

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**Petition of RXR 91 Dekalb Owner LLC to)
Submeter Electricity at 89 Dekalb Avenue,)
Brooklyn, New York 11201, Located in the)
Territory of Consolidated Edison Company)
of New York, Inc.)**

Case No. 24-E-_____

PETITION TO SUBMETER ELECTRICITY

Pursuant to 16 NYCRR § 96.3 (b), RXR 91 Dekalb Owner LLC (the Applicant)¹ submits this Petition to Submeter Electricity (the Petition) to 324 new residential units located at 89 Dekalb Avenue, Brooklyn, New York 11201 (the Building), which is within Consolidated Edison Company of New York, Inc.'s (Con Edison) service territory. The Building is new construction with an expected initial move in date for residents of October 2025.²

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

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

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

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

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

The Applicant will install SATEC Inc.’s BFM 136 submeters in the Building (the BFM 136 system). The Commission has approved the BFM 136 system for use in residential submetering applications in New York State.³ The BFM 136 system is capable of terminating electric service to an individual residential unit without accessing the unit. In addition, the Applicant is aware that the Department of Public Service’s rules and regulations prohibit “cross-wiring (for example, through a shared meter)” in submetered premises.⁴

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

The rate calculation to be used is the Con Edison Service Classification No. 1 for direct metered service. Specifically, bills will be calculated by multiplying a resident’s kilowatt hour (kWh) usage by the Con Edison Service Classification No. 1 rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 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): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

³ Case 14-E-0203, *Petition of SATEC, Inc. for Approval of BFM Electric Multi-Channel Meter*, Order Regarding SATEC BFM 136 Electric Meter (issued Mar. 4, 2015).

⁴ 16 NYCRR § 96.6 (k).

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 No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$AA.AA
kWh	.XXXXXX times 250 kWh	\$AA.AA
SBC	.XXXXXX times 250 kWh	\$AA.AA
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$AA.AA
Subtotal		\$BB.BB
Utility Tax	.XXXXXX times Subtotal BB.BB	\$CC.CC
New Subtotal		\$DD.DD
Sales Tax	New Subtotal DD.DD times .045000	\$EE.EE
	New Subtotal DD.DD plus EE.EE	\$FF.FF
Total Tenant Cost		\$GG.GG

All Con Edison rates by classification are available on its website (www.coned.com) under "Rates and Tariffs." The applicable 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 but excluding sales tax) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly situated, direct-metered residential customers.⁵

The Applicant or its third-party electric billing company will read the meters and process a 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.⁶

Residents 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 Nos. 255, 255.1). If residents receive benefits under Supplemental

⁵ See 16 NYCRR § 96.1 (i).

⁶ See 16 NYCRR § 96.6 (j).

Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, they will be advised to alert the Submeterer by telephone or in writing and the Submeterer will work with the resident to determine eligibility.

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

The Applicant's HEFPA compliance plan is attached.⁷

D. Submetering Identification Form

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

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

Since this Petition concerns new construction of residential units, this provision is not applicable.⁹

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

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

⁷ See Exhibit 2.

⁸ See Exhibit 3.

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

¹⁰ See Exhibit 4 for a copy of the Applicant's Rider to Lease: Submetering.

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

A copy of the Applicant's cover letter sent to Con Edison with this Petition is attached.¹¹

H. Documentation regarding refrigerators in all rental dwelling units

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

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

The Building will feature many new energy-efficiency measures. For example, the Building's residential units are designed to include ENERGY STAR[®] rated refrigerators (Fisher & Paykel Models RF135BDRJX4 and RF170WDRJX5), ENERGY STAR[®] rated dishwashers (GE Models GDT225SSLSS and PDT145SSLSS), and ENERGY STAR[®] rated washing machines (GE Model GFW148SSMWW). Furthermore, the residential units will be equipped with Honeywell T6 Pro Z-Wave programmable thermostats that allow for controlling the temperature at which residents maintain their units.¹³ All common area lighting will be controlled through vacancy sensors that enable the lights to power down when no residents are present. The Building will also be equipped with high efficiency LED lighting throughout, and the plumbing fixtures are low flow.

¹¹ See Exhibit 5 for a copy of the Applicant's letter sent to Con Edison.

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

¹³ In satisfaction of 16 NYCRR § 96.5 (l) (2), attached as Exhibit 6 is a copy of the cut sheet for the Heating, Ventilation, and Air Conditioning system, which includes information regarding the thermostats that will be utilized at the Building.

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

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

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

This provision is not applicable to the Building. The Building contains 30% affordable rental units qualifying for the New York Real Property Tax Law (RPTL) 421-a tax exemption program (known as the 421-a program) administered by the New York City Department of Housing and Preservation Development.¹⁵ All 97 affordable units will be reserved for residents earning, on average, 130% of the Area Median Income or AMI. The Building's remaining 227 units are market rate.

Accordingly, although some residential units will be subject to AMI requirements, none of the units will be reserved exclusively for residents at or below the AMI. Thus, in keeping with Commission precedent under similar facts, this "income-based housing assistance" provision is not triggered.¹⁶ Therefore, this provision is not applicable.

¹⁴ See Exhibit 7.

¹⁵ See <https://www.nyc.gov/site/hpd/services-and-information/tax-incentives-421-a.page#:~:text=The%20New%20421%2Da%20Program,yet%20received%20421%2Da%20benefits> [last accessed Feb. 10, 2023]. New York City Housing Preservation and Development determines eligibility and approves application for the 421-a program, and the New York City Department of Finance administers the benefits.

