

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:	ROBERT FRIESS
Your Company/Organization:	RA Engineering PC
Mailing Address:	259 Mineola Blvd Mineola NY 11501
Company/Organization you represent, if different from above:	327 Central Park West Condo minivm
E-Mail Address:	RAFRIESS@MSK.COM
Case/Matter # (if known)	N/A

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:

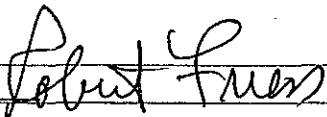
A:

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: 	Date: 12/8/16
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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.

RA ENGINEERING, PC

259 Mineola Blvd, Suite 204

Mineola, New York 11501

Tel (516)-741-2732 Fax (516)-741-4798

December 8 , 2016

State of New York

Department of Public Service

3 Empire Plaza

Albany, New York 12223

Attention: Ms. Elizabeth Burgess
Secretary to the Commission

Reference: Notice to Sub-meter for
327 Central Park West
New York, New York 10025

Dear Ms. Burgess,

As required by Part 96.3 of the New York State Public Service Law, we have prepared this Notice to utilize sub-metering for 327 Central Park West. The project consists of one building, which has been sub-metered in the past commencing on or about 1/1/2010. The building is master metered, and in 2008 the building received Con Edison approval for an electrical upgrade which included electrical sub-metering. At that time the building was not aware that it needed to apply to the NYS PSC for approval to sub-meter. The present electric meters were manufactured by **OSC Intellimeter**. There are 45 OSC Intellimeter A/B meters in operation. The A/B meter allows one meter to measure usage for two apartments. Now the building wants to

replace the OSC Intellimeter system with a PSC-approved system. As part of the building's electric upgrade in 2008, unit owners and tenants approved the electrical upgrade and conversion to sub-metering. All sponsor and unit owner rental leases state that each tenant is responsible for the electric charges generated by the electrical sub-metering system. The current system meters 85 residential units and 2 commercial units. There are 16 sponsor owned apartments, of which 14 are rent stabilized and two are rent controlled. In addition, fifteen apartments are market rate rentals.

The ownership of the building is as follows (*see legal documents at attachment 2*):

327 Central Park West Condominium

327 Central Park West

New York, New York 10025

The Corporation will retain AMPS-ELEMCO, Inc. (a sub-metering company) or similar contractor to perform meter readings and billing services, including the preparation of monthly bills for the apartments. The replacement sub-metering system will be installed by the Corporation.

The building submits the following as per Paragraph 96.5 for this project:

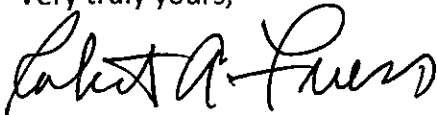
1. The building contains 85 apartments and 2 commercial units. The 16 sponsor owned units include 14 rent stabilized units and two rent controlled units. In addition, there are 15 units that rent at market rates. The building has been sub-metered since 2010. The present sub-metering system is an **OSC Intellimeter A/B** metering system.
2. The economic advantage of sub-metering will allow unit owners and tenants to better control their electricity usage and conserve energy, thereby reducing their electric costs. All apartments will be billed at the bulk rate paid by the Corporation.
3. The sub-meters to be installed will be one of the following PSC-approved systems: **Intech21 PM2104, Satec indoor Multi-Family (BFM-136), Quadlogic Mini-Closet (Indoor Multifamily) or Levitan Mini-meters (Indoor Multifamily).**
4. All apartments will be billed at the bulk rate paid by the Corporation to Con Edison. In no case shall an apartment be billed at a rate that exceeds Con Edison's New York SC-1 Rate.
5. The resolution of complaints involving electric service will be handled as follows:
 - a. The Unit Owner/Tenant shall first present a written complaint to the managing agent, which may be in letter format, including the action or relief requested.
 - b. The managing agent will investigate and respond to the complainant in writing within ten days of receipt of the complaint.

- c. The managing agent will utilize the sub-meter reading company to assist in the investigation of the complaint.
 - d. The complainant shall be advised of the disposition of the complaint and the reason therefore.
 - e. If the complainant is dissatisfied with the managing agent's response, he or she may request a review of said determination by filling a written protest within fourteen days from the date of the response to the managing agent.
 - f. The PSC may be contacted at any time by the complainant. The contact information for the PSC is identified in the 327 Central Park West HEFPA Plan.
(See Attachment 1.)
6. The Unit Owners/Tenants have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Services Commission. All Unit Owners/Tenants shall be advised of their rights under the Home Energy Fair Practices Act. *(Attachment 1)*
7. The Corporation will inform every Unit Owner/Tenant that the apartments are being sub-metered, and that the Unit Owner/Tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the Unit Owner/Tenant notification shall specify the following:
 - a. Complaint Procedures
 - b. Unit Owner/Tenant Protections
 - c. Enforcement Actions
8. The billing process will be performed by AMPS-ELEMCO, Inc. or a similar firm under contract to the Management Company. Each Unit Owner/Tenant shall receive a monthly invoice which will include the following:
 - a. The start date of the billing cycle
 - b. The meter reading on the start date
 - c. The end date of the billing cycle
 - d. The meter reading for the end date
 - e. The total KwHs consumed during the billing period
 - f. The total charges for the billing period
 - g. The name and phone number to contact should there be any questions
 - h. An account number for each Unit Owner/Tenant
9. All meter reading data and billing calculations will be documented and maintained for a six (6) year period for each unit.
10. There is no rent or maintenance reduction for this building. All units have been sub-metered for seven years. All Unit Owners/Tenants will be billed at the bulk rate paid by the Corporation. Sub-metering was originally approved with the understanding that all electrical cost savings were (and will continue) to be passed on in their entirety (*at 100%*) to the Unit Owners/Tenants.

11. The building does not utilize electric heat. The building is heated by a central boiler system (*a two pipe, steam system*).
12. All refrigerators in the 31 rental units are less than 10 years old. This information is based upon an apartment survey completed in November, 2016.
13. The sub-meters for each apartment are to be located in the basement of the building. At this location, there is a circuit breaker for each apartment allowing for the termination of power to each individual apartment.
14. None of the rental apartments receive income-based housing assistance.
15. Corporate ownership papers are included as Attachment 2.
16. The required **Sub-Meter Identification Form** is included as Attachment 4.
17. The Meter Test Plan for the proposed new sub-metering system is included as Attachment 5.
18. The results of the 2016 Meter Testing Program are included as Attachment 6.
19. The HEFPA Plan for 327 Central Park West is included as Attachment 1.
20. The Unit Owner/Tenant Energy Efficiency Plan is included as Attachment 3.

Questions regarding the application should be directed to Mr. Robert A. Friess at 516-741-2732 (Office) or 516-807-8606 (Cell).

Very truly yours,

A handwritten signature in black ink that reads "Robert A. Friess". The signature is written in a cursive, flowing style.

Robert A. Friess, P.E.

President

ATTACHMENT 1

HEFPA PLAN

327 CENTAL PARK WEST CONDOMINIUM

HEFPA IMPLEMENTATION PLAN

327 CENTRAL PARK WEST CONDOMINIUM

327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025

1. Deferred Payment Agreement Package
2. Budget Billing Agreement
3. Late Payment Procedures
4. Complaint Resolution Plan
5. Termination of Electric Service Plan
6. Disclosure Statement

**1. Deferred Payment Agreement
Package**

- A. Deferred Payment Agreement
- B. Asset Evaluation Form
- C. Past Due Reminder Notice

Residential Deferred Payment Agreement

Customer's

Name: _____

Address: _____

Account #: _____

The total amount owed to 327 CENTRAL PARK WEST CONDOMINIUM for this account as of MM/DD/ YYYY is \$XX.XX.

