

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**Notice of Intent of W2005/Hines West Fifty-)
Third Realty, LLC to Submeter Electricity at)
53 West 53rd Street, New York, New York)
10022 Located in the Territory of)
Consolidated Edison Company of New York,)
Inc.)**

Case No. 18-E-_____

NOTICE OF INTENT TO SUBMETER ELECTRICITY

Pursuant to 16 NYCRR § 96.3 (a), W2005/Hines West-Fifty Third Realty, LLC (the “Applicant”)¹ submits this Notice of Intent to Submeter Electricity (the “Notice”) to the 162 new residential condominium units in a building located at 53 West 53rd Street, New York, New York 10022 (the “Building”), which is in 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 of March 1, 2019.²

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 Notice.

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

Quadlogic Controls Corporation’s (“Quadlogic”) MiniCloset-5N meters are installed in the Building. The Commission has approved the MiniCloset-5N system for use in residential submetering applications in New York State.³ The MiniCloset-5N system is capable of terminating electric service without requiring access to an individual resident’s unit.

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

The electricity rate (cost per kilowatt hour or kWh) charged to residents will be calculated by taking the total dollar value (before sales tax) charged to the Building’s residential account(s) by Con Edison and dividing it by the Building’s total kWh usage as measured by the Building’s residential account(s). This rate is then multiplied by each resident’s electric usage for the billing period as measured by their respective submeter(s). A monthly administrative charge may be added to this amount. Finally, sales tax is added to arrive at the total resident cost for the billing period.

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.”

³ Case 14-E-0223, *Petition for Approval of the Quadlogic Controls Corporation MiniCloset-5N Multi-Tenant Smart Meter*, Order Approving The Use Of The Quadlogic MiniCloset-5N (Jan. 12, 2015).

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.⁴

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. Further, the Applicant or its third-party electric billing company will retain submetering billing records for a six-year period.⁵

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

The Applicant's HEFPA compliance plan is attached.⁶

D. Submetering Identification Form

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

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

Since the Building is not a rental apartment building and is new construction, this provision is not applicable.⁸

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

⁴ See 16 NYCRR § 96.1 (i).

⁵ See 16 NYCRR § 96.6 (j).

⁶ See Exhibit 2.

⁷ See Exhibit 3.

⁸ See 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 (March 1, 2018), at 2 (holding that 16 NYCRR § 96.5 [e] is not applicable to a submetering application involving a newly-constructed condominium 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 (April 28, 2016), at 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.⁹

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

A copy of the Applicant's cover letter to Con Edison with this Notice is attached.¹⁰

H. Documentation regarding refrigerators in all rental dwelling units

Since the Building is not a rental apartment building and is new construction, this provision is not applicable.¹¹ 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, including:

- ENERGY STAR[®] qualified appliances, including Sub-Zero refrigerators (models IT-30CI and IT-36CI), Maytag washing machines (model MHW3505FW), and Miele dishwashers (model G4580);
- Elevators with regenerative braking;
- High-performance glazing on windows;
- Energy recovery wrap around cooling coil;
- Waterside economizer;
- Variable frequency drives on pumps and fans;
- Premium efficiency motors for pumps and fans;
- Steam control and condensate drainage for heat recovery;
- Condenser water supply temperature reset controls;
- High-efficiency chilled water system;
- Demand control ventilation in amenity spaces;
- Lower lighting power density in common areas;
- Bi-level lighting in stairs;
- Occupancy sensors in some common areas; and
- Third generation Nest programmable thermostats.

⁹ The Building's draft Rule and Regulation regarding submetering is attached as Exhibit 4.

¹⁰ See Exhibit 5.

¹¹ See Case 17-E-0433, *supra*, at 2 (holding that 16 NYCRR § 96.5 [h] is not applicable to a submetering application involving a newly-constructed condominium building).

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

Upon purchasing their condominium unit, each resident will be provided with certain energy-efficiency and conservation information.¹²

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

Since the Building is not a rental apartment building, this provision is not applicable.

