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June 9, 2016

**VIA ELECTRONIC MAIL**

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

**Re: Case 16-E-0332: Notice of Intent of 28th Highline Associates, LLC to  
Submeter Electricity at 520 West 28th Street, New York, New York 10001,  
Located in the Territory of Consolidated Edison Company of New York, Inc.**

Dear Secretary Burgess:

On behalf of 28th Highline Associates, LLC, attached for filing is its Amended Notice of Intent to Submeter Electricity at 520 West 28<sup>th</sup> Street, New York, New York 10001.

If you have any questions about this filing, please contact me directly. Thank you for your attention in this matter.

Sincerely,

*/s/ John T. McManus*

John T. McManus

Enclosure

cc: Luke Falk, 28th Highline Associates, LLC (*via electronic mail only*)  
Kerri Ann Kirschbaum, Esq., Senior Staff Attorney, Consolidated Edison Company  
of New York, Inc. (*via electronic mail*)

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

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**Notice of Intent of 28th Highline Associates, )  
LLC to Submeter Electricity at 520 West )  
28th Street, New York, New York 10001, )  
Located in the Territory of Consolidated )  
Edison Company of New York, Inc. )**

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**Case No. 16-E-0332**

**AMENDED NOTICE OF INTENT TO SUBMETER ELECTRICITY**

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28th Highline Associates, LLC (the “Applicant”)<sup>1</sup> owns the multi-unit residential premises located at 520 West 28<sup>th</sup> Street, New York, New York 10001 (the “Building”). Pursuant to 16 NYCRR § 96.3 (a), the Applicant submits this Notice of Intent to Submeter Electricity (the “Notice”) at the 39 new condominium units in the Building,<sup>2</sup> which is located within Consolidated Edison Company of New York, Inc.’s (“Con Edison”) service territory. The Building is currently under construction with an expected initial move-in date for residents in January 2017.<sup>3</sup>

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<sup>1</sup> Corporate documentation for the Applicant is attached as Exhibit 1.

<sup>2</sup> The Building will also feature ground floor retail, a restaurant, and a small parking garage for Building residents.

<sup>3</sup> Because the Building is currently unoccupied, the notice requirements in 16 NYCRR §§ 96.3 (a) (2) and (c) are not applicable. However, if residents move into the Building before the Applicant obtains authority from the Public Service Commission (the “Commission”) to submeter electricity at the property, the Applicant commits to provide all residents with the following information regarding submetering: (1) a notice of submetering and draft Building Rules and Regulations (*see* Exhibit 4) regarding submetering notifying residents that the Applicant has a pending application before the Commission to obtain approval to submeter electricity in the Building, which, when approved, will require residents to pay for their own submetered electricity based on their actual usage; (2) “shadow billing” from, or shortly after, the time the residents move into the Building until submetering is approved by the Commission, which will allow the residents to track their electric usage; and, (3) an additional letter, provided near the time that the Commission is scheduled to render a decision on this submetering application, further advising residents that they will be required to pay for electricity based on their actual usage when the Applicant receives Commission approval. Therefore, to the extent 16 NYCRR § 96.3 (c) is deemed applicable to new construction buildings such as this where residents move-in during the pendency of a submetering application, the Commission should, consistent with its precedent, hold that the Applicant functionally satisfied the requirements of section 96.3 (c) prior to obtaining submetering approval (*see* Case 12-E-0460, *Petition of 2130 ACP Boulevard Investors LLC to Submeter Electricity at 2130-2138 Adam Clayton Powell Jr. Boulevard, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Declaratory Ruling On The Adequacy Of Notice To Tenants [April 25, 2013] [declaring that the owner of a new construction building functionally satisfied the two-month requirement found in 16 NYCRR § 96.3 [c] before the Commission approved submetering at the building

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

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

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

The Applicant will install SATEC, Inc.'s BFM 136 submetering system and equipment (the "BFM 136 system") in the Building. The Commission has approved the BFM 136 system for use in residential submetering applications in New York State.<sup>4</sup> The BFM 136 system is capable of terminating electric service via the breaker box in the corridor electric closet.