327 CENTRAL PARK WEST CONDOMINIUM 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 the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from you 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, 327 CENTRAL PARK WEST CONDOMINIUM may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, 327 CENTRAL PARK WEST CONDOMINIUM seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please call the 327 CENTRAL PARK WEST CONDOMINIUM Management Office C/O Orsid Realty Corp. at 212-484-3788.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

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

Yes! I would like Budget Billing

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

This agreement has been accepted by 327 CENTRAL PARK WEST CONDOMINIUM. If you and 327 CENTRAL PARK WEST CONDOMINIUM cannot negotiate a payment agreement, or if you need further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned your contract may be terminated and 327 CENTRAL PARK WEST CONDOMINIUM may pursue suspension of your electric service.

Please return the completed document to 327 CENTRAL PARK WEST CONDOMINIUM, 327 CENTRAL PARK WEST, NEW YORK, NEW YORK 10025, Attn. Board of Managers, or to Orsid Realty Corp. 1740 Broadway, 2nd Floor, Attn: Ben Shuman, New York, New York 10019.

CONFIDENTIAL

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. What is your monthly mortgage or rent payment? _____
7. List other assets (i.e., Stocks and Bonds):

8. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

HEFPA IMPLEMENTATION PLAN

9. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit
card payments \$ _____
- Other \$ _____

SPECIAL PROTECTIONS
REGISTRATION FORM

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

327 CENTRAL PARK WEST CONDOMINIUM

Attn: Board of Managers
327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

_____ Apartment

_____ Zip

_____ Evening

Account Number (as shown on bill)

I would like to be considered for 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 under 18 years of age
- 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):

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 (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

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YYYY, you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX, in addition to your current charges, in order to avoid 327 CENTRAL PARK WEST CONDOMINIUM exercising its right to terminate your electric service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 718-454-6700 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to 327 CENTRAL PARK WEST CONDOMINIUM for this account as of MM/DD/YYYY is \$XX.XX.

327 CENTRAL PARK WEST CONDOMINIUM
327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

Customer’s Name: _____
Address: _____
Account #: _____

Under this Plan, 327 CENTRAL PARK WEST CONDOMINIUM is to provide services in return for your agreement to make payments per the terms of this Plan.

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

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption, by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kWh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. 327 CENTRAL PARK WEST CONDOMINIUM reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. 327 CENTRAL PARK WEST CONDOMINIUM reserves the right to recalculate your budget billing account monthly.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also 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, 327 CENTRAL PARK WEST CONDOMINIUM reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

In the last month of the Plan, 327 CENTRAL PARK WEST CONDOMINIUM will true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe 327 CENTRAL PARK WEST CONDOMINIUM a sum of money due to the true up, you will be billed for the amount due. If you have been over-billed, you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing

Acceptance of Agreement

Customer's Signature: _____
Date: _____

**Return one signed copy to the 327 CENTRAL PARK WEST CONDOMINIUM
Management Office, 327 CENTRAL PARK WEST, NEW YORK, NEW YORK
10025 or to Orsid Realty Corp., 1740 Broadway, Floor 2, New York, New York
10019, Attn.: Ben Shuman, by MM/DD/YYYY.**

HEFPA Quarterly Billing Plans (“Plan”)

Customer’s Name: _____

Premise Address: _____

Account Number: _____

Under this plan, 327 CENTRAL PARK WEST CONDOMINIUM agrees to provide services in return for your agreement to make payments per the terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer’s bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, 327 CENTRAL PARK WEST CONDOMINIUM reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan.

Yes! I would like Quarterly Billing:

Customer’s Signature: _____

Date: _____

Return one signed copy to the 327 CENTRAL PARK WEST CONDOMINIUM Management Office, 327 CENTRAL PARK WEST, Attn: Board of Managers, NEW YORK, NEW YORK 10025 or Orsid Realty Corp., 1740 Broadway, Floor 2, Attn: Ben Shuman, New York, New York 10019 by MM/DD/YY.

3. Late Payment Procedure

Late Payment Procedures

327 CENTRAL PARK WEST CONDOMINIUM reserves the right to charge a late payment fee. The late payment fee shall be consistent with the 327 CENTRAL PARK WEST CONDOMINIUM policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Tenants. The invoice to each Tenant will provide the following:

1. The amount billed
2. Late payment charge, if applicable, for past unpaid bills
3. Due date for payment after which a late payment charge will be applicable

Any charges for late payments will not be imposed for a minimum of 30 days beyond a bill payment date.

If 30 days have passed since a bill payment was due and the Tenant has not paid the bill, 327 CENTRAL PARK WEST CONDOMINIUM may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before 327 CENTRAL PARK WEST CONDOMINIUM or the Public Service Commission.

4. Complaint Resolution Plan

Complaint Resolution Plan

Regarding the resolution of complaints involving electric service, the Tenant shall first present to the managing agent or representative, a complaint which may be in letter form or telephone call, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing within ten days of the receipt of the complaint. The managing agent intends to utilize the submetering company and/or its submetering consultant, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or representative's response, he or she may request a review of said determination by filing a written or verbal protest within fourteen days from the date of the response to the managing agent or representative. No particular form of protest is required.

The complainant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1 (800) 342-3377, access their website at www.dps.state.ny.us and file a complaint. The website can be accessed for any information on HEFPA.

RIGHTS AND COMPLAINT PROCEDURE

As a Tenant customer for electricity you have certain rights assured by The Home Energy Fair Practices Act (HEFPA).

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 212-484-3788. If you have an electrical emergency, please call the Front Desk at 212-663-4210. If you would like to contact us by mail, please write to us at 327 CENTRAL PARK WEST CONDOMINIUM, in care of Orsid Realty Corp., 1740 Broadway, Floor 2, Attn: Ben Shuman, New York, New York 10019. Your satisfaction is important to us, therefore, if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, you must first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested of AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-761-8557. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning a sub-meter malfunction, management will arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response, he/she may

HEFPA IMPLEMENTATION PLAN

request a review of said determination by filing a written or verbal protest within fourteen (14) days from the date of the response to the managing agent or representative.

No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1(800) 342-3377 and file a complaint.

The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing 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. Your meter is read because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill please contact AMPS-ELEMCO, Inc. by telephone or by letter in order to make a deferred payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill.

Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of

the protections you are eligible for, please contact AMPS-ELEMCO, Inc. and identify yourself.

If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement.

Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

Medical Hardship. You must provide a medical certificate from your doctor or local Board of Health.

Life Support Equipment. If you have life support equipment and medical certificate.

If you or a member of your immediate family is hospitalized you may receive a thirty-day extension.

While we are working with you to develop a payment agreement or while you are trying to obtain financial assistance, we will not shut off services for a period of fifteen (15) days. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself.

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious

HEFPA IMPLEMENTATION PLAN

health or safety threat or receive a notice of payment from a Social Service Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to AMPS-ELEMCO, Inc. 1324 Motor Parkway, Hauppauge, New York 11749, Attn: 327 CENTRAL PARK WEST CONDOMINIUM Account

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled to. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act Plan is available for your review at 327 CENTRAL PARK WEST CONDOMINIUM's Management Office in care of Orsid Realty, 1740 Broadway, Floor 2, New York, New York, 10019, Attn: Ben Shuman.

The Condominium shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

5. Termination of Electric Service Plan

- A. Termination Plan
- B. Final Termination Notice
- C. Final Suspension Notice

Termination Plan

- (a) 327 CENTRAL PARK WEST CONDOMINIUM may terminate service for a Tenant provided by HEFPA, if the Tenant:
- (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Tenant or excusable utility delays; and provided further, that 327 CENTRAL PARK WEST CONDOMINIUM shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Tenant's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
- (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of 327 CENTRAL PARK WEST CONDOMINIUM that the Tenant may contact in reference to his account;
 - (4) the availability of 327 CENTRAL PARK WEST CONDOMINIUM procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.
- The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:
- “THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 327 CENTRAL PARK WEST CONDOMINIUM WHEN PAYING THIS BILL.”
- (c) Notice of termination – time.
- (1) 327 CENTRAL PARK WEST CONDOMINIUM shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant; or
 - (ii) has been mailed to the Tenant at the premises where service is rendered.