L. Information if the building is an electric heat property

The Building is not an “electric heat”¹³ property. Each condominium unit in the Building will contain either a horizontal or vertical stack International Environmental Corporation (“IEC”) four-pipe water-sourced fan coil unit (models CPY, HYP, MPY, or HGY). A fan in the fan coil unit will blow air over a hot water coil to heat the residential units. IEC fan coil units are designed to be some of the most energy-efficient available today. Hot water will be provided from a central economizer heat exchanger. As relevant to submetering, residents will only be responsible for the electricity used to operate the fan in their respective IEC fan coil unit. As mentioned above, residents in each unit will be able to control the temperature in their condominium unit with a programmable, third generation Nest thermostat. The Commission has previously determined this type of heating system does not meet the definition of “electric heat.”¹⁴

¹² See Exhibit 6.

¹³ 16 NYCRR § 96.1 (f).

¹⁴ See e.g. Case 18-E-0135, *Notice of Intent of ERY Retail Podium LLC to Submeter Electricity at 560 West 33rd Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing Submetering (July 18, 2018), at 2 n.1 (holding that the use of four-pipe fan coil units that utilize electricity to operate each unit’s fan does not constitute electric heat); see also Case 13-E-0066, *UDC Gateway, LLC Notice of Intent to Submeter Electricity at 1560 Fulton Street, Brooklyn, New York, located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Approving Submetering (July 2, 2013), at 2 n.2 (holding that an in-unit fan coil system that utilizes electricity to operate portions thereof does not constitute electric heat); Case 13-E-0238, *Petition of 500 West 30th LLC Notice of Intent to Submeter Electricity at 500 West 30th Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Authorizing

In addition, each condominium unit will contain electric resistance floor heating as a supplemental, discretionary source of heat in the master bathroom. The Commission has previously held that a similar discretionary supplemental heating source does not meet the definition of “electric heat.”¹⁵

For all of these reasons, 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.

N. Other information required by prior Commission Order

This provision is not applicable to the Building.

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).

¹⁵ See Case 18-E-0135, *supra*, Order Authorizing Submetering (July 18, 2018), at 2 n.1 (holding that “electric radiant floor heating [used] as a supplemental, discretionary source of heat in the bathrooms” does not constitute electric heat); Case 13-E-0238, *supra*, 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”).

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: December 17, 2018
Albany, New York

Respectfully submitted,

/s/ John T. McManus

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**STATE OF NEW YORK
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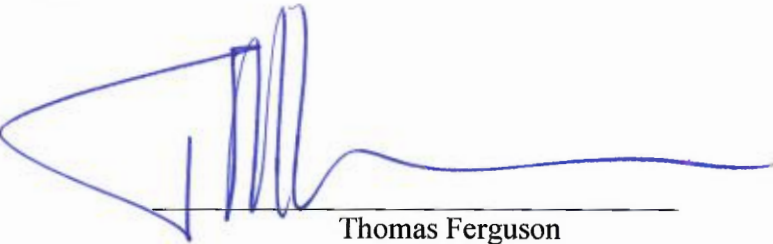
Case No. 18-E-_____

VERIFICATION

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

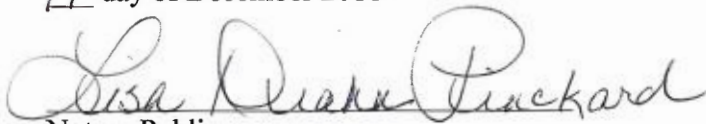
I, Thomas Ferguson, an authorized signatory for W2005/Hines West-Fifty Third Realty, LLC in the above-entitled proceeding, have read the foregoing Notice of Intent of W2005/Hines West-Fifty Third Realty, LLC to Submeter Electricity at 53 West 53rd Street, New York, New York 10022 and know the contents thereof and that the same is true and accurate to the best of my knowledge, information, and belief.