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

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

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

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

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because the owner took certain actions to inform tenants of the effects submetering would have on their utility bills, both at the time of move-in and throughout the pendency of the building's submetering application]). Until Commission approval, the electricity used by the residential units will be paid for by the Board as a General Common Expense and allocated among the residential unit owners pursuant to the Building's By-Laws.

<sup>4</sup> Case 14-E-0203, *Petition of SATEC, Inc. for Approval of the BFM Electric Multi-Channel Meter*, Order Regarding SATEC BFM 136 Electric Meter (Mar. 4, 2015).

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

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

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

All Con Edison rates by classification are available on its website ([www.coned.com](http://www.coned.com)) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.<sup>5</sup>

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a six-year period for each unit.<sup>6</sup>

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

The Applicant's HEFPA compliance plan is attached.<sup>7</sup>

**D. Submetering Identification Form**

The Applicant's completed Submetering Identification Form is attached.<sup>8</sup>

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

Since the Notice concerns new construction of condominium units, this provision is not applicable to the Building.<sup>9</sup>

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

The Applicant certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds, provided that

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<sup>5</sup> See 16 NYCRR § 96.1 (i).

<sup>6</sup> See 16 NYCRR § 96.6 (j).

<sup>7</sup> See Exhibit 2.

<sup>8</sup> See Exhibit 3.

<sup>9</sup> See Case 15-E-0379, *Notice of Intent of Bridge Land Hudson, LLC to Submeter Electricity at 261 Hudson Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (April 28, 2016), at 2 n.2 (holding that 16 NYCRR § 96.5 [e] is not applicable to a submetering application involving a new construction building).

the submeterer has such contact information for such resident, shall be included in plain language in all leases or agreements governing the submetered premises.<sup>10</sup>

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

A copy of the letter sent by the Applicant to Con Edison, to which this Notice was attached, is attached.<sup>11</sup>

**H. Documentation regarding refrigerators in all rental dwelling units**

Since the Notice concerns new construction of condominium units, this provision is not applicable to the Building.<sup>12</sup> Nevertheless, for information concerning the refrigerators and other appliances in the condominium units in the Building see Section I below.

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

The Building will feature many energy-efficiency measures. For example, all condominium units will have LED lighting, high-performance curtain walls and windows, and ENERGY STAR® rated refrigerators, freezers, wine coolers, dishwashers, and clothes washers and dryers. Each unit will also be equipped with smart home controls for lighting and thermostats. These smart home controls will provide residents with the ability to control the lighting and thermostat settings within their residence directly from their cell phones.

Additionally, the Building's common areas will feature LED lighting and occupancy sensors and timer switches, and the lobby and amenity spaces will feature daylight harvesting

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<sup>10</sup>The Building's draft Rules and Regulations concerning submetering are attached as Exhibit 4. The Applicant anticipates that the Board will adopt these draft Rules and Regulations, with, at most, minor modification(s), prior to the closing of any condominium units in the Building.

<sup>11</sup> See Exhibit 5.

<sup>12</sup> See Case 15-E-0198, *Petition of 56th and Park (NY) LLC to Submeter Electricity at 432 Park Avenue, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (May 25, 2016), at 2 n.4 (holding that 16 NYCRR § 96.5 [h] is not applicable to a submetering application involving a new construction condominium).

technology, which automatically adjusts artificial lighting to complement available natural sunlight.

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

Upon purchasing a residential unit, residents will be provided with certain energy-efficiency and conservation information.<sup>13</sup>

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

As a condominium, this provision is not applicable to the Building.

**L. Information if the building is an electric heat property**

The Building is not an “electric heat”<sup>14</sup> property.

Heating in the condominium units will be provided by a central Aerco International natural gas-fired condensing boiler, which then distributes heat to the individual units by a four-pipe fan coil system. As mentioned above, residents in each unit will be able to control heating and cooling through the use of smart home controls. Residents will only be responsible for the electricity used to operate the fan in the fan coil system in each unit. The Commission has previously determined that a similar heating system did not meet the definition of “electric heat.”<sup>15</sup> Further, those condominium units with bathrooms adjacent to the exterior walls will contain electric radiant floor heating as a discretionary source of supplemental heat in the

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<sup>13</sup> See Exhibit 6.

<sup>14</sup> 16 NYCRR § 96.1 (f).