¹⁶ See e.g. Case 19-E-0499, *Notice of Intent and Waiver Request of 123 Linden LLC to Submeter Electricity at 123 Linden Boulevard, Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Other Authorizing Submetering (issued Nov. 20, 2019), at 4 (holding that a new rental building's reservation of approximately 30% of the units for individuals earning up to 130% of the AMI does not constitute "income-based housing assistance" as contemplated by 16 NYCRR 96.5 (k) because "participants may earn up to and [] above the area median income"); Case 20-E-0502, *Notice of Intent of CJ Plaza One LLC to Submeter Electricity at 147-40 Archer Avenue, Jamaica, New York 11435, Located in the Territory of Consolidated Edison Company of New York, Inc.*, One Commissioner Order Authorizing Submetering (issued June 23, 2021) (holding that submetering at a new rental building, where less than 20% of residential units were reserved for individuals earning less than the AMI, was approved without discussion of income-based housing assistance provisions).

L. Information if the Building is an “electric heat property”

The Building’s units will utilize “electric heat.”¹⁷ Specifically, the units will be heated and cooled with electrically powered, air-sourced single package vertical heat pumps (Ephoca Model AIO AVK10R3H2-TPG) (the SPVHP equipment). As employed at the Building, the SPVHP equipment will consist of a compressor that heats (or cools) refrigerant—the SPVHP’s primary heating and cooling source. In turn, the refrigerant heats coils that warm the surrounding air. This hot air is then blown into the units. Each unit’s submeter will measure the electricity used by the corresponding SPVHP to heat the unit. As mentioned above, residents will be able to control the temperature in their unit with a Honeywell T6 Pro Z-Wave programmable thermostat.

Information if the Building is a conversion from direct metering

This provision is not applicable to the Building.

M. Other information required by prior Commission Order

This provision is not applicable to the Building.

¹⁷ 16 NYCRR § 96.1 (f).

CONCLUSION

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

DATED: March 5, 2024
Albany, New York

Respectfully submitted,

/s/ John T. McManus

John T. McManus
Aubrey A. Ohanian
HARRIS BEACH PLLC
677 Broadway
Albany, New York 12206
(518) 427-9700
jmcmanus@harrisbeach.com
aohanian@harrisbeach.com

*Attorneys for RXR 91 Dekalb Owner
LLC*

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**Petition of RXR 91 Dekalb Owner LLC to)
Submeter Electricity at 89 Dekalb Avenue,)
Brooklyn, New York 11201, Located in the)
Territory of Consolidated Edison Company)
of New York, Inc.)**

Case No. 24-E-_____

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

I, Todd Rechler, an authorized signatory for RXR 91 Dekalb Owner LLC in the above-entitled proceeding, have read the foregoing Petition of RXR 91 Dekalb Owner LLC to Submeter Electricity at 89 Dekalb Avenue, Brooklyn, New York 11201 and know the contents thereof and that the same is true and accurate to the best of my knowledge, information, and belief.

DATED: March 5, 2024

Todd Rechler

Todd Rechler

Sworn to before me this
5th day of March 2024

Jeanne Mucci

Notary Public

JEANNE MUCCI
Notary Public
Nassau County
State of New York
Commission Expires 3/30/2027

EXHIBIT 1

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

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

Entity Name: RXR 91 DEKALB OWNER LLC
DOS ID Number: 6880127
Entity Type: FOREIGN LIMITED LIABILITY COMPANY
Entity Status: AUTHORIZED
Date of Initial Filing with DOS: 06/16/2023

Statement Status: CURRENT
Statement Due Date: 06/30/2025

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



WITNESS my hand and official seal of the Department of State,
at the City of Albany, on November 15, 2023 at 05:21 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100004675652 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

EXHIBIT 2

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act (HEFPA) and the order issued by the New York State Public Service Commission on [XX], in Case 24-E-[XXXX]: Petition of RXR 91 Dekalb Owner LLC at 89 Dekalb Avenue, Brooklyn, New York 11201, 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 located at 89 Dekalb Avenue, Brooklyn, New York 11201 (the Building) is a submetered facility. RXR 91 Dekalb Owner LLC (the Owner) is the owner of the Building. The Owner, itself or through its managing agent (together with the Owner, the Submeterer), is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Submeterer prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Submeterer or its third-party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer

cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, by facsimile at (212) 417-2234, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours (kWh) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges but excluding sales tax) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Submeterer 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 Submeterer. Usted tiene el derecho de solicitar información en facturas e informativos en Español. Para solicitar información en español, póngase en contacto con el Submeterer.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously

paid. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

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

You may qualify for a 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 Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer 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 Submeterer 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 Submeterer a financial need, the Submeterer can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Submeterer will make reasonable efforts to help you find a way to pay your bill.

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

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is suffering from a medical emergency.

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

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

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

You may designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such designation, please complete the relevant portion of your Special Protections Form attached to your annual Home Energy Fair Practices Act disclosure and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.

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

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**RXR 91 Dekalb Owner LLC
625 RXR Plaza, Uniondale, New York 11553**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address

Unit #

Town/City

Zip

Telephone # Daytime

Evening

Account # (as shown on bill)

I, the Unit Occupant, would like to be considered for Special Protections because (check all that apply):

- ☐ I am 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
- ☐ I am, or a person residing with me is, blind (legally or medically)
- ☐ I have, or a person residing with me has, a permanent disability (type):

-
- ☐ I have, or a person residing with me has, a medical hardship (type):

-
- ☐ I have, or a person residing with me has, a life support hardship (type):
-

I, the Unit Occupant, receive government assistance.