DATED: December 17, 2018



Thomas Ferguson

Sworn to before me this
17th day of December 2018



Notary Public

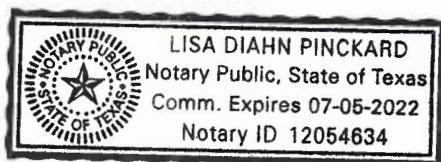


EXHIBIT 1

State of New York Department of State } ss:

I hereby certify, that W2005/HINES WEST FIFTY-THIRD REALTY, LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 03/16/2007. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 28th day of November
two thousand and eighteen.*

Whitney Clark
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 (the "PSC") on [XX], in Case 18-E-XXXX: Notice of Intent of W2005/Hines West Fifty-Third Realty, LLC to Submeter Electricity at 53 West 53rd Street, New York, New York 10022, 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 53 West 53rd Street, New York, NY 10022 (the "Condominium") is a submetered facility. W2005/Hines West Fifty-Third Realty, LLC was the sponsor of the Condominium. The Condominium's board of managers (the "Submeterer"), or its managing agent, administers submetering at the Condominium. 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 by telephone at (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC, c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017. 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 the 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 PSC at any time concerning your 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, 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.

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 annual 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. If you have overpaid, you will be issued a credit to your account. 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, 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 to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed on your electricity account over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding electricity 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 can designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact

information and written agreement of the third party to receive copies of all notifications relating to past due balances, the 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 believe that 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:

**W2005/Hines West Fifty-Third Realty
c/o FirstService Residential
622 Third Ave., 15th Floor
New York, NY 10017**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name of unit occupant ("Unit Occupant")

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 with me 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 all notifications relating to termination, disconnection, or suspension of your electric service or other credit actions relating to your electric service. If you would like these notices to be provided to a third party, we will contact you to secure the contact information of your third-party designee.

- ☐ I would like to appoint a third party

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 & Late Charges

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 hand-delivered and/or mailed 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 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 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 send 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 will 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 resident's status, 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, W2005/Hines West Fifty-Third Realty, LLC (the “Submeterer”) is required to provide you an opportunity to visit our office and meet with our designated staff member or to call the us at (212) 634-5420 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 W2005/Hines West Fifty-Third Realty, LLC, c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, NY 10017, and one for your records.

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the Submeterer 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
Submeterer in the calculations of this worksheet are correct and accurate.

C. DEFERRED PAYMENT AGREEMENT

Resident: _____

Address: _____

Account No.: _____

The total amount owed to W2005/Hines West Fifty-Third Realty, 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 (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC, c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, NY 10017.**

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 a 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 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

W2005/Hines West Fifty-Third Realty, 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 W2005/Hines West Fifty-Third Realty, LLC (the “Submeterer”) by telephone at (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC, c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, NY 10017, 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, W2005/Hines West Fifty-Third Realty, 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 (212) 634-5420 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 (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S
INABILITY TO PAY

W2005/Hines West Fifty-Third Realty, LLC
c/o FirstService Residential
622 Third Ave., 15th Floor
New York, NY 10017

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, W2005/Hines West Fifty-Third Realty, 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

W2005/Hines West Fifty-Third Realty, LLC

Date

Return one signed copy to the Submeterer by mail to W2005/Hines West Fifty-Third Realty, LLC, c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, NY 10017, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____
Address: _____
Account No.: _____

Under this plan, W2005/Hines West Fifty-Third Realty, 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
-----------------	-------------

W2005/Hines West Fifty-Third Realty, LLC	Date
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Return one signed copy to the Submeterer by mail to W2005/Hines West Fifty-Third Realty, LLC c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017, by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE DATED:

Resident: _____
Address: _____
Account No.: _____

Dear Resident:

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact W2005/Hines West Fifty-Third Realty, LLC by telephone at (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017. 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,

W2005/Hines West Fifty-Third Realty, LLC

FINAL TERMINATION NOTICE DATED:

Resident: _____
Address: _____
Account No.: _____

Dear Resident:

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

If you disagree with the amount owed, you may call or write W2005/Hines West Fifty-Third Realty, LLC (the "Submeterer") by telephone at (212) 634-5420 or by mail at W2005/Hines West Fifty-Third Realty, LLC c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017, or you may contact the Public Service Commission at (800) 342-3377.