<sup>15</sup> See Case 13-E-0238, *Petition of 500 West 30<sup>th</sup> LLC Notice of Intent to Submeter Electricity at 500 West 30<sup>th</sup> Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Sept. 25, 2013), at 2 n.2 (noting that an HVAC system that operates through a fan coil that will transfer air over a hot water coil to provide heating does not constitute electric heat); see also Case 14-E-0126, *Petition of EBNB 70 Pine Owner LLC to Submeter Electricity at 70 Pine Street, New York, NY, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Jan. 14, 2015), at 2 n.2 (noting that use of water source heat pumps requiring tenants to pay for the electricity necessary to operate apartment unit fans does not constitute electric heat).

bathroom. The Commission has previously held that a similar discretionary supplemental heating source did not meet the definition of “electric heat.”<sup>16</sup>

In sum, the Building is not an “electric heat” property.

**M. Information if the building is a conversion from direct metering**

This provision is not applicable to the Building.<sup>17</sup>

**N. Other information required by prior Commission Order**

This provision is not applicable to the Building.

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<sup>16</sup> See Case 13-E-0238, *Petition of 500 West 30<sup>th</sup> LLC Notice of Intent to Submeter Electricity at 500 West 30<sup>th</sup> Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (Sept. 25, 2013), at 2 n.2 (holding that “[t]he residential units will not be electrically heated” where the “[r]esidential units with bathrooms located on exterior walls with windows will have small resistance heaters which may be used by occupants at their discretion”).

<sup>17</sup> See Case 15-E-0379, *Notice of Intent of Bridge Land Hudson, LLC to Submeter Electricity at 261 Hudson Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (April 28, 2016), at 2 n.2 (holding that 16 NYCRR § 96.5 [m] is not applicable to a submetering application involving a new construction building).



## CONCLUSION

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

DATED:        June 9, 2016  
                 Albany, New York

Respectfully submitted,

/s/ John T. McManus  
John T. McManus  
Aubrey A. Roman  
HARRIS BEACH PLLC

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Albany, New York 12206  
(518) 427-9700  
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*Attorneys for 28th Highline  
Associates, LLC*

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

Notice of Intent of 28th Highline Associates, )  
LLC to Submeter Electricity at 520 West )  
28th Street, New York, New York 10001, )  
Located in the Territory of Consolidated )  
Edison Company of New York, Inc. )


Case No. 16-E-\_\_\_\_\_

**VERIFICATION**


State of New York )  
 ) SS.:  
County of New York )

I, Greg Gushee, an authorized signatory for 28th Highline Associates, LLC in the above-entitled proceeding, have read the foregoing Amended Notice of Intent of 28th Highline Associates, LLC to Submeter Electricity at 520 West 28th Street, New York, New York 10001 and know the contents thereof and that the same is true and accurate to the best of my knowledge, information, and belief.

DATED: June 9, 2016

  
Greg Gushee  
Vice President  
28th Highline Associates, LLC

Sworn to before me this  
9 day of June 2016

  
Notary Public Pearl Buitron  
Notary Public, State of New York  
#01BU6114488  
Qualified in Queens County  
Commission Expires August 16, 2016

# EXHIBIT 1

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

I hereby certify, that 28TH AND 10TH ASSOCIATES, L.L.C. a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 10/12/2012. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.

A Certificate of Amendment 28TH AND 10TH ASSOCIATES, L.L.C., changing its name to 28TH HIGHLINE ASSOCIATES, L.L.C., was filed 03/14/2013.



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*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 01st day of June two  
thousand and sixteen.*

*Anthony Giardina*

Executive Deputy Secretary of State

# EXHIBIT 2

## **NOTIFICATION OF RIGHTS AND PROCEDURES**

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [ ], in Case [ ]: Notice of Intent to Submeter Electricity at 520 West 28th Street, New York, New York 10001, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 520 West 28th Street, New York, New York 10001, is a submetered facility. 28th Highline Associates, LLC (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions or complaints concerning your electricity bill, please contact the Owner through the Management Office by telephone at (212) 801-1000 or by mail at 28th Highline Associates, LLC, c/o Related Companies 60 Columbus Circle, 19th Floor, New York, New York 10023. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

The electricity bills that you receive show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility’s (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