- (d) Termination of service – time. 327 CENTRAL PARK WEST CONDOMINIUM, complying with the conditions set forth in this section may terminate service to a Tenant for nonpayment of bills only between the hours of 8 a.m. and 4 p.m., Monday through Thursday, provided such day or the following day is not:
- (1) a public holiday, as defined in the General Construction Law; or
 - (2) a day on which the main business office of 327 CENTRAL PARK WEST CONDOMINIUM is closed for business. 327 CENTRAL PARK WEST CONDOMINIUM shall not terminate service to any Tenant for nonpayment of bills during a two-week period encompassing Christmas and New Year’s Day.

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YY you signed a Residential Deferred Payment Agreement (DPA) which obligated you to make a down payment of \$XX.XX by MM/DD/YY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us. In addition, we may also pursue termination of delivery service to your account.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact the Management Office at 212-484-3788 because a new payment agreement may be available. 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 327 CENTRAL PARK WEST CONDOMINIUM for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Customer's Name: _____
Address: _____
Account #: _____

Dear (unit owner/tenant's name):

Your account is now 90 days overdue. Please make payment or we shall institute termination of your electric service.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID INITIATION OF TERMINATION OF YOUR ELECTRIC SERVICES.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the Management Office at 212-484-3788. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

327 CENTRAL PARK WEST CONDOMINIUM
327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

327 CENTRAL PARK WEST CONDOMINIUM
327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025
212-663-4210

Customer's Name: _____

Address: _____

City, State, Zip: _____

Account No. _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

FINAL TERMINATION NOTICE

_____ Date

Customer's Name: _____
Address: _____
Account #: _____

Dear (Customer's name):

By letter, dated MM/DD/YYYY, 327 CENTRAL PARK WEST CONDOMINIUM notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YYYY would result in 327 CENTRAL PARK WEST CONDOMINIUM terminating your service. Our records indicated 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 due, you may call or write 327 CENTRAL PARK WEST CONDOMINIUM, C/O Orsid Realty Corp., 1740 Broadway, Floor 2, Attn: Ben Shuman, New York, New York 10019, 212-484-3788, or you may contact the Public Service Commission at 1(800)342-3388.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 327 CENTRAL PARK WEST CONDOMINIUM WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 212-484-3788. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

327 CENTRAL PARK WEST CONDOMINIUM
327 CENTRAL PARK WEST
NEW YORK, NEW YORK 10025

6. Disclosure Statement

Disclosure Statement

327 CENTRAL PARK WEST CONDOMINIUM certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for 327 CENTRAL PARK WEST CONDOMINIUM

All apartments shall be billed at the bulk rate paid by 327 CENTRAL PARK WEST CONDOMINIUM calculated by taking the total monthly charge for electricity dividing this amount by the total number of kWhrs consumed to determine the cost per kWhr to be charged to each apartment. The charge will be calculated by multiplying the cost per kWhr and the number of kWhrs used as indicated by the Tenant's meter. This charge will be compared to the charge if the Tenant was an SC-1 customer of Con Edison. The lower of the two charges will be the charge sent to the Tenant.

Each sub-meter will be read monthly and each Tenant will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and total amount due.

ATTACHMENT 2

CORPORATE OWNERSHIP DOCUMENTS

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 25, 2016.

Selected Entity Name: 327 CENTRAL PARK WEST L.L.C.

Selected Entity Status Information

Current Entity Name: 327 CENTRAL PARK WEST L.L.C.

DOS ID #: 1910058

Initial DOS Filing Date: APRIL 04, 1995

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

327 CENTRAL PARK WEST L.L.C.

C/O MELOHN CAPITAL LLC

250 WEST 55TH ST., 13TH FL.

NEW YORK, NEW YORK, 10019

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
APR 04, 1995	Actual	327 CENTRAL PARK WEST L.L.C.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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003609 00079

CONDOMINIUM NO. 1257

DECLARATION

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES LOCATED
AT 327 CENTRAL PARK WEST, NEW YORK, NEW YORK PURSUANT TO ARTICLE 9-B
OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

NAME: 327 Central Park West Condominium

SPONSOR: The 93rd Street, LLC
c/o Hartman & Craven LLP
460 Park Avenue
New York, NY 10022

DATE OF
DECLARATION: August 7, 2002

BLOCK: 1206

n/a LOT: 34
n/a LOTS: 1000 - 1050

COUNTY: New York

RETURN AND RETURN TO:

Hartman & Craven LLP
460 Park Avenue
11th Floor
New York, NY 10022
Attn: Elliot H. Zuckerman, Esq.

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**DECLARATION ESTABLISHING A CONDOMINIUM FOR PREMISES LOCATED AT
327 CENTRAL PARK WEST, NEW YORK, NEW YORK, PURSUANT TO ARTICLE
9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK**

The 93rd Street, L.L.C., having an office c/o Hartman & Craven LLP, 460 Park Avenue, New York, New York 10022 (hereinafter referred to as "Sponsor"), does hereby declare:

1. Submission of Property. Sponsor hereby submits the land, more particularly described on Schedule A attached hereto and made a part hereof (the "Land") together with the buildings and improvements thereon erected (the "Building") owned by Sponsor in fee simple absolute (the Land and Building hereinafter called collectively the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.
2. Area and Location of Land. The Land on which the Building is situated is located at 327 Central Park West, City, County and State of New York.
3. Description of Building. The Building erected on the Land is a multiple dwelling comprised of 87 units (85 residential and 2 professional) plus a superintendent's apartment. A more detailed description of the Building is annexed hereto and made part hereof as Schedule B.
4. Name of Condominium. This Condominium shall be known as 327 Central Park West Condominium.
5. Definitions.

Unit. Any of the units in the Building designated as such in the Declaration. The units shall be the "Residential Units" comprised of the residential apartments in the Building and related areas and the "Professional Units" comprised of the professional apartments in the Building and related areas. The term "Unit" shall have the meaning contained in Section 339-c(13) of the Condominium Act. All such Units are collectively called "Units".

Unit Owner. The individual(s) or entity owning title to a Unit in fee simple absolute. As used herein "Unit Owner" shall have the meaning contained in Section 339-c(15) of the Condominium Act.

6. Units. Annexed hereto and made a part hereof as Schedule C is a description of the Units in the Building, the Unit designations, the tax lot numbers, location, percent of interest in the Common Elements, approximate areas, number of rooms, Common Elements to which each has immediate access.

7. Dimensions of the Units. Dimensions and arrangements indicated are approximate. Each Unit consists of the area measured horizontally from and including the first layer of plaster or sheetrock (as the case may be) of the demising (exterior) walls of the Unit, and vertically from (through and including) the floor surface (whether wood, tile, or other floor material) up through and including the first layer of plaster or sheetrock (as the case may be) forming the upper ceiling of the Unit. Interior walls of a Unit shall be deemed to be part of the Unit, except to the extent Common Elements (e.g., structural beams or pipes or wiring servicing more than one Unit) are contained therein.

8. Use of Units. Each Residential Unit may be used for residential or other lawful purposes. Each Professional Unit may be used for any lawful purpose or purposes. While Sponsor or its designee owns any Unit it shall have the right to use such Unit or any part thereof for general and sales office purposes.