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the 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,

W2005/Hines West Fifty-Third Realty, LLC

Enclosures

Two Executed Copies of the Deferred Payment Agreement (if applicable)
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:			Corporate Address:
City:	State:	Zip:	Web Site:
Phone:			Utility Account Number:
Chief Executive:			Account Holder Name:
Phone:			E-mail:
DPS Case Number:			

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name:			Name:		
Phone:			Phone:		
Fax:			Fax:		
E-mail:			E-mail:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:

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: _____

Name of Property:			Address:		
City:	State:	Zip:			
Electric Heat? Y / N			Electric Hot Water? Y / N		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units		
Rent Stabilized	# Rent Controlled		# Rent-Regulated		# Market Rate
Rental: Y/N	Condo: Y/N		Co-Op: Y/N		
# Low Income	# Section 8	# Landlord Assist Program		# Other	
Submeter / Billing Agent:			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

GENERAL RULE AND REGULATION REGARDING SUBMETERING

(XX) The following provisions are applicable only to submetered electricity in Residential Units:

(a) 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 53 West 53rd Street, New York, New York 10022 (the “Condominium”), the consumption of which will be measured through the use of a submeter in each Residential Unit.

(b) On [XX], in Case 18-E-XXXX: Notice of Intent of W2005/Hines West Fifty-Third Realty, LLC to Submeter Electricity at 53 West 53rd Street, New York, New York 10022, Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (the “PSC”) approved submetering in the Residential Units within the Condominium. W2005/Hines West Fifty-Third Realty, LLC was the sponsor of the Condominium. The Condominium’s board of managers (the “Submeterer”), or its managing agent, administers submetering of the Residential Units.

(c) A third-party billing company under contract with the Submeterer prepares each Residential Unit Owner’s invoice for their respective monthly electricity usage. Next, Residential Unit Owners receive monthly submetered electricity bills from the Submeterer or its third-party billing company. Residential Unit Owners are required to pay the Submeterer for the use of electricity in their Residential Unit as reflected on their submetered electric bills.

(d) The Submeterer shall afford the Residential Unit Owners 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.

(e) The electricity rate (cost per kilowatt hour or kWh) charged to each Residential Unit Owner will be calculated by taking the total dollar value (before sales tax) charged to the Submeterer’s residential account(s) by the Distribution Utility and dividing it by the Submeterer’s total kWh usage as measured by the Submeterer’s residential account(s). This rate is then multiplied by each Residential Unit Owner’s electric usage for the billing period as measured by their respective submeter(s). A monthly administrative charge may be added to this amount. Finally, sales tax is added to arrive at the total Residential Unit Owner’s cost for the billing period.

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 Residential 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.

(f) If a Residential Unit Owner has a question about the submetered electricity bill or believes it is inaccurate, he or she may contact the Submeterer by telephone at (212) 634-5420, or by mail at W2005/Hines West Fifty-Third Realty, LLC c/o FirstService Residential, 622 Third Ave., 15th Floor, New York, New York 10017. In the event of a complaint about the submetered electricity bill, the Residential Unit Owner 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 the Residential Unit Owner's 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, the Residential Unit Owner shall be advised of the disposition of the complaint and the reason therefor. If the Residential Unit Owner and the Submeterer cannot reach an agreement and the Residential Unit Owner continues to believe the complaint has not been adequately addressed, then the Residential Unit Owner may file a complaint with the PSC through the Department of Public Service. Alternatively, the Residential 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, by 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.

(g) As a residential customer for submetered electricity, each Residential Unit Owner is 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 located at: New York State Public Service Commission, 90 Church Street, New York, NY 10007, and can be reached by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. The Residential Unit Owner may contact the Department of Public Service at any time if dissatisfied with the Submeterer's response to a complaint or at any time regarding submetered service.

(h) Each Residential Unit Owner agrees that the Submeterer, its agents, employees, and any other persons authorized by the Submeterer may enter their Residential Unit during reasonable hours and with reasonable notice (absent an emergency situation) in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving their Residential Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate electric service to their Residential 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. In the event the Residential Unit Owner is not present to permit the Submeterer or Submeterer's representative to enter the Residential Unit and entry is necessary or allowed by law or under the Condominium's governing documents, the Submeterer or its representatives may nevertheless enter the Residential Unit.