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

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

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

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

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

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

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

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



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

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

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

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

**SPECIAL PROTECTIONS  
REGISTRATION FORM**

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

**Management Office  
60 Columbus Circle, 19th Floor  
c/o 28th Highline Associates, LLC  
New York, New York 10023**

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

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Name

---

Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

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Account Number (as shown on bill)

**I would like to be considered for Special Protections.**

In my household (Check):

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

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- ☐ Unit occupant has a Life Support Hardship (type):  

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**I receive government assistance.**

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

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

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**Please send me more information about:**

- ☐ Balanced billing

**To Be Completed by Third Party**

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

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Caregiver/Agency

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Address

---

Apartment

---

Town/City

---

Zip

---

Telephone # Daytime

---

Evening

---

Designee Signature

## **PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES**

### **Step 1: Receive Master Utility Invoice**

The Owner and/or its third-party billing company (individually or collectively, the “Owner”) shall process the master invoice received from the utility (Consolidated Edison Company of New York, Inc.) and/or energy services company and note the date it was received.

### **Step 2: Mail Utility Bill to Residents**

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. Payment is due within five (5) days from receipt of the submetering bill. A late charge will be applied if payment is not received within twenty (20) days of the date payment is due.

### **Step 3: Identify Past Due Accounts**

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

### **Step 4: Negotiation of Deferred Payment Agreement**

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

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

During the meeting, the Owner and the resident will:

- Review the resident’s income, assets, and reasonable monthly expenses.
- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident’s financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the Owner expects that the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, the Owner will send the resident the Deferred Payment Agreement for his or her signature.

#### **Step 5: Default of a Deferred Payment Agreement Obligation**

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before the Owner can seek to terminate the resident's electricity. These actions include:

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

#### **Step 6: Final Termination Notice with Executed Deferred Payment Agreement**

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*, which must include a copy of the *Notification of Rights and Procedures* and *Special Protections Registration Form*. Additionally, the Owner will send two executed *Deferred Payment Agreements* at this time. Since the resident did not participate in a negotiation, the Owner may insert a reasonable amount for monthly payment.

**Step 7: Review for Special Protections**

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

**Step 8: Termination of Electricity Service**

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

## **DEFERRED PAYMENT AGREEMENT PACKAGE**

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

## A. DEFERRED BILLING AGREEMENT OPTION OFFER LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at (212) 801-1000 for the purpose of discussing your potential right to a Deferred Payment Agreement for the outstanding electricity charges on your account. Should you decide to accept this offer, you must return one (1) signed copy of this letter to the Management Office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included: one for your signature and return to the Management Office at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023, and one for your records.

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

☐ **YES,**

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

**Resident Signature:** \_\_\_\_\_

**Apt #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OR**

☐ **NO,**

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

**Resident Signature: :** \_\_\_\_\_

**Apt #:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Payment Agreement Appointment

Dear Resident:

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

We have scheduled your appointment at the Management Office for:

**Date:**

**Time:**

**Location:**

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

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

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

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

---

**CONFIDENTIAL: Deferred Payment Agreement Worksheet**

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Date: \_\_\_\_\_ Apt #: \_\_\_\_\_

Resident's Name: \_\_\_\_\_

---

**Monthly Income Calculation**

Income Source:

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

Avg. Monthly Income: \_\_\_\_\_

---

**Asset Calculation:**

Asset Source:

Avg. Checking and Savings Accounts Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	

Total Assets: \_\_\_\_\_

---

**Applicable Monthly Expense:**

Rent	
Grocery Expense	
Basic Telephone Expense	
Medical Expenses	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses	

Total Expenses: \_\_\_\_\_

Avg. Monthly Income: \_\_\_\_\_

Avg. Expenses: \_\_\_\_\_

Avg. Monthly Disposal Income: \_\_\_\_\_

---

**Down payment may be required**

Monthly Payment	
Number of Payments	
Total Amount Due	

---

**Resident Signature:**

By my signature above I hereby certify that the documents provided to landlord in the calculations of this worksheet are correct and accurate.