9. Common Elements. The Common Elements consist of the Land described in Schedule A of the Declaration and that portion of the Building not incorporated in any Unit Residential or the Commercial Unit and include, without limitation, the following:
 - (a) All of the sidewalks outside of and immediately appurtenant to the Building;

 - (b) All foundations, columns, girders, beams and supports and exterior walls; all corridors, hallways, halls and vestibules; those portions of the walls and partitions dividing the Units from corridors and stairs located beyond the first layer of plaster or sheetrock which constitutes an outer boundary of a Unit; those portions of the walls and partitions dividing Units located outside of the first layer of plaster or sheetrock which constitutes an outer boundary of a Unit; the subfloors, roof, stairs and stairways, including all fire stairs;

 - (c) Exterior walls of the building, including any columns or other structural elements embedded therein, but excluding the first layer of plaster or any sheetrock surface on the Unit side of such walls; all cement block walls and partitions separating the Unit from corridors, elevator shafts, stairs and other mechanical equipment spaces, except the first layer of plaster or sheetrock or other facing material on the Unit side thereof; the block work or studs (as the case may be) of all walls and partitions separating the Unit and the plaster and lath or sheetrock on the face of such wall within any corridor, elevator shaft, stair or mechanical equipment space, as the case may be, which services more than one Unit; all concrete floors and concrete ceilings which service the Units;

 - (d) The entrances and exits from the Building;

- (e) All portions of the Building used for meters, mechanical equipment, storage, space for heating equipment (i.e., boiler and oil tank, etc.) and space for other facilities;
- (f) Sprinkler system including piping, fittings, valves and sprinkler heads;
- (g) Steam piping, including valves, traps, strainers, gauges, thermometers, fittings, risers, mains, condensate return pumps, thermostats, valves, compressors and any items pertaining to the system which service more than one Unit;
- (h) Piping which serves more than one Unit;
- (i) Combined house sewer, all piping, fittings, and house trap;
- (j) Cold water service, valves, fittings, piping;
- (k) Entire fire standpipe system, valves, fittings, siamese connections, wall hydrant, risers, control valves, central hose cabinet, alarm, check valve assembly, all piping and roof manifold;
- (l) Gas meter, gas piping, riser, fittings, valves including gas system to dryers, appliances, etc. which service more than one Unit;
- (m) All common electrical wiring and common ground wire system;
- (n) Leaders and roof drains;
- (o) All water risers, cold and hot water supply, hot water recycling loop including all valves, fittings, gauges and equipment which service more than one Unit;
- (p) Sanitary risers, piping and fittings which service more than one Unit;
- (q) All roofs;
- (r) All windows and skylights and window frames and skylight frames;
- (s) All Unit entrance doors (those which provide a means of ingress from common hallways to Units and egress from Units to common hallways);
- (t) The superintendent's apartment; and

- (f) All other equipment and facilities in the Building wherever they may be located which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of more than one Unit.

The percentages of Common Interest of the respective Units are as set forth on Schedule C hereto.

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to any Unit (other than Common Elements included therein) will be made by the owner of such Unit at such owner's sole cost and expense.

The cost of maintenance, repair and replacement of Common Elements will be borne by all Unit Owners as a Common Expense of the Condominium, in proportion to their respective interests in the Common Elements and will be included in their Common Charges.

The Common Elements are not subject to partition nor are they severable from Units except in accordance with the Condominium Act (Real Property Law Article 9-B).

- 10. Limited Common Elements. Certain portions of the Common Elements are limited and restricted in use to the Owners of Units to which those Common Elements are appurtenant, and are thereby identified as Limited Common Elements. The use of Limited Common Elements by any Owner having exclusive use thereof is subject to the right of the Board of Managers to enter upon any Limited Common Element to make structural repairs or structural replacements to said Limited Common Element and subject to the Rules and Regulations of the Condominium. Included among Limited Common Elements for each Unit are the Unit entrance doors (to and from common hallways), the Unit windows and interior portions of the window frames (but not any Unit skylights or skylight frames), the storage cages in the basement, and any terraces, balconies or yards of which the Owner of that Unit has exclusive use.

The cost of normal maintenance and repair of Limited Common Elements (i.e. keeping surface areas clean and absent of cracks, breaks, or similar damage and replacing such surface areas when appropriate) will be borne by the Unit Owner having the exclusive use thereof. The cost of repairing and/or replacing Limited Common Elements shall be shared equally by the Unit Owners affected, unless the need for repair or replacement was occasioned by the negligence of one of the Unit Owners or his or her guest(s) or agent(s), in which case the cost shall be borne exclusively by said Unit Owner. However, major items of maintenance will be borne by the Unit Owners as a Common Expense. Structural repairs of the Limited Common Elements, will also be borne by the Unit Owners as a Common Expense.

- 11. Determination of Percentage of Interest in Common Elements. The percentage of interest

in the Common Elements applicable to each Unit, as shown in Article 9, was determined pursuant to Section 339-i(1)(iv) of Article 9-B of the New York State Real Property Law, and is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of a particular Unit. The aggregate common interest for all Units is 100%.

12. **Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon another Unit, or if any Unit now encroaches upon any portion of the Common Elements, as a result of the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit or the Common Elements, or by reason of the installation, maintenance, repair or replacement of flues, vents, air conditioning, heating, ventilating and other mechanical fixtures and equipment on the exterior walls, a valid easement for the encroachment and for the maintenance thereof shall exist so long as the Building shall stand. In the event the Building, Unit, adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

13. **Easements.** Each Unit Owner shall have an easement in common with the owners of the other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace all pipes, wires, ducts, vents, ventilating shafts, cables, conduits, public utility lines and other Common Elements located in another Unit and serving its Unit. Each Unit shall be subject to an easement in favor of the owners of other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace the pipes, ducts, vents, ventilating shafts, cables, wires, conduits, public utility lines and other Common Elements serving other Units and located in such Unit.

In addition to the above, the following easements shall affect the Condominium:

- (a) Easement in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Units and to the Common Elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system or other utility servicing the Units or to make repairs to either Unit;

- (b) Easement in favor of the Unit having the exclusive use of portions of the Common Elements;

Rules and Regulations, as they may be amended from time to time.

The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

The administration of the Condominium described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto, and in accordance with the Rules and Regulations of the Condominium.

16. Amendment of Declaration.

- (a) This Declaration may be amended by an affirmative vote of 80% in number and Common Interest of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, no amendment may be made without the written consent of the holders of Unit mortgages, if required by the terms of such mortgages, subject to Sponsor's right to amend this Declaration as set forth in section (f) hereof.
- (b) The dedication of the Property to Condominium ownership herein shall not be revoked or the Property withdrawn from Condominium ownership, unless by affirmative vote of 80% in number and in Common Interest of the Unit Owners and the first mortgagees, if any, of these same Units agree to such revocation or removal of the Property from the Plan of Condominium Ownership by duly recorded instruments.
- (c) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.
- (d) Any amendment to this Declaration shall not take effect, until it is recorded in the Office of the New York City Register in the County of New York.
- (e) Irrespective of any other provision of this Declaration, no action or partition or division of the Common Elements shall be brought nor shall this Plan of Condominium Ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

(1) Sponsor or its designee shall have the right without vote or consent of other Unit Owners, the Board of Managers or the holders of Unit mortgages, to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Registrar, in the County of New York, and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, plans and maps as may be required to effectuate the same) to reflect any changes in Units and the reapportionment of the common interests resulting therefrom, made by Sponsor or its designee(s) in accordance with Paragraph (c) of Article 7 of this Declaration.

17. Definition of "Sponsor-Designee". The term "Sponsor or its Designee" (alternatively referred to as "designee of Sponsor") as used in this Declaration shall mean any person or entity designated by Sponsor to acquire title to a Unit. A "Sponsor-designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

18. Common Charges. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon chargeable to a Unit Owner, shall constitute a lien on his or her Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority; and (b) all sums unpaid on any first mortgage of record encumbering the Unit. Such lien may be foreclosed by the Condominium when past due in accordance with the laws of the State of New York, in like manner as a mortgage on real property, and the Condominium shall also have a right to recover all costs and expenses incurred including reasonable attorneys' fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to both Unit Owners as a Common Expense. However, where the holder of a mortgage of record, or other purchaser of a Unit at a foreclosure sale of a mortgage, obtains title to a Unit as a result of foreclosure, or the mortgage holder obtains title in lieu of foreclosure, such acquirer of title, his or her successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charged to Unit Owners as a Common Expense.

Every Unit Owner shall pay the Common Charges assessed against its Unit when due and no Unit Owner may exempt himself or herself or the Unit from liability for the payment of Common Charges assessed against it or the Unit by waiver of the use of any of the Common Elements or by the abandonment of the Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by such Unit made in accordance with Section 339X of the Real Property Law

of New York or in accordance with the provisions of the Declaration and the By-Laws.

