u>John T. McManus</u>
Title:	<u>Attorney</u>
Company/Organization Name, If applicable:	<u>Harris Beach PLLC</u>
Representing Company/Organization/District, if applicable:	<u>92nd and 3rd Associates, LLC</u>
Representing Self:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mailing Address:	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
Telephone Number:	<u>518-701-2734</u>
E-mail Address:	<u>jmcmanus@harrisbeach.com</u>
Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please specify the e-mail to be used:	_____

SERVICE OF DOCUMENTS:

- By providing your e-mail address, you are consenting to receive documents by e-mail only and you will be sent the issued document(s) immediately by e-mail and you will not receive paper copies. Please e-mail this form to secretary@dps.ny.gov
- See below for provisions for those who cannot accept e-mail service

I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>/s/ John T. McManus</u>	Date: <u>06/25/15</u>

- If you are requesting mail service only, please mail this form to the Secretary, NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350.

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE
SERVICE LIST & MAIL SERVICE LIST REQUEST FORM

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1. Go to this page on our website http://www.dps.ny.gov/DMM_Registration.html
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4. Once you are logged in, use the links to "subscribe to a case"

Note: Once you are registered, and wish to add/change subscriptions, go to PSC homepage <http://www.dps.ny.gov>, and click on "Login" in lower left of page.

I wish to be placed on the Service List for Case Number:

Not yet assigned

Case Title (short reference sufficient):

Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128, Located in the Territory of Consolidated Edison Company of New York, Inc.

Name:	<u>James M. Cunningham II</u>
Title:	<u>Attorney</u>
Company/Organization Name, If applicable:	<u>Harris Beach PLLC</u>
Representing Company/Organization/District, if applicable:	<u>92nd and 3rd Associates, LLC</u>
Representing Self:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mailing Address:	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
Telephone Number:	<u>518-701-2720</u>
E-mail Address:	<u>jcunningham@harrisbeach.com</u>
Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please specify the e-mail to be used:	_____

SERVICE OF DOCUMENTS:

- By providing your e-mail address, you are consenting to receive documents by e-mail only and you will be sent the issued document(s) immediately by e-mail and you will not receive paper copies. Please e-mail this form to secretary@dps.ny.gov
- See below for provisions for those who cannot accept e-mail service

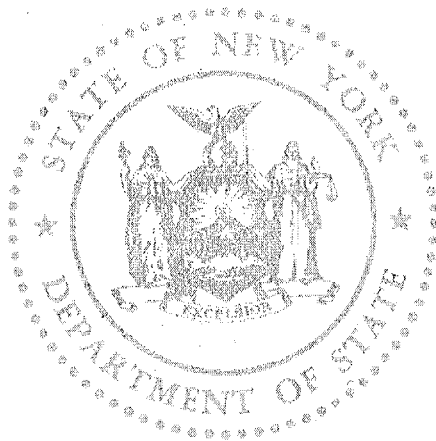
I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>/s/ James M. Cunningham II</u>	Date: <u>06/25/15</u>

- If you are requesting mail service only, please mail this form to the Secretary, NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350.

EXHIBIT 1

State of New York
Department of State } **ss:**

I hereby certify, that 92ND AND 3RD ASSOCIATES, L.L.C. a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 06/06/2013. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 28th day of October two
thousand and fourteen.*

Anthony Scardino

Executive Deputy Secretary of State

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 [], in Case []: Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128, Located in the Territory of Consolidated Edison Company of New York, Inc. (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 at 205 E. 92nd Street, New York, New York 10128, is a submetered facility. 92nd and 3rd Associates, LLC (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions or complaints concerning your electricity bill, please contact the Owner through the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist. The Owner 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 or (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 (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this 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 Owner and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (*see* P.S.C.

No. 10 – Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. 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. If you can demonstrate to the Owner a financial need, the Owner 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 Owner 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 someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.

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

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

You can also designate a third party as an additional contact to receive notices of past due balances. 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 the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

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 qualify for any special protection described on the form. You may return the completed form to the Owner.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

Management Office
205 E. 92nd Street
New York, New York 10128
Attn: Resident Services Specialist

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 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 under 18 years of age.
- Unit occupant is blind (Legally or Medically)
- Unit occupant has a permanent disability
- 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:

- Balanced billing

To Be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Designee Signature

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Owner and/or its third-party billing company (individually or collectively, the “Owner”) shall process the master invoice received from the utility (Consolidated Edison Company of New York, Inc.) and/or energy services company 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, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. Payment is due within five (5) days of the first of each month. Late charges may be applied if payment is not received within twenty (20) days of the date payment is due.