## C. DEFERRED PAYMENT AGREEMENT

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

The total amount owed to 28th Highline Associates, LLC (the "Owner") on this account as of MM/DD/YYYY is \$XX.XX.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Owner may terminate your electricity service. If you do not sign this agreement or pay the total amount due of \$ XX.XX by MM/DD/YYYY, the Owner may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Owner through the Management Office by telephone at (212) 801-1000 or by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023.**

Payment of Outstanding Balance:

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

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

**Yes! I would like Budget Billing:** ☐

Acceptance of Residential Payment Agreement:

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

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

_____	_____
<b>Resident</b>	<b>Date</b>

_____	_____
<b>28th Highline Associates, LLC</b>	<b>Date</b>

## **D. PAST DUE REMINDER NOTICE**

RESIDENT:

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ADDRESS:

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ACCOUNT NO.:

---

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

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact 28th Highline Associates, LLC (the “Owner”) through the Management Office by telephone at (212) 801-1000 or by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

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

## E. DEMAND FOR FULL PAYMENT

RESIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
ACCOUNT NO.: \_\_\_\_\_

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (“DPA”), which obligated you to make a down payment of **\$XX.XX** by **MM/DD/YYYY** and regular payments of **\$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As such, 28th Highline Associates, LLC (the “Owner”) now makes this demand for full payment of the total amount owed, **\$XX.XX**, and provides you with a *Final Termination Notice*, enclosed herewith.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact the Owner through the Management Office by telephone at (212) 801-1000, because a new payment agreement may be available.

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

Before DHRA will provide assistance, a customer must generally provide the Owner with information showing assets, income, and expenses to evaluate whether the customer is entitled to a new payment agreement. If you would like to provide the Owner with this information, please contact the Management Office by telephone at (212) 801-1000 or by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023.

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

**Management Office  
60 Columbus Circle, 19th Floor  
c/o 28th Highline Associates, LLC  
New York, New York 10023**

Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Account No.: \_\_\_\_\_

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

## **BUDGET BILLING PLAN**

Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Account No.: \_\_\_\_\_

As set forth below, 28th Highline Associates, LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the “Plan”).

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

This monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is \_\_\_\_\_ kWh, based on your or the premises’ last 12 months of actual consumption.

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

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

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe the Owner a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

**[ ] Yes! I would like budget billing and agree to the terms of the Plan.**

**Acceptance of Agreement:**

---

**Resident**

**Date**

---

**28th Highline Associates, LLC**

**Date**

**Return one signed copy to the Owner through the Management Office by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023, by MM/DD/YYYY.**



## **HEFPA QUARTERLY BILLING AGREEMENT**

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Under this plan, 28th Highline Associates, LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (the “Plan”).

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

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

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

**[ ] Yes! I would like Quarterly Billing.**

**Acceptance of Agreement:**

<hr/>	<hr/>
<b>Resident</b>	<b>Date</b>

<hr/>	<hr/>
<b>28th Highline Associates, LLC</b>	<b>Date</b>

**Return one signed copy to the Owner through the Management Office by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023, by MM/DD/YYYY.**

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

---

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Dear Resident:

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact 28th Highline Associates, LLC through the Management Office by telephone at (212) 801-1000 or by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

28th Highline Associates, LLC

## **FINAL TERMINATION NOTICE DATED: MM/DD/YYYY**

---

Resident: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Dear Resident:

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

If you disagree with the amount owed, you may call or write 28th Highline Associates, LLC (the "Owner") through the Management Office by telephone at (212) 801-1000 or by mail at 60 Columbus Circle, 19th Floor, c/o 28th Highline Associates, LLC, New York, New York 10023, or you may contact the Public Service Commission at (800) 342-3377.

**THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.**

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

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

Sincerely,

28th Highline Associates, LLC

Enclosures

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

# EXHIBIT 3



New York State Public Service Commission  
Office of Consumer Services



Submetering Identification Form

Name of Entity: 28th Highline Associates, LLC			Corporate Address: 60 Columbus Circle, 19th Floor		
City: New York	State: NY	Zip: 10023	Web Site: www.related.com		
Phone: (212) 801-1000			Utility Account Number: N/A*		
Chief Executive: Greg Gushee			Account Holder Name: N/A*		
Phone: (212) 801-1000			E-mail: N/A*		
DPS Case Number: N/A*			N/A* indicates unknown at this time.		