- ☐ I receive public assistance. My case number is:

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

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such a designation, please so indicate in the relevant box(es) below and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.

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

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Submeterer and/or its third-party billing company (individually or together for purposes of this procedure, the Submeterer) shall process the master invoice(s) received from the distribution utility (Consolidated Edison Company of New York, Inc.), another local utility, energy services company, and/or local distributed energy resource(s) and note the date it was received.

Step 2: Mail Utility Bill to Residents

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

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

Step 3: Identify Past Due Accounts

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

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

Step 4: Negotiation of Deferred Payment Agreement

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

- Meeting 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 Submeterer and the resident will:

- Review the resident's income, assets, and reasonable monthly expenses.

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

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

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

Step 5: Default of a Deferred Payment Agreement Obligation

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

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

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

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

Step 7: Review for Special Protections

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

Step 8: Termination of Electricity Service

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Submeterer has followed these procedures, the Submeterer may terminate such resident's electricity service. If special protections apply, the Submeterer may have to take additional steps before service may be terminated 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, RXR 91 Dekalb Owner LLC (the Submeterer) is required to provide you an opportunity to visit our office and meet with our designated staff member, or to call us by telephone at (516) 506-6000 for the purpose of discussing your potential right to a *Deferred Payment Agreement* for the outstanding electricity charges on your account. Should you decide to accept this offer, you must return one (1) signed copy of this letter to us within five (5) days from the date of this letter indicating your request for an appointment to negotiate a *Deferred Payment Agreement* with us.

Two copies of this offer are included: one for your signature and return to the Submeterer at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553, and one for your records.

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

☐

YES,

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

Resident Signature: _____

Unit #: _____ **Date:** _____

OR

☐

NO,

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

Resident Signature: _____

Unit #: _____ **Date:** _____

B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

Re: Deferred Payment Agreement Appointment

Dear Resident:

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

We have scheduled your appointment at our management office for:

Date:

Time:

Location or Call-in Number:

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

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

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

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

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ Unit #: _____

Resident's Name: _____

Monthly Income Calculation

Income Source:

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

Avg. Monthly Income: _____

Asset Calculation:

Asset Source:

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

Total Assets: _____

Applicable Monthly Expense:

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

Total Expenses: _____

Avg. Monthly Income: _____

Avg. Expenses: _____

Avg. Monthly Disposal Income: _____

Down payment may be required

Monthly Payment	
Number of Payments	
Total Amount Due	

Resident Signature:

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

C. DEFERRED PAYMENT AGREEMENT

Resident: _____
Address: _____
Account No.: _____

The total amount owed to RXR 91 Dekalb Owner LLC (the Submeterer) on this account as of **MM/DD/YYYY** is **\$XX.XX**.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Submeterer may terminate your electricity service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, the Submeterer may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Submeterer by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553.**

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

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

Resident

Date

RXR 91 Dekalb Owner LLC

Date

D. PAST DUE REMINDER NOTICE

RESIDENT: _____
ADDRESS: _____
ACCOUNT NO.: _____

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

If you are unable to meet the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact RXR 91 Dekalb Owner LLC (the Submeterer) by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

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

E. DEMAND FOR FULL PAYMENT

RESIDENT: _____
ADDRESS: _____
ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (DPA), which obligated you to make a down payment of **\$XX.XX** by **MM/DD/YYYY** and regular payments of **\$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As such, RXR 91 Dekalb Owner LLC (the Submeterer) now makes this demand for full payment of the total amount owed, **\$XX.XX**, and provides you with a *Final Termination Notice*, enclosed herewith.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact the Submeterer by telephone at (516) 506-6000, 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 Submeterer with information showing assets, income, and expenses to evaluate whether the customer is entitled to a new payment agreement. If you would like to provide the Submeterer with this information, please contact the Submeterer by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S
INABILITY TO PAY

RXR 91 Dekalb Owner LLC
625 RXR Plaza, Uniondale, New York 11553

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, RXR 91 Dekalb Owner LLC (the Submeterer) agrees to provide submetered electric service in return for your agreement to make payments according to the terms of this Budget Billing Plan (the Plan).

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

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

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

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

Periodically, the Submeterer or its third-party billing company will review the Plan for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, you will be issued a credit to your account.

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

Acceptance of Agreement:

Resident

Date

RXR 91 Dekalb Owner LLC

Date

Return one signed copy to the Submeterer through the Management Office by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____
Address: _____
Account No.: _____

Under this plan, RXR 91 Dekalb Owner LLC (the Submeterer) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (the Plan).

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

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

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

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

Acceptance of Agreement:

Resident	Date
RXR 91 Dekalb Owner LLC	Date

Return one signed copy to the Submeterer through the Management Office by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553, 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 RXR 91 Dekalb Owner LLC by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553. 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,

RXR 91 Dekalb Owner LLC

FINAL TERMINATION NOTICE DATED: MM/DD/YYYY

Resident: _____
Address: _____
Account No.: _____

Dear Resident:

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

If you disagree with the amount owed, you may call or write RXR 91 Dekalb Owner LLC (the Submeterer) by telephone at (516) 506-6000 or by mail RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553, or you may contact the Public Service Commission by telephone at (800) 342-3377.