19. Conveyance of a Unit. In any conveyance of a Unit in accordance with this Declaration and By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges against the latter up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of Common Charges against the Grantor and such Grantee shall not be liable for any unpaid Common Charges against the Grantor in excess of the amount set forth in such statement. "Grantee" as used in this paragraph shall not include either the holder of a mortgage of record or other purchaser of a Unit at a foreclosure sale of a mortgage.
20. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.
21. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
22. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

20 IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this day of August, 2002.

THE 93RD STREET, LLC

By Leon Malohn
Leon Malohn member

REC 3609 060890

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

On the 7th day of August in the year 2002 before me, the undersigned, personally appeared Leon Melohn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of Individual
taking acknowledgment

DET. LEE SALPETRIEN
Notary Public, State of New York
No. 01185088025
Qualified in New York County
Commission Expires April 1, 2006

NEEL 3609760891

SCHEDULE A

LEGAL DESCRIPTION OF THE LAND

The land on which the Building is located is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, State and County of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 93rd Street and the westerly side of Central Park West;

RUNNING THENCE westerly along the southerly side of 93rd Street, 125 feet;

THENCE southerly and parallel with Central Park West, 75 feet 8-½ inches;

THENCE easterly parallel with 93rd Street, 125 feet to the westerly side of Central Park West; and

THENCE northerly along the said westerly side of Central Park West, 75 feet 8-½ inches to the point or place of BEGINNING.

SCHEDULE B

DESCRIPTION OF BUILDING AND UNITS

327 Central Park West
New York, New York

The property is a Class A Multiple Dwelling of Class I fireproof construction located at 327 Central Park West and 2 West 93rd Street, which is on the southwest corner of the intersection of Central Park West and West 93rd Street. According to the New Building Application, the building occupies a rectangular plot with frontages of 75 feet 8½ inches and 125 feet on Central Park West and West 93rd Street, respectively. The plot area is about 9,463 square feet or somewhat over a fifth of an acre.

The building is sixteen stories plus a penthouse, a basement and a sub-cellar. The floors are designated sub-cellar, basement, lobby, one to twelve, fourteen to seventeen, and penthouse.

According to the Certificate of Occupancy, the building is 155 feet high.

The building is served by four elevators and four interior stairways. There are no exterior fire escapes. There are no drives or garages.

According to the New Building Application, foundation walls are concrete, brick and rubble stone on hard rock.

According to the New Building Application, the exterior walls are 4-inch limestone and 8-inch brick on the first three floors and 4-inch brick with 8-inch terra cotta backing on the upper floors. Interior partitions including stair hall enclosures are 4-inch terra cotta, 3-inch gypsum and 2-inch solid plaster. Elevator shaft enclosures are 4-inch terra cotta, 3-inch gypsum. Fireproofing is 2-inch concrete and 8-inch terra cotta for exterior columns, 2-inch concrete and 4-inch brick for interior columns, 2-inch concrete for girders and 1½-inch concrete for beams.

Floor slabs are concrete with plastered ceilings and hardwood flooring.

202360970093

SCHEDULE 'C'

UNITS, TAX LOT NUMBERS, LOCATIONS (FLOORS), TYPES, APPROXIMATE AREA (SQUARE FOOTAGE), NUMBER OF ROOMS IN RESIDENTIAL AREAS, PERCENTAGE OF COMMON INTEREST AND COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS

UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS AND SQUARE FOOTAGE
1-A-B	1001	PROFESSIONAL	2,830.00		2.8732%	STORAGE CAGE (1S)
2-A	1003	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
3-A	1004	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
4-A	1005	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
5-A	1006	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
6-A	1007	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
7-A	1008	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
8-A	1009	RESIDENTIAL	755.00	4/1	1.1539%	STORAGE CAGE (1S)
8-AA	1010	RESIDENTIAL	1,242.00	5-5/2	1.2079%	STORAGE CAGE (1S)
9-A	1011	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
10-A	1012	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
11-A	1013	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
12-A	1014	RESIDENTIAL	1,145.00	4-5/1	1.1085%	STORAGE CAGE (1S)
12-AA	1015	RESIDENTIAL	1,242.00	5-5/2	1.2079%	STORAGE CAGE (1S)
14-A	1016	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (2S)
15-A	1017	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (2S)
16-A	1018	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
17-A	1019	RESIDENTIAL	1,790.00	6-5/3	1.7589%	STORAGE CAGE (1S)
PH-A	1020	RESIDENTIAL	1,014.00	4/2	1.2237%	ROOF TERRACE (760) AND STORAGE CAGE (1S)
2-B	1021	RESIDENTIAL	1,645.00	5/2	1.5977%	STORAGE CAGE (1S)
3-B	1022	RESIDENTIAL	760.00	3/1	0.7275%	STORAGE CAGE (1S)
3-BB	1023	RESIDENTIAL	725.00	3-5/1	0.7082%	STORAGE CAGE (1S)
4-B	1024	RESIDENTIAL	760.00	3/1	0.7275%	STORAGE CAGE (1S)
4-BB	1025	RESIDENTIAL	725.00	3/1	0.7082%	STORAGE CAGE (1S)

UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS INDIRECT ACCESS (LAND SQUARE FOOTAGE)
5-B	1026	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
6-B	1027	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
7-B	1028	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
8-B	1029	RESIDENTIAL	1,284.00	3.5/1	0.8162%	STORAGE CAGE (23)
9-B	1030	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
10-B	1031	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
11-B	1032	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
12-B	1033	RESIDENTIAL	832.00	3.5/1	0.8483%	STORAGE CAGE (15)
14-B	1034	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
15-B	1035	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (21)
16-B	1036	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
17-B	1037	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
PH-B	1038	RESIDENTIAL	645.00	3/1	0.8023%	ROOF TERRACE (831) AND STORAGE CAGE (10)
1-C	1005	PROFESSIONAL	854.00	4/1	0.8289%	STORAGE CAGE (15)
1-CC	1038	RESIDENTIAL	377.00	2/1	0.3805%	STORAGE CAGE (15)
2-C	1040	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
3-C	1041	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
4-C	1042	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
5-C	1043	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
6-C	1044	RESIDENTIAL	854.00	3.5/1	0.8384%	STORAGE CAGE (15)
7-C	1045	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
8-C	1046	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
9-C	1047	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
10-C	1048	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
11-C	1049	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (21)
12-C	1050	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
14-C	1051	RESIDENTIAL	854.00	3.5/1	0.8384%	STORAGE CAGE (15)

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UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS (AND SQUARE FOOTAGE)
15-C	1052	RESIDENTIAL	824.00	3.5/1.5	0.8284%	STORAGE CAGE (231)
16-C	1053	RESIDENTIAL	824.00	3.5/1.5	0.8284%	STORAGE CAGE (231)
17-C	1054	RESIDENTIAL	824.00	3.5/1.5	0.8284%	STORAGE CAGE (115)
PH-C	1055	RESIDENTIAL	348.00	4/1	1.2012%	POOP TERRACE (719) AND STORAGE CAGE (110)
1-D	1056	RESIDENTIAL	581.00	3/1	0.5589%	STORAGE CAGE (115)
2-D	1057	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
3-D	1058	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
4-D	1059	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
5-D	1060	RESIDENTIAL	1,200.00	4.5/2	1.1684%	STORAGE CAGE (115)
6-D	1061	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
7-D	1062	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (125)
8-D	1063	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
9-D	1064	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
10-D	1065	RESIDENTIAL	1,199.00	4.5/1.5	1.1684%	STORAGE CAGE (115)
11-D	1066	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
12-D	1067	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
14-D	1068	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (121)
15-D	1069	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
16-D	1070	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (115)
17-D	1071	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (112)
PH-D	1072	RESIDENTIAL	790.00	4/1	0.8233%	POOP TERRACE (607) AND STORAGE CAGE (113)
2-E	1073	RESIDENTIAL	791.00	3.5/3	0.7689%	STORAGE CAGE (115)
3-E	1074	RESIDENTIAL	791.00	3.5/1	0.7689%	STORAGE CAGE (115)
4-E	1075	RESIDENTIAL	791.00	3.5/1	0.7689%	STORAGE CAGE (121)
5-E	1076	RESIDENTIAL	785.00	3.5/1	0.7689%	STORAGE CAGE (115)
6-E	1077	RESIDENTIAL	791.00	3.5/1	0.7689%	STORAGE CAGE (231)
7-E	1078	RESIDENTIAL	791.00	3.5/1	0.7689%	STORAGE CAGE (121)