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name: Leslie Torres			Name: Charlotte Matthews		
Phone: (212) 801-3463			Phone: (212) 801-1000		
Fax: (212) 593-5793			Fax: (212) 801-1036		
E-mail: leslie.torres@related.com			E-mail: charlotte.matthews@related.com		
Address: 423 West 55th Street			Address: 60 Columbus Circle, 19th Floor		
City: New York	State: NY	Zip: 10019	City: New York	State: NY	Zip: 10023

**We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints:** submeteringcomplaint@related.com

Name of Property: N/A*			Address: 520 West 28th Street		
City: New York	State: NY	Zip: 10001			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens _ Disabled _			Total # of Units 39		
Rent Stabilized _	# Rent Controlled _		# Rent-Regulated _	# Market Rate 39	
Rental: Y/N No		Condo: Y/N Yes	Co-Op: Y/N No		
# Low Income _	# Section 8 _		# Landlord Assist Program _	# Other _	
Submeter / Billing Agent: TBD			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350  
E-mail: secretary@dps.ny.gov

(Rev. 8/12/13)

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

# EXHIBIT 4

## BUILDING RULES AND REGULATIONS CONCERNING SUBMETERING

1. The following Building Rules and Regulations concerning submetering are applicable only to submetered electricity.

(a) On [REDACTED], in Case [REDACTED]: Notice of Intent of 28th Highline Associates, LLC to Submeter Electricity at 520 West 28th Street, New York, New York 10001, Located within the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission approved the Building to submeter electricity to the Unit Owners. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, and/or energy services company, and/or on-site distributed energy resource(s) (individually or collectively, the "distribution utility") will provide electricity to the Building, the consumption of which will be measured through the use of a submeter in each Unit. Each Unit in the Condominium will receive a monthly bill from the Condominium Board or its third-party billing company for the submetered electric service.

(b) Pursuant to Section [REDACTED] of the By-Laws of [REDACTED] Condominium, each Unit Owner shall pay for the use of electricity at their respective Unit on the basis of a separate submetered electric charge. In the event of non-payment of submetered electric charges, the Condominium Board shall afford the Unit Owner all notices and protections available pursuant to Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment is commenced, including, but not limited to, termination of service.

(c) The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Unit Owner's kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

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

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

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

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

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

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

**Sales Tax:** The current New York State ("NYS") sales tax.

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

<b>Type of Charge</b>	<b>Calculation</b>	<b>Total</b>
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
<b>Unit Owner's Cost</b>		<b>\$ZZ.ZZ</b>

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

In no event will the total rate for a billing period (including any monthly administrative charge) exceed Con Edison's tariff residential rate for direct metered service to such residents (*see* 16 NYCRR § 96.1 [i]).

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

(d) If the Unit Owner has a question about the submetered electricity bill or believes it is inaccurate, he or she will contact the Condominium Board by telephone at (212) 801-1000, or by mail at 28th Highline Associates, LLC, c/o Related Companies 60 Columbus Circle, 19<sup>th</sup> Floor, New York, New York 10023. The Condominium Board or its third-party billing company, as a representative of the Condominium Board, shall investigate and respond to the Unit Owner in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Unit Owner shall be advised of the disposition of the complaint and the reason therefore. If the Unit Owner and the Condominium Board cannot reach an equitable agreement and the Unit Owner continues to believe the complaint has not been adequately addressed, then the Unit Owner may file a complaint with the Public Service Commission (the "PSC") through the Department of Public Service. Alternatively, the Unit Owner may contact the PSC at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State



Plaza, Albany, New York 12223, by telephone at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

(e) As a residential customer for submetered electricity, the Unit Owner will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: New York State Public Service Commission, 90 Church Street, New York, NY 10007, (212) 417-2234, (800) 342-3377, [www.dps.ny.gov](http://www.dps.ny.gov). The Unit Owner may contact the Department of Public Service at any time if dissatisfied with the Condominium Board's response to a complaint or at any time regarding submetered service.

(f) The Unit Owner may request balanced billing for the Unit's submetered electricity charges. Balanced billing divides the electricity costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Unit Owner shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid.

(g) If the Unit Owner has difficulty paying the submetered electricity bill, the Unit Owner may contact the Condominium Board in order to arrange for a deferred payment agreement, whereby the Unit Owner may be able to pay the balance owed over a period of time. If the Unit Owner can show financial need, the Condominium Board can work with the Unit Owner to determine the length of the agreement and the amount of each monthly payment.