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

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

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

Sincerely,

RXR 91 Dekalb Owner LLC

Enclosures:

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

EXHIBIT 3



Submeterer Identification Form

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

Date: _____ DPS Case Number: _____

Submeterer Information

Service Address of Submetered Property Building Name: _____

Street: _____ City: _____ NY Zip Code: _____

Building Owner/Account Holder Name: _____

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

Telephone: _____ E-mail: _____ Website: _____

Property Management Name: _____

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

Telephone: _____ E-mail: _____ Website: _____

Billing Agent Name: _____

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

Telephone: _____ E-mail: _____ Website: _____

Occupancy Date: Building Type	Yes/No	Number of Units	Total Number of Residential Electric Submetered Units:
Electric Heat:			Building fuel source for unit heating:
Rental:			
Condominium:			
Cooperative:			
Market Rate:			
Income Based Housing:			Agency Administrator of Assistance:

Primary Regulatory Complaint Contact Name: _____

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

Telephone: _____ E-mail: _____ Website: _____

Secondary Regulatory Complaint Contact Name: _____

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

Telephone: _____ E-mail: _____ Website: _____

EXHIBIT 4

Rider to Lease: Submetering

89 Dekalb Avenue, Brooklyn, New York 11201

1. Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the Distribution Utility) provides electricity to the building located at 89 Dekalb Avenue, Brooklyn, New York 11201 (the Building).
2. You, the tenant (you and your), acknowledge that, on [Date], in Case 24-E-[XXXX]: Petition of RXR 91 Dekalb Owner LLC to Submeter Electricity at 89 Dekalb Avenue, Brooklyn, New York 11201, Located in the Territory of Consolidated Edison Company of New York, Inc. (Con Edison), the New York State Public Service Commission (PSC) approved the Building to submeter electricity to the Building's residential units (individually, the Unit in which you reside and collectively, the Units). You further acknowledge that you will be required to pay RXR 91 Dekalb Owner LLC (the Owner), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent (together with the Owner, the Submeterer), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used to determine each tenant's submetered electric bill is the Con Edison Service Classification No. 1 for direct metered service. Specifically, the tenant's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification No. 1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 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): This is an additional charge per kWh.

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

The following is an example of the formula that will be used to derive the tenant's electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$AA.AA
kWh	.XXXXXX times 250 kWh	\$AA.AA
SBC	.XXXXXX times 250 kWh	\$AA.AA
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$AA.AA
Subtotal		\$BB.BB
Utility Tax	.XXXXXX times Subtotal BB.BB	\$CC.CC
New Subtotal		\$DD.DD
Sales Tax	New Subtotal DD.DD times .045000	\$EE.EE
	New Subtotal DD.DD plus EE.EE	\$FF.FF
Total Tenant Cost		\$GG.GG

All Con Edison rates by classification are available on its website (www.coned.com) by clicking on “Rates and Tariffs.” The applicable 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 but excluding sales tax) exceed Con Edison’s rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Submeterer or its third-party billing company will read the meters monthly and process a bill based on the tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a six (6)-year period for each unit.

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at (516) 506-6000 or by mail at RXR 91 Dekalb Owner LLC, 625 RXR Plaza, Uniondale, New York 11553. The Submeterer or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer’s response to your complaint or at any time regarding submetered service.

7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
9. If you have difficulty paying your electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
10. 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 Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.
11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.

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

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

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
13. You may designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such designation, please complete the relevant portion of your Special Protections Form attached to your annual Home Energy Fair Practices Act disclosure and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.
14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.

17. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:

You, the tenant

RXR 91 Dekalb Owner LLC

Date

Date

EXHIBIT 5

RXR 91 Dekalb Owner LLC

March 5, 2024

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

Re: Petition of RXR 91 Dekalb Owner LLC to Submeter Electricity at 89 Dekalb Avenue, Brooklyn, New York 11201, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Mr. Glasser:

Please be advised that on March 5, 2024, RXR 91 Dekalb Owner LLC submitted to the New York State Public Service Commission a Petition to Submeter Electricity at 89 Dekalb Avenue, Brooklyn, New York 11201 (the Petition), which is located in Consolidated Edison Company of New York, Inc.'s service territory.

A copy of the Petition is enclosed for your convenience.

Thank you for your attention in this matter.