Step 3: Identify Past Due Accounts

After the due date of the submetered utility bill, the Owner will review and identify all past due utility accounts. The Owner may contact each resident with a past due utility account by phone, mail, or in-person. Eligible residents will be offered the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such eligible resident: *Deferred Billing Agreement Option Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner 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:

- 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, the Owner 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 Owner 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 Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner 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 Owner 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 Owner 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 Owner will 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 Owner within this time period regarding an inability to pay, the Owner 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.
 - If the resident is able to demonstrate a significant change in his/her financial status, the Owner will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, the Owner 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 Owner should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Owner does not receive payment or enter into a Revised Deferred Payment Agreement, the Owner may send the resident a *Demand for Full Payment* and a *Final Termination Notice* along with copies of the *Notification of Rights and Procedures* and *Special Protections Form*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event the Owner 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 Form*. Additionally, the Owner will send two executed *Deferred Payment Agreements* at this time. Since the resident did not participate in a negotiation, the Owner may insert a reasonable amount for monthly payment.

Step 7: Review for Special Protections

On or about the date that a *Final Termination Notice* is sent to a resident, the Owner will review the status of the resident to determine if he or she qualifies for special protections under HEFPA. If the resident so qualifies, additional steps must be undertaken before the Owner 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 Owner has followed these procedures, the Owner may terminate such resident's electricity service. If special protections apply, the Owner may have to take additional steps before service may be terminated and may not be allowed to terminate service in some circumstances.

The Owner should advise residents that bills and notices can be prepared in both English and another language, if a resident desires.

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, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at (212) 319-1200 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 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 your signature and return to the Management Office at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist, 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: _____

Apt #: _____ **Date:** _____

OR

NO,

I would not like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature: : _____

Apt #: _____ **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:

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 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 deposit.

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

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 landlord in the calculations of this worksheet are correct and accurate.

C. DEFERRED PAYMENT AGREEMENT

Resident: _____

Address: _____

Account No.: _____

The total amount owed to 92nd and 3rd Associates, LLC (the "Owner") 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 Owner 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.** You will 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 Owner 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 Owner 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 Owner through the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$ XX.XX (in addition to your current electricity charges). The monthly amount is due on the same date that payment for your most current bill is due.

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 this process.

Yes! I would like Budget Billing:

Acceptance of Residential Payment Agreement:

This agreement has been accepted by the Owner. If you and the Owner 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 Owner. If this is not done, your electricity service may be terminated.

Resident

Date

92nd and 3rd Associates, LLC

Date

D. PAST DUE REMINDER NOTICE

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 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 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 92nd and 3rd Associates, LLC (the “Owner”) through the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist, 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 Owner 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, 92nd and 3rd Associates, LLC (the “Owner”) 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 Owner through the Management Office by telephone at (212) 319-1200, because a new payment agreement may be available.

Assistance to pay utility bills may be available to certain eligible residents from your local social services office, which is the Department of Human Resources Administration (“DHRA”). DHRA can be reached by telephone at (800) 692-0557, or by visiting its Manhattan office at 122 East 124th Street, New York, New York 10035.

Before DHRA will provide assistance, a customer must generally provide the Owner 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 Owner with this information, please contact the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist.

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S
INABILITY TO PAY**

Management Office
205 E. 92nd Street
New York, New York 10128
Attn: Resident Services Specialist

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, 92nd and 3rd Associates, LLC (the "Owner") agrees to provide services 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 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 or the premises' last 12 months of actual consumption.

The Plan shall be subject to regular review for conformity with actual billing. The Owner 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.

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe the Owner 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 and agree to the terms of the Plan.

Acceptance of Agreement:

Resident	Date
92nd and 3rd Associates, LLC	Date

Return one signed copy to the Owner through the Management Office by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____
Address: _____
Account No.: _____

Under this plan, 92nd and 3rd Associates, LLC (the “Owner”) 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 would like Quarterly Billing.

Acceptance of Agreement:

_____	_____
Resident	Date

92nd and 3rd Associates, LLC	Date

Return one signed copy to the Owner through the Management Office by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist, by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE DATED:

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 92nd and 3rd Associates, LLC through the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist. 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,

92nd and 3rd Associates, LLC

FINAL TERMINATION NOTICE DATED:

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 92nd and 3rd Associates, LLC (the "Owner") through the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, New York 10128, Attn: Resident Services Specialist, 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 Owner. Further, please contact the Owner 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,

92nd and 3rd Associates, LLC

Enclosures
Notification of Rights and Procedures
Special Protections Form

EXHIBIT 3



**New York State Public Service Commission
Office of Consumer Services**



Submetering Identification Form

Name of Entity: 92nd and 3rd Associates, LLC			Corporate Address: Related Companies, 60 Columbus Circle, 19th Floor		
City: New York	State: NY	Zip: 10023	Web Site: www.related.com		
Phone: (212) 801-1000			Utility Account Number: N/A*		
Chief Executive: Bryan Cho			Account Holder Name: N/A*		
Phone: (212) 801-1000			E-mail: N/A*		
DPS Case Number: N/A*			*N/A indicates "unknown at this time."		