(h) Regardless of the Unit Owner's payment history relating to the Unit Owner's submetered electricity bills, the Unit Owner's submetered electricity service will be continued if the Unit Owner's health or safety or the health or safety of someone living in the Unit is threatened. When the Condominium Board becomes aware of such hardship, the Condominium Board can refer the Unit Owner to the Department of Social Services. The Unit Owner shall notify the Condominium Board if either of the following conditions exist: (i) a medical emergency, substantiated by a medical certificate from a doctor or local board of health; or (ii) the Unit Owner and/or those living in the Unit suffer from a medical condition requiring electricity service to operate a life-sustaining device, where a medical certificate from a doctor or local board of health demonstrates this necessity.

(i) Special protections may be available to the Unit Owner. Such protections may be available if the Unit Owner and those living with the Unit Owner are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If the Unit Owner is age sixty-two (62) or older, the Unit Owner may be eligible for quarterly billing for the Unit Owner's submetered electric charges. The Unit Owner may designate a third party as an additional contact to receive notices of past due balances for the Unit Owner's electric charges.

(j) Any submetering refunds will be credited to a submetered Unit Owner affected by the Condominium Board's actions that led to such refunds provided that the Condominium Board has such contact information for such Unit Owner.

(k) The Unit Owner agrees that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical

installations serving the Unit. The Unit Owner shall not make any alterations, modifications, or additions to the electrical installations serving the Unit.

(l) The Condominium Board shall have the right to suspend submetered electricity service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Condominium Board's judgment for as long as may be reasonably required by reason thereof and the Condominium Board shall not incur any liability for any damage or loss sustained by the Unit Owner or any other occupant of the Unit as a result of such suspension. The Condominium Board shall not in any way be liable or responsible to the Unit Owner or any other occupant for any loss, damage, cost, or expense that the Unit Owner or any occupant of the Unit may incur if either the quantity or character of electricity service is changed or is no longer available or suitable for the Unit Owner's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the distribution utility serving the Building or for any reason or circumstances beyond the Condominium Board's control. Except as may be provided by applicable law, the Unit Owner shall not be entitled to any credit or refund because of a stoppage, modification, interruption, suspension, limitation, or reduction of electricity service to the Unit.

(m) If the Condominium Board or its third-party billing company fails to deliver a bill to the Unit Owner for the use of submetered electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Condominium Board's right to subsequently deliver or cause its third-party billing company to deliver such a bill to the Unit Owner, nor shall any such failure relieve or excuse the Unit Owner from having to pay to such bill, except as may otherwise be provided by applicable law.

# EXHIBIT 5

# 520 WEST 28TH

June 3, 2016

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

**Re: Notice of Intent of 28th Highline Associates, LLC to Submeter Electricity at 520 West 28th Street, New York, New York 10001, Located in the Territory of Consolidated Edison Company of New York, Inc.**

Dear Mr. Glasser:

Please be advised that on June 3, 2016, 28th Highline Associates, LLC submitted to the New York State Public Service Commission a Notice of Intent to Submeter Electricity at 520 West 28<sup>th</sup> Street, New York, New York 10001, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this Notice.

Thank you for your attention in this matter.

Sincerely,

28th Highline Associates, LLC

/s/ Greg Gushee

Signature

By: Greg Gushee, Authorized Signatory

Name (printed), Title

28th Highline Associates, LLC

Company Name

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

# EXHIBIT 6

# RELATED'S COMMITMENT TO GREEN LIVING

## Our Commitment to Green Operations

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

## Our Commitment to Sustainable Development

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



### R-Earth<sup>SM</sup>

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

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



### Building Recycling

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



### Dry Cleaning & Housekeeping

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



### Partnerships

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



### Related Personal Assistant

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

Related Personal Assistant not available at all properties



### Events

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



### Communications

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



### Have a Question or Suggestion?

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

# TIPS FOR A GREENER LIFESTYLE

Click on the icons for suggested resources.

## REDUCE & REUSE

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



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



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



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



## SHOPPING

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



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



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



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



## CLEANING

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



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



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



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



## ENERGY

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



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



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



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



## DID YOU KNOW

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

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

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

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