Sincerely,

RXR 91 Dekalb Owner LLC

/s/ Todd Rechler

Signature

By: Todd Rechler

Todd Rechler

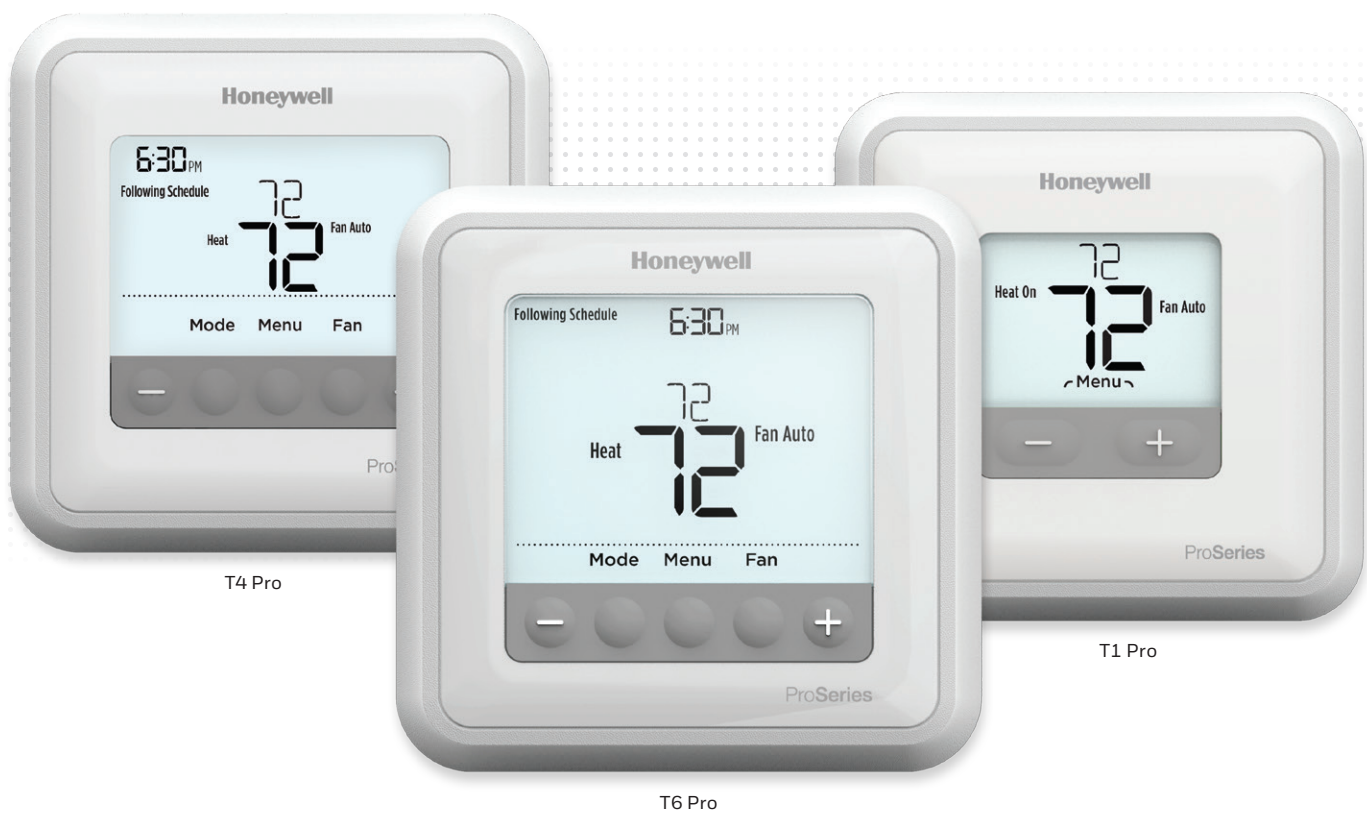
RXR 91 Dekalb Owner LLC

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

Introducing
THE NEW STANDARD FOR SIMPLE

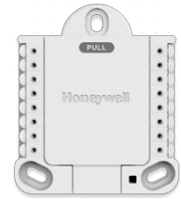


Honeywell T Series

The Honeywell T Series is a portfolio of non-connected and Wi-Fi connected thermostats designed with contractors in mind. With an interface you know, features you trust and the Honeywell quality you depend on in a sleek new aesthetic, the non-connected T Series thermostats are setting the new standard for simple.

NON-CONNECTED SOLUTIONS

that simplify selection, installation and upsell.



UWP
mounting
system

Simple selection







We've streamlined our legacy portfolio of 20+ non-connected FocusPRO® and PRO thermostats down to just six non-connected T Series thermostats, helping you simplify inventory management and product selection.

Simple installation

All T Series thermostats use the same UWP mounting system, helping you standardize your training program, install process and truck stock. Install one and you can install them all.

Simple upsell

The T Series features a snap-together design that enables you to easily move customers from a non-connected to a connected thermostat when they're ready for Wi-Fi – without having to remove the connector and cover plate.*

Thermostat	Thermostat name	Program options	Power method	Display size	Stages	Dual fuel	Wired indoor/outdoor sensors	Filter change reminder	Replaces this FocusPRO or PRO model
	T6 Pro TH6320U2008	7-day, 5-2, 5-1-1 or non-programmable	Battery or C-wire	5.44 sq. in.	3H/2C Heat Pump + 2H/2C Conventional	Yes	Outdoor sensor for lockouts only. No display.	Yes	TH6320U1000 TH5320U1001
	T6 Pro TH6220U2000	7-day, 5-2, 5-1-1 or non-programmable	Battery or C-wire	5.44 sq. in.	2H/1C Heat Pump + 2H/2C Conventional	Yes	Yes	Yes	TH6220D1028 TH6220D1002 TH5220D1029 TH5220D1003
	T6 Pro TH6210U2001	7-day, 5-2, 5-1-1 or non-programmable	Battery or C-wire	5.44 sq. in.	2H/1C Heat Pump + 1H/1C Conventional	No	No	Yes	TH4210D1005 TH2210DV1006 TH2210DH1000 TH3210D1004 TH1210DV1007 TH1210DH1001
	T4 Pro TH4110U2005	7-day, 5-2, 5-1-1 or non-programmable	Battery or C-wire	3.93 sq. in.	1H/1C Heat Pump + 1H/1C Conventional	No	No	Yes	TH4110D1007 TH6110D1005 TH6110D1021 TH2110DV1008 TH2110DH1002 TH5110D1006 TH5110D1022
	T1 Pro TH1110D2009	Non-programmable	Battery or C-wire	2.37 sq. in.	1H/1C Heat Pump + 1H/1C Conventional	No	No	No	TH1100DH1004 TH1100DV1000
	T1 Pro TH1010D2000	Non-programmable	Battery or C-wire	2.37 sq. in.	1 Heat or 1 Cool only	No	No	No	New thermostat