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Leslie Torres			Name: Charlotte Matthews		
Phone: (212) 801-3463			Phone: (212) 801-1000		
Fax: NA			Fax: (212) 801-1036		
E-mail: Leslie.torres@related.com			E-mail: Charlotte.Matthews@related.com		
Address: 423 W. 55th Street			Address: 60 Columbus Circle		
City: New York	State: NY	Zip: 10019	City: New York	State: NY	Zip: 10023

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: submeteringcomplaint@related.com

Name of Property: 205 E. 92nd Street			Address: 205 E. 92nd Street		
City: New York	State: NY	Zip: 10128			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens _ Disabled _			Total # of Units 230		
Rent Stabilized 230	# Rent Controlled 0	# Rent-Regulated 230	# Market Rate 183		
Rental: Y/N Yes		Condo: Y/N No	Co-Op: Y/N No		
# Low Income 47	# Section 8 0	# Landlord Assist Program 0	# Other		
Submeter / Billing Agent: To be determined.			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

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. 8/12/13)

Changes in contact information should be submitted within 5 days of any personnel change.

EXHIBIT 4

Rider to Lease: Submetering

205 E. 92nd Street, New York, NY 10128

1. The Tenant acknowledges that while Consolidated Edison Company of New York, Inc. (“Con Edison”) or another local utility, and/or energy services company, and/or distributed energy resource(s) (individually or collectively, the “distribution utility”) will be the provider of electricity to this building (the “Building”) and that the Owner will be paying the charges for such electricity directly to the distribution utility (or its successor or successors), the Tenant will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate submetered charge that will be billed to the Tenant by the Owner or its third-party billing company on a monthly basis. The Tenant also acknowledges that, on [], in Case [] – Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128, Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (“PSC”) approved the Owner to submeter electricity to the Building’s residential tenants. In the event of non-payment of electric charges, the Owner shall afford the Tenant 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.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Tenant’s kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

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

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

Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”): This is an additional charge per kWh.

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

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current New York State (“NYS”) sales tax.

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

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

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.”

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

The Owner or its third-party billing company will read the meters and process a bill based on the Tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Tenant has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at (212) 319-1200 or by mail at 205 E. 92nd Street, New York, NY 10128, Attn: Resident Service Specialist. The Owner, through the Resident Service Specialist, shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. If the Tenant and the Owner cannot reach an equitable agreement and the Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the PSC through the Department of Public Service. Alternatively, the Tenant 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, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. The Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, (212) 417-2234, (800) 342-3377, www.dps.ny.gov. The Tenant may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Tenant may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Tenant has difficulty paying the electric bill, you may contact the Owner 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 the Tenant can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. 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 someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
 - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Tenant and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Tenant is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Tenant may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Tenant also has certain additional rights assured by HEFPA.

12. Any submetering refunds will be credited to a submetered Tenant affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Tenant.
13. The Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. The Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the Owner's judgment for as long as may be reasonably required by reason thereof and the Owner shall not incur any liability for any damage or loss sustained by the Tenant or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Tenant or any other occupant for any loss, damage, cost, or expense that the Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Tenant's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner or its third-party billing company fails to deliver a bill to the Tenant for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair the Owner's right to subsequently deliver or cause its third-party billing company to deliver such a bill to the Tenant, nor shall any such failure relieve or excuse the Tenant from having to pay such bill, except as may otherwise be provided by applicable law.
16. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF THE TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE OWNER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

Tenant

Owner

Date

Date

EXHIBIT 5

92ND & 3RD ASSOCIATES, LLC

June 25, 2015

Mr. Matthew Glasser
Acting General Manager, Central Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

Re: Notice of Intent to Submeter Electricity at 205 E. 92nd Street, New York, New York 10128

Dear Mr. Glasser:

Please be advised that on June 25, 2015, 92nd and 3rd Associates, LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

92ND AND 3RD ASSOCIATES, LLC

/s/ Bryan Cho

Signature

By: Bryan Cho, CEO

Name (printed), Title

92nd and 3rd Associates, LLC

Company Name

cc: John T McManus, Esq. (*via electronic mail*)
Kerri Ann Kirschbaum, Esq., Senior Staff Attorney (*via electronic mail*)
Consolidated Edison Company of New York, Inc.