UNIT DESIGNATION AND LOCATION (FL CORP)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS (AND SQUARE FOOTAGE)
8-E	1079	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
9-E	1080	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
10-E	1081	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (20)
11-E	1082	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (25)
12-E	1083	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (25)
14-E	1084	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
15-E	1085	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
16-E	1086	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
17-E	1087	RESIDENTIAL	791.00	3.5/1	0.7697%	STORAGE CASE (15)
			106,383.00		100.00%	

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REF 3650160963

FIRST AMENDMENT TO DECLARATION

OF

327 CENTRAL PARK WEST CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law)

AMENDMENT made as of the 7th day of October, 2002 by The 93rd Street, L.L.C., a New York limited liability company, organized and existing under the laws of the State of New York, with an office c/o Melohn Properties, 1995 Broadway, 14th Floor, New York, New York 10023 hereinafter referred to as the "Sponsor."

WHEREAS:

A. The Declaration of 327 Central Park West Condominium (the "Declaration") was dated August 7, 2002 and was recorded on September 13, 2002 in Reel 3609 Page 878 in the Office of the Register of the City of New York in the County of New York;

B. The condominium association which resulted from the Declaration was 327 Central Park West Condominium (the "Condominium");

C. The tax lots for the separate condominium units of the Condominium are reflected on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building filed with the Real Property Assessment Department as Condominium Plan No. 1257 and also filed on September 13, 2002 as Condominium Map No. 3925 in the office of the Register of the City of New York in the County of New York.

D. The Condominium consists of 87 condominium units;

E. The Sponsor is the owner of more than 50% of the condominium units of the Condominium;

F. Sponsor wishes to amend the Declaration pursuant to the provisions of Article 16 section (f) thereof; and,

G. All capitalized words and terms used herein shall have the same meanings as are ascribed to them in the Declaration.

NOW, THEREFORE, in consideration of the premises, Sponsor declares as follows:

REEL 3650 P60964

1. Corrected Room Counts and Common Interests for Units 8A and 8B. Attached hereto is a corrected Schedule C to the Declaration on which the only changes from the Schedule C attached to the Declaration recorded prior to this Amendment are the number of rooms and baths and percentage of Common Interests set forth thereon for units 8A and 8B. This Amendment is being made as a result of the fact that the number of rooms and baths and percentage of Common Interests set forth on the Schedule C attached to the Declaration recorded prior to this Amendment were in error, and for the sole purpose of correcting those errors.

2. No Other Changes. In all other respects (except to the extent modified by this document), all of the terms, conditions, and provisions of and set forth in the Declaration and the By-laws shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration has been executed by the parties hereto as of the day and year first above written.

The 93rd Street, LLC

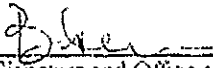
By: 

Leon Melohn, Member

REEL 3650160965

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

On the 14 day of October in the year two thousand and two before me, the undersigned, personally appeared **Leon Melohn**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subject to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

BETTY SALPETRIER
Notary Public, State of New York
No. 0115059075
Qualified in New York County
Commission Expires April 1, 2006

SCHEDULE "C"

UNITS, TAX LOT NUMBERS, LOCATIONS (FLOORS), TYPES, APPROXIMATE AREA (SQUARE FOOTAGE), NUMBER OF ROOM IN RESIDENTIAL AREAS, PERCENTAGE OF COMMON INTEREST AND COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS

UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS AND SQUARE FOOTAGE:
1-A/B	1001	PROFESSIONAL	2,830.00		2.6792%	STORAGE CAGE (15)
2-A	1003	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
3-A	1004	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
4-A	1005	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
5-A	1006	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
6-A	1007	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
7-A	1008	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
8-A	1009	RESIDENTIAL	755.00	3.5/1	.7168%	STORAGE CAGE (15)
8-AA	1010	RESIDENTIAL	1,242.00	5.5/2	1.2079%	STORAGE CAGE (15)
9-A	1011	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
10-A	1012	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
11-A	1013	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
12-A	1014	RESIDENTIAL	1,143.00	4.5/1	1.1085%	STORAGE CAGE (15)
12-AA	1015	RESIDENTIAL	1,242.00	5.5/2	1.2079%	STORAGE CAGE (15)
14-A	1016	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (23)
15-A	1017	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (21)
16-A	1018	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
17-A	1019	RESIDENTIAL	1,790.00	6.5/3	1.7569%	STORAGE CAGE (15)
PH-A	1020	RESIDENTIAL	1,014.00	4/2	1.2237%	ROOF TERRACE (760) AND STORAGE CAGE (10)
2-B	1021	RESIDENTIAL	1,645.00	5/2	1.5977%	STORAGE CAGE (15)
3-B	1022	RESIDENTIAL	760.00	3/1	0.7275%	STORAGE CAGE (15)
3-BB	1023	RESIDENTIAL	725.00	3.5/1	0.7082%	STORAGE CAGE (15)
4-B	1024	RESIDENTIAL	760.00	3/1	0.7275%	STORAGE CAGE (15)
4-BB	1025	RESIDENTIAL	725.00	3/1	0.7082%	STORAGE CAGE (15)

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UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS (AND SQUARE FOOTAGE)
5-B	1026	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
6-B	1027	RESIDENTIAL	1,645.00	5.5/2	1.0977%	STORAGE CAGE (15)
7-B	1028	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
8-B	1029	RESIDENTIAL	1,296.00	4.5/1	1.2533%	STORAGE CAGE (12)
9-B	1030	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
10-B	1031	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
11-B	1032	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
12-B	1033	RESIDENTIAL	892.00	3.5/1	0.6883%	STORAGE CAGE (15)
14-B	1034	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
15-B	1035	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
16-B	1036	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
17-B	1037	RESIDENTIAL	1,645.00	5.5/2	1.5977%	STORAGE CAGE (15)
PH-B	1038	RESIDENTIAL	685.00	3/1	0.5023%	ROOF TERRACE (8311) AND STORAGE CAGE (10)
1-C	1002	PROFESSIONAL	856.00	4/1	0.6288%	STORAGE CAGE (15)
1-CC	1039	RESIDENTIAL	397.00	2/1	0.3829%	STORAGE CAGE (15)
2-C	1040	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
3-C	1041	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
4-C	1042	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
5-C	1043	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
6-C	1044	RESIDENTIAL	854.00	3.5/1	0.8384%	STORAGE CAGE (15)
7-C	1045	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
8-C	1046	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
9-C	1047	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
10-C	1048	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
11-C	1049	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
12-C	1050	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
14-C	1051	RESIDENTIAL	854.00	3.5/1	0.8384%	STORAGE CAGE (15)

UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS (AND SQUARE FOOTAGE)
15-C	1052	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (21)
16-C	1053	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (21)
17-C	1054	RESIDENTIAL	854.00	3.5/1.5	0.8384%	STORAGE CAGE (15)
PH-C	1055	RESIDENTIAL	848.00	4/1	1.2012%	ROOF TERRACE (719) AND STORAGE CAGE (10)
1-D	1056	RESIDENTIAL	581.00	3/1	0.5586%	STORAGE CAGE (15)
2-D	1057	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
3-D	1058	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
4-D	1059	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
5-D	1060	RESIDENTIAL	1,205.00	4.5/2	1.1684%	STORAGE CAGE (15)
6-D	1061	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
7-D	1062	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (25)
8-D	1063	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
9-D	1064	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (13)
10-D	1065	RESIDENTIAL	1,199.00	4.5/1.5	1.1684%	STORAGE CAGE (15)
11-D	1066	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
12-D	1067	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
14-D	1068	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (21)
15-D	1069	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (18)
16-D	1070	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (15)
17-D	1071	RESIDENTIAL	1,199.00	4.5/2	1.1684%	STORAGE CAGE (12)
PH-D	1072	RESIDENTIAL	780.00	4/1	0.9239%	ROOF TERRACE (667) AND STORAGE CAGE (113)
2-E	1073	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
3-E	1074	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
4-E	1075	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (21)
5-E	1076	RESIDENTIAL	785.00	3.5/1	0.7699%	STORAGE CAGE (15)
6-E	1077	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (21)
7-E	1078	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (21)