*C-wire required

For more information

www.ForwardThinking.Honeywell.com/TSeries

Home and Building Technologies

1985 Douglas Drive North
Golden Valley, MN 55422
1-800-468-1502
www.honeywell.com

Follow us on Facebook: [Facebook.com/HoneywellHomePro](https://www.facebook.com/HoneywellHomePro)

Follow us on Twitter: @HoneywellPro

Learn: [YouTube.com/HoneywellHomePro](https://www.youtube.com/HoneywellHomePro)

03-00307 | 02/17

© 2017 Honeywell International Inc.

Honeywell

Honeywell Home

T4 Pro Series Thermostats



SUBMITTAL SHEET

Job Name	
Engineer	
Mechanical Contractor	
Contractor's P.O. No.	
Representative	
Notes	

Model(s)				
TH4110U2005	Qty.		Notes	
	Qty.		Notes	
Approval				
Service				
Tag No.				

APPLICATION

Model TH4110U2005: 1H/1C conventional or 1H/1C heat pump without aux heat.

Model TH4210U2002: 1H/1C conventional or up to 2H/1C heat pump with electric aux heat.

SPECIFICATIONS

Terminal Designations: R, RC, C, W, O/B, Y, G, L, and K.

Electrical Ratings:

Terminal	Voltage (50/60Hz)	Running Current
W Heating	20-30 Vac	0.02-1.0 A
W2 (Aux) Heating	20-30 Vac	0.02-1.0 A
E Emergency Heat	20-30 Vac	0.02-0.5 A
Y Compressor Stage 1	20-30 Vac	0.02-1.0 A
G Fan	20-30 Vac	0.02-0.5 A
O/B Changeover	20-30 Vac	0.02-0.5 A

Power Consumption:

Backlight On: 1.0VA

Cool Indication: Displays "Cool On" when the thermostat turns the cooling on.

Heat Indication: Displays "Heat On" when the thermostat turns the heating on.

Clock Accuracy:

+/- 1 minute every month (30 days) at 77 °F.

+/-2 minutes per month over the operating ambient temperature range.

Mounting Means: Thermostat packaged with a UWP™ mounting system that mounts directly on the wall in the living space using mounting screws and anchors provided. Use the optional cover plate (included) if covering marks from the previous thermostat.

Shipping Temperature:

-20 °F to 120 °F (-28.9 °C to 48.9 °C)

Operating Relative Humidity:

5% to 90% (non-condensing)

Color: White

Programming: 7 day, 5-1-1 day, 5-2 day, or Non-programmable.

Power Method: Battery or hardwired

Changeover: Auto or manual

Thermostat Dimensions:

4-1/16" H x 4-1/16" W x 1-5/32" D
(103.5 mm H x 103.5 mm W x 29 mm D)

Display Size: 3.93 sq. in.

Warranty: 5 years.

By using this Resideo literature, you agree that Resideo will have no liability for any damages arising out of your use or modification to, the literature. You will defend and indemnify Resideo, its affiliates and subsidiaries, from and against any liability, cost, or damages, including attorneys' fees, arising out of, or resulting from, any modification to the literature by you.



resideo

www.resideo.com

Resideo Technologies, Inc.
1985 Douglas Drive North, Golden Valley, MN 55422
1-800-468-1502
33-00285-04 M.S. Rev. 02-21 | Printed in United States

© 2021 Resideo Technologies, Inc. All rights reserved.

The Honeywell Home trademark is used under license from Honeywell International, Inc. This product is manufactured by Resideo Technologies, Inc. and its affiliates.