EXHIBIT 6

RELATED'S COMMITMENT TO GREEN LIVING

Our Commitment to Green Operations

- Related maintains the building's common areas with cleaning products certified to be environmentally preferable by Design for Environment or Green Seal.
- When renovating common areas we select low-VOC paints, carpeting and adhesives and look for natural and environmentally preferable furnishings.
- We invest in building manager training, regular building system maintenance and re-commissioning, and energy and water efficiency upgrades to support optimal building performance.
- We monitor the building's water usage regularly to identify and fix leaks promptly.
- We use Integrated Pest Management practices, which prioritize chemical-free pest prevention and environmentally preferable treatments.

Our Commitment to Sustainable Development

- In 2008, Related committed to achieving a LEED Silver rating or better for all new eligible developments. To learn more about Related's LEED buildings, [click here](#).



R-EarthSM

Related created R-Earth to encapsulate our commitment to sustainability and green initiatives.

Whenever you see the R-Earth symbol you can be assured that the program we're presenting meets Related's stringent environmental standards. [Learn more](#).



Building Recycling

In addition to glass, cans, plastic and paper, your building collects fluorescent lamps, batteries and clothing for recycling. Contact your building staff to learn where these materials are collected in your building.



Dry Cleaning & Housekeeping

To be a "preferred" vendor at a Related property, each valet must meet our current environmental performance standards and demonstrate progress toward "reach" goals we've set for the future. Review our [environmental performance standards](#) for preferred valet vendors.



Partnerships

Related partners with companies we deem to be eco-conscious, like Zipcar®, to provide residents with special access to their products and services. View our list of partners on Resident Circle under LifeStyle/ Services.



Related Personal Assistant

The Related Personal Assistant can help with restaurant reservations, service bookings and a host of other concierge-type functions. The Related Personal Assistant is well versed on the sustainable lifestyle and can make recommendations on anything from organic restaurants to eco-friendly travel.

Related Personal Assistant not available at all properties



Events

From the invitation printing to the biodegradable or reusable dishware provided, Related considers environmental sustainability with every event we host. Read our [green event guidelines](#).



Communications

For resident convenience and environmental impact, Related has been steadily moving its marketing, management and resident communications off the printed page. However, when a situation calls for a printed piece, we use recycled content paper and vegetable-based inks whenever possible. Review our complete [green printing guidelines](#).



Have a Question or Suggestion?

Contact your resident service specialist or visit them in the Resident Service Center.

TIPS FOR A GREENER LIFESTYLE

Click on the icons for suggested resources.

REDUCE & REUSE

Find the closest location to **RECYCLE** unusual items the building does not collect.



Use **REFILLABLE BOTTLES** that are BPA free.



Bring your own **REUSABLE BAG** for groceries.



Stop receiving **UNSOLICITED MAIL** by registering your preferences with the DMA. Do the same with [credit card offers](#) too!



SHOPPING

Find the city's **GREEN MARKETS** and their upcoming events in your city: [CA](#) | [IL](#) | [MA](#) | [NY](#)



Sign up for farm-fresh **PRODUCE DELIVERY** to your door. [CA](#) | [IL](#) | [MA](#) | [NY](#)



Consider **SHOPPING** for enviro-friendly items.



See if your favorite **RESTAURANTS** are members of the Green Restaurant Association.



CLEANING

Use natural **AIR FRESHENERS**. Boil cloves or any herbs you prefer.



Exchange paper towels for **MICROFIBER TOWELS** made for cleaning glass, granite, stainless steel & wood.



Use a green **DRY CLEANER** that avoids toxic solvents.



Use green **CLEANING PRODUCTS** that get their power from plant-based ingredients.



ENERGY

Set your **REFRIGERATOR** between 37° - 40° F; it's the biggest energy consumer in most houses.



Turn off your computer, printer, cable box, and other **DEVICES** when not in use. All the heat generated is wasted energy. [Click](#) for more energy saving tips.



If possible, set your **THERMOSTAT** to 68° F during the day. Each degree above increases energy use by 3%.



Install CFL or LED in all lamps and lighting fixtures. They last 10x as long as standard bulbs, use 1/4 the energy and produce 90% less heat. [Click](#) for more energy saving tips.



DID YOU KNOW

As little as 10% of plastic bottles are recycled each year. The rest end up in landfills or in our oceans. (NYCHA)

On average, US food travels 1,500 miles from the farm to your home, and about 40% of fruit and 9% of meat come from foreign locations. (sustainabletable.org)

You can make your own natural cleaning products. Vinegar, baking soda & warm water can clean almost anything. (thedailygreen.com)

An average of 40% of electricity used to power home electronics is consumed while the products are turned off but still plugged in. (nyc.gov)