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UNIT DESIGNATION AND LOCATION (FLOOR)	TAX LOT NUMBER	TYPE	APPROXIMATE AREA (SQUARE FOOTAGE)	NUMBER OF ROOMS/BATHS	PERCENTAGE OF COMMON INTEREST	COMMON ELEMENTS TO WHICH EACH HAS IMMEDIATE ACCESS (AND SQUARE FOOTAGE)
8-E	1079	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
9-E	1080	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
10-E	1081	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (20)
11-E	1082	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
12-E	1083	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (23)
14-E	1084	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (18)
15-E	1085	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
16-E	1086	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (15)
17-E	1087	RESIDENTIAL	791.00	3.5/1	0.7699%	STORAGE CAGE (12)
			105,383.00		100.00%	

**FIRST AMENDMENT TO DECLARATION
OF
327 CENTRAL PARK WEST CONDOMINIUM
(Pursuant to Article 9-B of the Real Property Law)**

Dated: October 7th, 2002

Property Address:	327 Central Park West, New York, NY
Block:	1206
f/k/a Lot:	34
n/k/a Lots:	1001 - 1087 inclusive
County:	New York

RECORD AND RETURN TO:

Hartman & Craven LLP
460 Park Avenue, 11th floor
New York, New York 10022
Attention: Eliot H. Zuckerman, Esq.

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CITY REGISTER RECORDING AND ENDORSEMENT PAGE

TOTAL NUMBER OF PAGES IN DOCUMENT INCLUDING THIS PAGE ▶ 62

COUNTY OF ▶ Kings
THIS PAGE FORMS PART OF THE INSTRUMENT

Block ▶ 1206
Premises ▶ 327 Central Park West
The Age of Company Name ▶ Century 21
The Company Number ▶
Lot(s) ▶ 1206
Partial Lot(s) ▶
Name ▶ Hartman's Counsel LP
Address ▶ 460 Park Ave
City ▶ New York
State ▶ NY
Zip ▶ 10022
327 Central Park West Condominium



NAME & ADDRESS
PARTY 1 ▶
ADDITIONAL PARTY 1 ▶
PARTY 2 ▶
ADDITIONAL PARTY 2 ▶

FOLD

CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY

CITY OF NEW YORK OFFICE OF THE CITY REGISTER

Examined by (✓)
Mort Tax Serial No
Mort Amount \$
Taxable Amount \$
Exemption (✓) YES NO
Type: 1988 258 OTHER
Dwelling Type 1 or 2 3 4 or 6 OVER 6
TAX RECEIVED ON ABOVE MORTGAGE
County (base) \$
City (Add'l) \$
Spec Add'l \$
TASR \$
LITA \$
LIC TA \$
TOTAL TAX \$
Apportionment Mortgage (✓) YES NO

City Register Serial Number ▶ 047507
Introduced By (✓) AP Verified By (✓) SMB
Block(s) and Lot(s) verified by (✓)
Address Tax Map
Extra Block(s) Lot(s) 87
Recording Fee \$ 603
Advalorem Fee (C) \$
RPTT Fee (R) \$
HPD-A HPD-C
New York State Real Estate Transfer Tax \$
Serial Number ▶
New York City Real Property Transfer Tax Serial Number ▶

\$ 196-
Map 5925

FOLD



RECORDED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

8/22/13
John J. Corvino

FIRST AMENDMENT TO DECLARATION
OF
327 CENTRAL PARK WEST CONDOMINIUM

PREMISES:
327 Central Park West
New York, New York 10025

The land affected by the within instrument
lies in Block 1206 formerly known as Lot 34
now known as Lots 1001-1087
on the Tax Map of the Borough of Manhattan, City, County and State of New York

Record and Return to:

Brady Klein & Weissman LLP
501 Fifth Avenue, 19th Floor
New York, New York 10017
(212) 949-5800

778-828

FIRST AMENDMENT TO DECLARATION
OF
327 CENTRAL PARK WEST CONDOMINIUM

This First Amendment to the Declaration of 327 Central Park West Condominium is made as of the 11th day of June, 2014 by The Board of Managers of 327 Central Park West Condominium (the "Condominium Board") with an address at c/o Rudd Realty Management Corp., 641 Lexington Avenue, 10th Floor, New York, NY 10022.

WITNESSETH:

WHEREAS, The 93rd Street, LLC was the declarant under that certain Declaration dated August 7, 2002 which was recorded in the New York County Office of the Register of The City of New York ("City Register's Office") on September 13, 2002 in Reel 3609, Page 878 establishing a plan for condominium ownership of premises known as 327 Central Park West Condominium located at 327 Central Park West, New York, New York (the "Condominium") pursuant to Article 9-B of the Real Property Law of the State of New York (the "Declaration"); and

WHEREAS, the By-Laws which are incorporated into the Declaration ("By-Laws") have been amended and ratified, as attached hereto, at a meeting of the unit holders held on June 11, 2014.

IN WITNESS WHEREOF, the party hereto has caused this First Amendment to the Declaration to be executed by its duly authorized representative as of the date first set forth above.

327 Central Park West Condominium

By:  _____

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

On the 30 day of July, in the year 2014, before me, the undersigned, personally appeared Grant Diers personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 _____
Notary Public

LAWRENCE H KOTIK
Notary Public, State of New York
No. 02KO4843123
Qualified in Nassau County
Commission Expires September 30, 2017

ATTACHMENT 3

SHAREHOLDER/TENANT EFFICIENCY PLAN

Tenant Energy Efficiency Plan

1. Install Energy Star qualified room air conditioners with high EERs. A/C units older than 10 years should be replaced with high EER units.
2. Check and clean A/C unit filters, coding and condenser fans and coils monthly.
3. Install Energy Star ceiling fans.
4. Block out heat by keeping blinds or curtains closed during the day, especially on south facing windows.
5. Shut off lights and appliances when not in use.
6. Limit the use of portable space heaters and never leave unattended.
7. When you go shopping for a dehumidifier, look for the Energy Star label.
8. When available, set your room air conditioning thermostat at 78° or higher during the season. Each degree above 75° saves you 3% of the energy used to cool a room.
9. Save money and increase comfort by using a timer or programmable thermostat on your room A/C unit.
10. Place your room A/C unit in a central window, rather than a corner window, to allow for better air movement.
11. Remove room A/C units in the fall, or install a quality plastic cover.
12. Seal spaces around room A/C units with caulking to prevent cool air from escaping.
13. Use your microwave oven as much as possible in the summer rather than your regular oven.
14. The size of your pan should match the size of your burner for the highest efficiency.
15. Put full loads in the dishwasher and use the "energy savings" setting for the drying cycle, or let dishes air dry to reduce energy use.
16. When doing laundry, use a cold water wash on full loads.

17. Clean the lint trap regularly.
18. Make sure the seals on your refrigerator, freezer and oven doors fit tightly.
19. Vacuum and clean condenser coils, motor and evaporator pan of your refrigerator once or twice a year, and leave space between your refrigerator and the surrounding walls and cabinets to allow air to circulate around the coils.
20. When you shut down your computer, don't forget to turn off the monitor – it can use twice as much energy as the computer.
21. Use an advanced power strip for convenience; that way all of your computer accessories are turned off by one switch (even in sleep mode, your computer may cost you \$105 a year).
22. Use the power management feature on your computer monitor; it will turn off the monitor when idle for over 15 minutes when you leave your computer on.
23. Consider a laptop computer over a traditional desktop – laptops use less energy.
24. Energy Star lighting fixtures put out the same amount of light as standard fixtures while providing excellent color rendering and light temperature.
25. Avoid leaving transformers and charging units for appliances and battery-operated devices on (such as cell phones and tools) when they aren't being used.
26. Instead of just turning your electronics off, it is better to unplug them because even when they're "off" they still draw electricity from the outlet – something known as a "phantom load".
27. Plug your battery charging system or power adapter into a power strip to enable you to shut off power with the flick of a switch. For even better control, use a power strip with a timer or a programmable power strip.
28. Don't forget to turn off your DVD player, video game console and television.
29. Plug your DVD and home audio products into an advance power strip so that when you turn off the television, all of the home audio and video components will also turn off.