33-00285-04

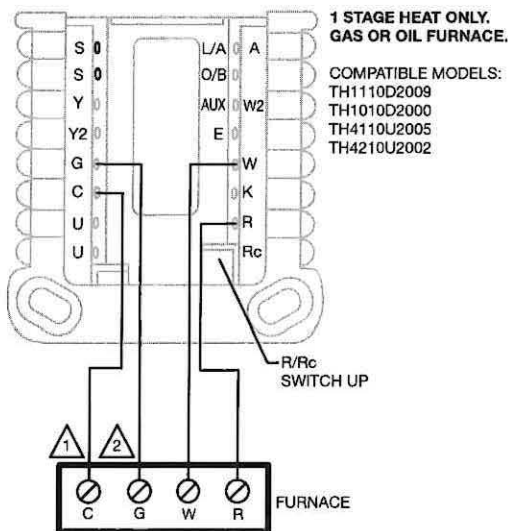


T4 and T1 PRO Wiring Diagrams

ADDENDUM

WIRING DIAGRAMS

1 Stage Heat Only: Gas or Oil Furnace

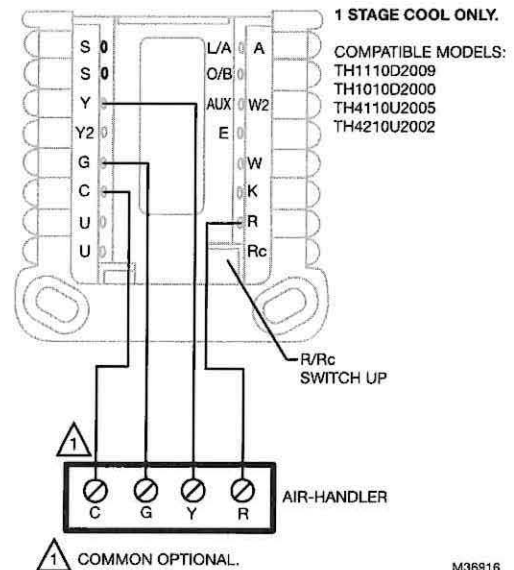


1 COMMON OPTIONAL.

2 G USED FOR INDEPENDENT FAN CONTROL ONLY. MOST HEAT ONLY, GAS OR OIL FORCED AIR SYSTEMS DO NOT USE A FAN (G) WIRE.

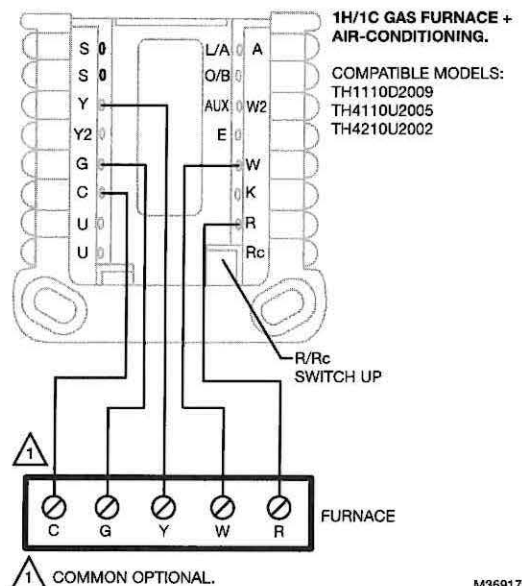
M36915

1 Stage Cool Only



M36916

1H/1C: Gas Furnace

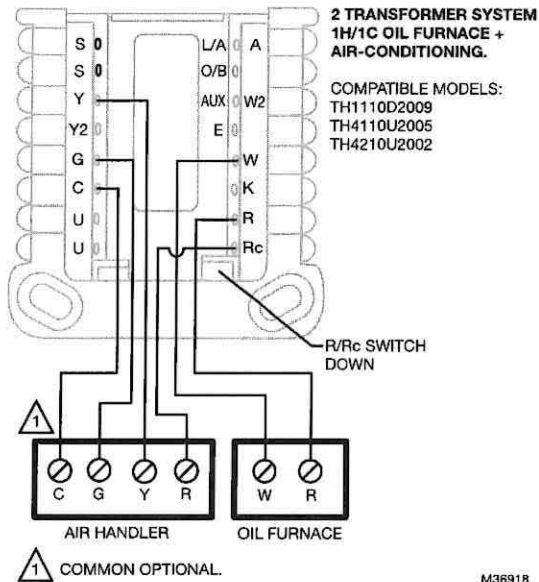


M36917

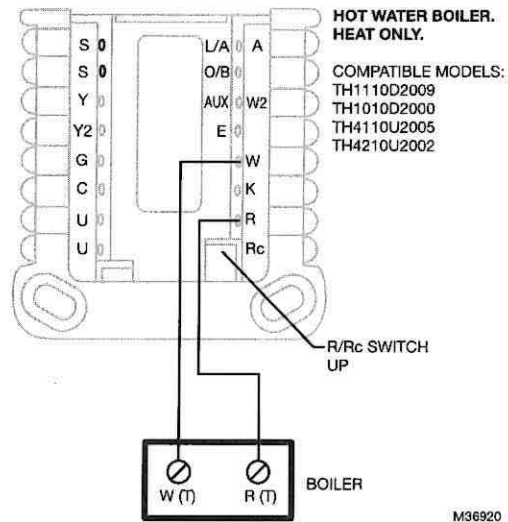


33-00325-02

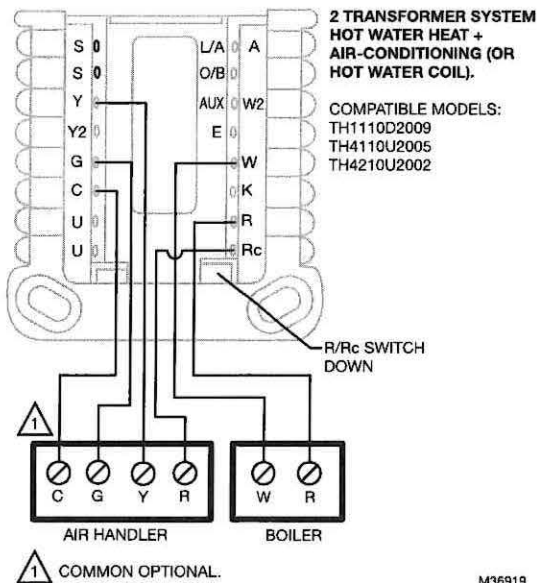
2 Transformer System, 1H/1C: Oil Furnace