(i) A Residential Unit Owner may request budget billing for the Residential Unit's submetered electricity charges. Budget billing divides the electricity costs into 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.

(j) If the Residential Unit Owner has difficulty paying the submetered electricity bill, the Residential Unit Owner may contact the Submeterer in order to request a deferred payment agreement, whereby the Residential Unit Owner may be granted the ability to pay the balance owed over a period of time. If the Residential Unit Owner can show financial need, the Submeterer can work with the Residential Unit Owner to negotiate the length of the agreement and the amount of each monthly payment.

(k) Regardless of the Residential Unit Owner's payment history relating to the Residential Unit Owner's submetered electricity bills, the Residential Unit Owner's submetered electricity service will be continued if the Residential Unit Owner's health or safety or the health or safety of someone living in the Residential Unit is threatened. When the Submeterer becomes aware of such hardship, the Submeterer can refer the Residential Unit Owner to the Department of Social Services. The Residential Unit Owner shall notify the Submeterer if either of the following conditions exist: (i) the Residential Unit Owner and/or another resident of the Residential Unit is suffering from a medical emergency, substantiated by a medical certificate from a doctor or local board of health; or (ii) the Residential Unit Owner and/or another resident of the Residential 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.

(l) Special protections may be available to the Residential Unit Owner. Such protections may be available if the Residential Unit Owner and those living with the Residential Unit Owner are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If the Residential Unit Owner is age sixty-two (62) or older, the Residential Unit Owner may be eligible for quarterly billing for the Residential Unit Owner's submetered electric charges.

(m) The Residential Unit Owner may designate a third party as an additional contact to receive notices of past due balances for the Residential Unit Owner's electric charges.

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

(o) The Residential Unit Owner agrees that at all times the use of electricity in the Residential Unit shall never exceed the capacity of existing feeders to the Condominium or the risers, wiring, or electrical installations serving the Residential Unit. The Residential Unit Owner shall not make any alterations, modifications, or additions to the electrical installations serving the Residential Unit.

(p) The Submeterer shall have the right to suspend submetered electricity service to a/the Residential Unit(s) 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 the Residential Unit Owner or any other resident of the Residential Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to the Residential Unit Owner or any other occupant for any loss, damage, cost, or expense that the Residential Unit Owner or any occupant of the Residential Unit may incur if either the quantity or character of electricity service is changed or is no longer available or suitable for the Residential Unit Owner's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Condominium or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, the Residential 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 Residential Unit.

(q) If the Submeterer or its third-party billing company fails to deliver a bill to the Residential Unit Owner for the use of submetered electricity at the Residential 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 the Residential Unit Owner, nor shall any such failure relieve or excuse the Residential Unit Owner from having to pay to such bill, except as may otherwise be provided by applicable law.

EXHIBIT 5

W2005/Hines West Fifty-Third Realty, LLC

December 17, 2018

Mr. Daniel Chen
Department Manager, Manhattan Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

Re: Notice of Intent of W2005/Hines West Fifty-Third Realty, LLC to Submeter Electricity at 53 West 53rd Street, New York, New York 10022, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Mr. Chen:

Please be advised that on December 17, 2018, W2005/Hines West Fifty-Third Realty, LLC submitted to the New York State Public Service Commission a Notice of Intent to Submeter Electricity at 53 West 53rd Street, New York, New York 10022, 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,

W2005/Hines West Fifty-Third Realty, LLC

/s/ Thomas Ferguson

Signature

By: Thomas Ferguson, Authorized Signatory

Name (printed), Title

W2005/Hines West Fifty-Third Realty, 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

ENERGY SAVING TIPS FOR YOUR CONDOMINIUM UNIT



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 condominium unit 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 condominium unit 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

- Your condominium unit is equipped with a programmable 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 down 10°-15° F.
- We recommend that you watch the ENERGY STAR podcast on thermostat operation: https://www.energystar.gov/products/energy_star_podcasts

For further information and tips on how to conserve energy in your condominium home, please visit:
U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners
conEdison: http://www.coned.com/customercentral/brochures/br_energysavingtips.pdf