30. Consider combination products to save space, simplify set-up, and save energy in standby mode.
31. Turn television off when on one is watching them. A TV left on for 8 hours a day or while you sleep will cost you about \$41 - \$102 per year.
32. When choosing a new television, look for the Energy Star label to save energy.
33. If considering a flat panel or large screen television, consider purchasing an LCD model rather than a plasma model to cut your power usage by approximately 50%.
34. Inkjet printers use as much as 90% less energy than typical laser printers.
35. Choose a multifunctional product (printer/copier/scanner) instead of separate products.
36. Don't forget to turn your printer off at night as it still draws power even when not in use.
37. Plug your printer, scanner and all-in-one device into an advanced power strip so that when you switch off your computer (or put it in sleep mode), all the peripherals will also turn off.
38. Use energy-efficient, Energy Star qualified CFLs instead of standard incandescent light bulbs and you can use 75% less electricity.
39. Energy Star CFLs also emit less heat and are cooler to the touch than incandescent bulbs.
40. Replace your home's most frequently used incandescent lights with CFLs; you can save more than \$60 a year in energy costs.
41. Invest in an Energy Star qualified ceiling fan with a lighting kit to help cool your home and improve airflow. An Energy Star qualified model is about 50% more efficient than a conventional unit and can save up to \$20 per year on cooling and heating bills.

ATTACHMENT 4

SUBMETERER IDENTIFICATION FORM



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



Submetering Identification Form

Name of Entity: <u>327 Central Park West Condominium</u>			Corporate Address: <u>327 Central Park West</u>		
City: <u>NEW YORK</u>	State: <u>NY</u>	Zip: <u>10025</u>	Web Site: <u>N/A</u>		
Phone: <u>212-484-3788</u>			Utility Account Number: <u>N/A</u>		
Chief Executive: <u>Grant Duers</u>			Account Holder Name: <u>327 Central Park West Condo.</u>		
Phone: <u>917-748-8565</u>			E-mail: <u>N/A</u>		
DPS Case Number: <u>N/A</u>					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <u>Ben Shuman</u>			Name: <u>Grant Duers</u>		
Phone: <u>212-484-3788</u>			Phone: <u>917-748-8565</u>		
Fax: <u>212-484-3720</u>			Fax: <u>-</u>		
E-mail: <u>bshuman@orsidr.com</u>			E-mail: <u>grantdu@mac.com</u>		
Address: <u>Orsid Realty, 1740 Broadway</u>			Address: <u>327 Central Park West</u>		
City: <u>NEW YORK</u>	State: <u>NY</u>	Zip: <u>10019</u>	City: <u>NEW YORK</u>	State: <u>NY</u>	Zip: <u>10025</u>

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: bshuman@orsidr.com

Name of Property: <u>327 Central Park West Condominium</u>			Service Address: <u>327 Central Park West</u>		
City: <u>NEW YORK</u>	State: <u>NY</u>	Zip: <u>10025</u>			
Electric Heat? <u>Y</u> <input checked="" type="checkbox"/>			Electric Hot Water? <u>Y</u> <input checked="" type="checkbox"/>		
# Units Occupied by: Sr. Citizens		Disabled	Total # of Units		<u>85</u>
Rent Stabilized <u>14</u>	# Rent Controlled <u>2</u>		# Rent-Regulated <u>15</u>	# Market Rate	
Rental: <u>Y/N</u>	Condo: <u>Y/N</u>		Co-Op: <u>Y/N</u>		
# Low Income <u>0</u>	# Section 8 <u>0</u>	# Landlord Assist Program <u>0</u>	# Other <u>54</u>		
Submeter / Billing Agent: <u>AMPS-ELEMCO, INC</u>			Address: <u>1324 Motor Parkway</u>		
City: <u>HAUPPAUGE</u>	State: <u>NY</u>	Zip: <u>11749</u>			
Contact Name: <u>Zach Stern</u>		Contact Phone: <u>631-761-8557</u>	Contact Fax: <u>631-582-4182</u>		

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

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

ATTACHMENT 5

METER TEST PLAN

NYSPSC ANNUAL IN-SERVICE SUBMETER TEST FORM

Please fill out this form completely. Use additional sheets if needed

Date: December, 2016
Building Property Management: Orsid Realty Corp.
Contact Name: Ben Shuman
Address: 1740 Broadway
New York, New York 10019
Telephone Number: 212-247-2603
Email Address: bshuman@orsidr.com

Name(s) of any third Party(s) conducting testing

Name: To be Determined
Address: To be Determined

Telephone: To be Determined
Email: To be Determined

Meter Type: To be Determined
Meter Manufacturer: To be Determined
Model: To be Determined
Class: To Be Determined

Building Address: 327 Central Park West
New York, New York 10025

Sampling Method Used:

Periodic

- a) List the number of all meters of this type in us for customer billing: 85
- b) List how many meters of this type will be excluded : 0
- c) Number of meters included in the test population: 85
- d) List the number of meters of this type to be tested: 4
- e) Indicate the general location of this meter type: Basement
- f) Describe the meter test equipment to be used: To be Determined
- g) Describe Your Test Schedule: To be Determined
- h) Please provide any relevant additional information: None

ATTACHMENT 6

2016 METER TESTING RESULTS



4242 Reynolds Drive

Hilliard OH 43026

Phone 614-777-1005
Fax 614-777-4511

Packing List

Shipper No: SO30212-1
Ship Date: 11/14/2016
Page 1 of 1

Customer Phone:
Customer Fax:

BILL TO	SHIP TO
AMPS-ELEMCO, INC 1324 MOTOR PARKWAY SUITE 112 HAUPPAUGE NY USA 11749	AMPS-ELEMCO, INC 1324 MOTOR PARKWAY SUITE 112 HAUPPAUGE NY 11749 Attn: Ship Via: FEDEX GROUND

YOUR ORDER NO. RMA 673	ORDER DATE 11/7/2016	REFERENCE RMA 673	OUR JOB NO. SO30212
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Item ID	Description	UM	Qty This Shipment	Qty Actually Shipped
ACCURACY DATA		Ea.	3	<u>3</u>
DATA, NY PSC ACCURACY STATEMENT				

Total Weight:	Freight: \$0.00	Date Filled: 11/14/2016
Total Cubic Ft:	Insurance:	Filled By:

327 CENTRAL PARK

SOID SO30212 METER TYPE AB-120

SERIAL#	PERCENT ERROR							
	FL @ 1.0 PF		FL @ .5 PF		LL @ 1.0 PF		LL @ .5 PF	
	A	B	A	B	A	B	A	B
50467	-0.397	-0.685	0.047	-0.257	0.11	-0.215	0.602	0.646
52628	0.082	-0.637	0.221	-0.606	0.44	-0.456	0.14	-0.382
54407	-0.051	0.045	0.212	0.206	0.079	0.082	0.602	0.302

SERIAL#	PERCENT OF ENERGY MEASURED							
	A	B	A	B	A	B	A	B
50467	99.60%	99.32%	100.05%	99.74%	100.11%	99.79%	100.60%	100.65%
52628	100.08%	99.36%	100.22%	99.39%	100.44%	99.54%	100.14%	99.62%
54407	99.95%	100.05%	100.21%	100.21%	100.08%	100.08%	100.60%	100.30%

Minimum value of all meters above 99.32%
 Maximum value of all meter above 100.65%
 Min and max values of all meters are between 98% and 102%