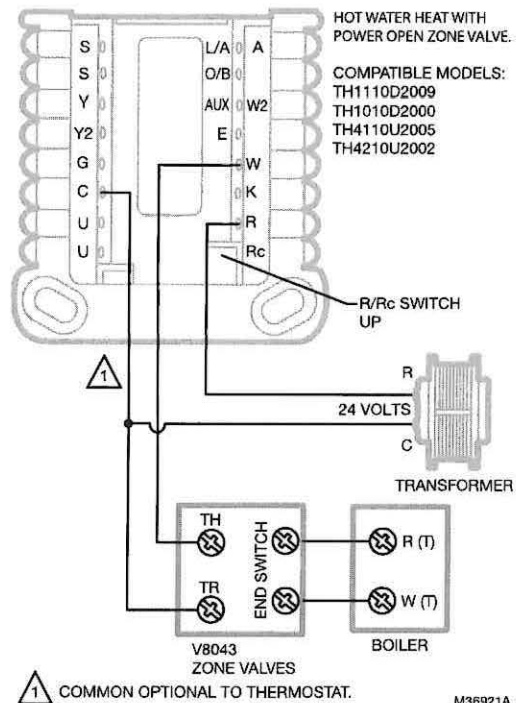
Hot Water Boiler, Heat Only



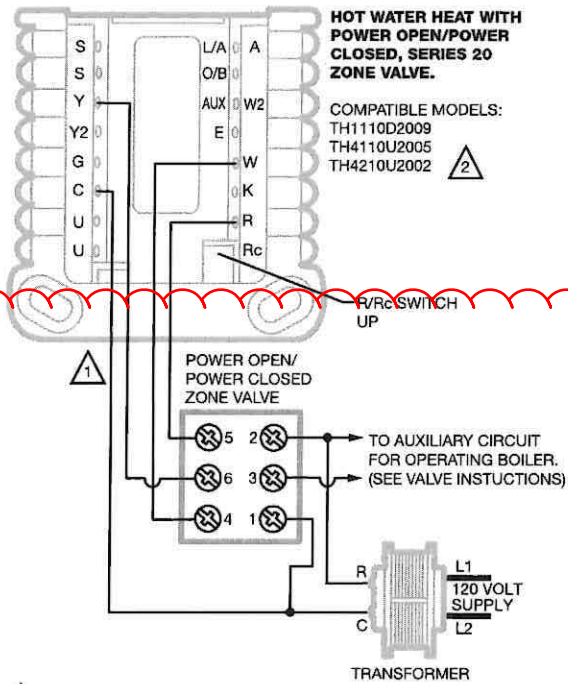
2 Transformer System, Hot Water Heat with Air-Conditioning (or Hot Water Coil)



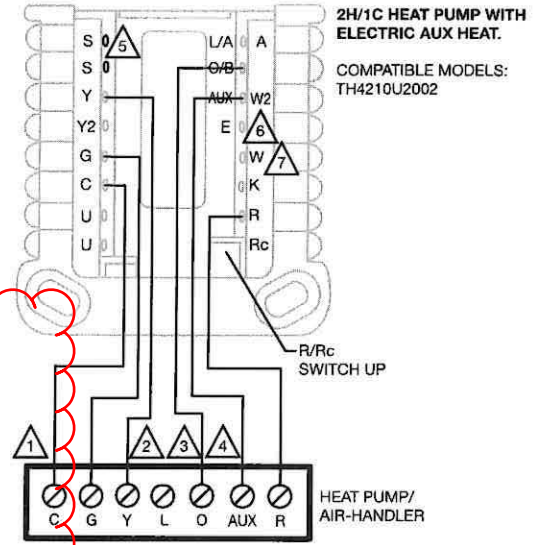
Hot Water Heat with Power Open Zone Valve



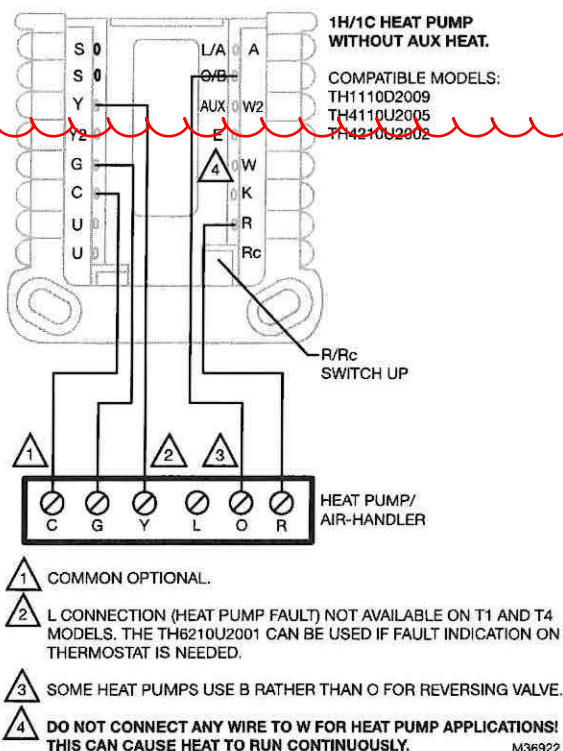
Hot Water Heat with Power Open/ Power Closed, Series 20 Zone Valve



2H/1C: Heat Pump with Electric Aux Heat



1H/1C: Heat Pump without Aux Heat





Resideo Technologies, Inc.
1985 Douglas Drive North, Golden Valley, MN 55422
1-800-468-1502
33-00325-02 M.S. Rev. 07-21 | Printed in United States

EXHIBIT 7

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

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



KITCHEN APPLIANCES

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



HOME ELECTRONICS

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



LAUNDRY

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



THERMOSTAT

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

For further information and tips on how to conserve energy in your apartment home, please visit:

ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10

U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners