

March 1, 2017

State of New York
Department of Public Service
3 Empire Plaza
Albany, NY 12223

Attention: Ms. Elizabeth Burgess
Secretary of Commission
Reference: Submetering Application for
320 East 82nd Owner, LLC.

Dear Ms. Burgess:

As required by Part 96.3 of the New York State Public Service Law, we have prepared this letter to file a Notice to utilize submetering for the 320 East 82nd Owner, LLC. project, consisting of one completely renovated building located at 320 East 82nd, Street, New York, NY 10028. This project consists of a single building, which is as follows:

Park Mansion
320 East 82nd, Street
New York, NY 10028.
(See Attachment 4)

The building is presently under complete renovation and consists of 6 Condominium apartments. 100 percent of the apartments are market rate. The Landlord will retain AMPS/ELEMCO, Inc. (a submetering company) or similar contractor to perform meter reading and billing services including the preparation of monthly bills for the apartments. The submetering equipment will be installed by the building owner.

We submit the following as per Paragraph 96.5 for this project:

- 1) The building contains 6 Condominium apartments. 100 percent of the apartments will be market rate.

- 2) The economic advantage of submetering will allow the owners the ability to control their usage of electricity and conserve energy thereby reducing their electric charges.
- 3) The submeters to be installed will be the Leviton 8000 Multimeter utilizing 6 meter channels. This meter has been approved by the NYS PSC for electric submetering.
- 4) All units shall be billed at the Con Edison Company of New York SC-1 (Residential) Rate, and shall never exceed this rate.
- 5) With regard to the resolution of complaints involving electric service, the owner shall first present to the managing agent a written complaint, which may be in letter format, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response to the managing agent. The PSC can be contacted at any time by the complainant. The contact information for the PSC is identified in the 320 East 82nd Owner, LLC HEFPA Plan.
- 6) Owners have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Service Commission. All owners shall be advised of their rights under the Home Energy Fair Practices Act.
- 7) The Building Owner will identify to each Owner that the apartments are being submetered, and that the Owner is responsible for the electric energy consumed by his/her apartment. Additionally, the Owner notification shall specify the following:
 - a) Complain Procedures
 - b) Tenant Protections
 - c) Enforcement Actions

The building is under complete renovation and there are presently no owners/residents. The above items will be incorporated into the Offering Plan.

- 8) The billing process will be performed by AMPS-ELEMCO, Inc. or a similar firm under contract to the Management Company. Each Owner shall receive a monthly invoice which will include the following:
 - a) The start date of the billing cycle
 - b) The meter reading on that start date
 - c) The end date of the billing cycle
 - d) The meter reading for that end date
 - e) The total Kwh consumed in the billing period
 - f) The name and phone number to contact should there be any questions
 - g) An individual account number for each tenant, which will appear on the monthly bill

- 9) All meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.

- 10) All Owners will be billed for electricity at the Con Edison SC-1 Residential Rate. This will be specifically identified in the Offering Plan.

- 11) The building does not utilize electric heat.
 - a) Dwelling unit hydronic heating system boilers shall be Laars Mascot LX model 175 gas fired units. House boiler shall be similar but Model 50
 - b) Domestic hot water to be provided by a coil in the hydronic boiler.
 - c) Each unit's space heating boiler will be controlled by a setback controller to modulate the heating system water temperature in response to the difference between outdoor temperature and indoor temperature set point.

- 12) The following weatherization/energy efficiency measures will be installed;
 - a) Energy Star appliances, light fixtures and heating system as well as water conserving fixtures, double glazed windows and spray foam insulation.
 - b) This building is undergoing a complete renovation, therefore an energy audit cannot be performed at this time. A detailed energy audit by a certified energy consultant will be conducted during the commissioning of the building. All renovations will

conform to the NYC Energy Code.

We have included the following Attachments:

- 1) Attachment 1 – Condominium Offering Plan Regarding Utilities
- 2) Attachment 2 - The HEFPA Implementation Plan
- 3) Attachment 3 - the Notification Letter to Consolidated Edison Company of New York notifying them that electric submeters are being installed
- 4) Attachment 4 - Corporate Ownership Documents
- 5) Attachment 5 - The Tenant/Owner Energy Efficiency Plan
- 6) Attachment 6 – The Submeterer Identification Form.

If you have any questions regarding this application, please do not hesitate to contact Mr. Zachary Stern of AMPS-ELEMCO, Inc. I can be reached at (631) 761-8557 x 111.

Very truly yours,

A handwritten signature in black ink, appearing to read "Zachary Stern". The signature is fluid and cursive, with a large initial "Z" and a stylized "S".

Zachary Stern, LEED AP, BPI MFA.

Vice President

Drew Bergman:cc

Attachments

ATTACHMENT 1

320 East 82nd, Street Owner, LLC
CONDOMINIUM OFFERING PLAN SECTIONS
REGARDING UTILITIES

the projection for insurance. The remuneration received by the superintendent for the number of hours on a part time basis will comply with the State Wage Order for the Building Service employees.

The following projection is based upon \$800 per month. The superintendent is to be treated as an independent contractor:

Superintendent Salary: \$800 per month, 12 months equals \$9,600
Doorman Salary: \$6,150 per month, 12 months equals \$73,800

(4) **Heat and Hot Water**

Based upon an estimate prepared by Szekely Engineers dated January 21, 2016. Szekely Engineers is located at 3 Hanover Square, New York, New York 10004.

Heating Cost for all apartments and common area

a) Outside air temperature = heating requirement at 70 degree indoor-outdoor temperature difference 5,866 degree days and 95% Annual Fuel Use Efficiency

b) Estimated annual cost = \$23,190.00

Cooking and hot water cost for all apartments and common area

a) Cooking: two 10,000 BTUH burners for three 40-minute meals per day

b) Domestic Hot Water: included in heating costs during fall/winter months. For the remaining 6-months, 80,000 BTUH for one hour/day

c) Estimated annual cost = \$3,110.40

Estimated Annual Gas usage

Total gas usage equals = 21,917 Therms/year x \$1.20/therm = \$26,300.40/year

(5) **Electricity**

Based upon an estimate prepared by Szekely Engineers dated January 21, 2016. Szekely Engineers is located at 3 Hanover Square, New York, New York 10004. The projection is for common electrical use only. Each Unit Owner will be separately submetered and billed for electricity use within his own Unit by the Condominium.

The calculation was made based upon the following:

a) Lighting at 24 hours/day = 1,500 Watts x 24 hrs x 30 days = 1,080 kwh/mo.

- b) Exhaust fans = 250 Watts x 12 hrs x 30 days = 90 kwh/mo.
- c) Sump Pump = 700 Watts x 12 hrs x 30 days = 25 kwh/mo.
- d) Central AC = 7,000 Watts x 8 hrs x 30 days = 1,680 kwh/mo.
- e) Elevator = 30,000 Watts x 2.4 hrs x 30 days = 2,160 kwh/mo.

Estimated Annual Electricity usage

Total annual electricity usage equals = 60,420 kwh x \$0.27/kwh = \$16,313.40/yr.

(6) **Water Charges and Sewer Rents**

Based upon an estimate prepared by Szekely Engineers dated January 21, 2016. Szekely Engineers is located at 3 Hanover Square, New York, New York 10004.

Building Water Consumption for all apartments and common area:

- a) Estimated water usage based upon 50 gallons/person/day and 6 units with 3 persons each = 50 x 6 x 3 = 900 gallons/day x 30 days = 27,000 gallons/month = 3,610 cubic feet/month x \$1.81/100 cu. ft. = \$65.24/mo. x 12 = \$784.08/yr.
- b) Sewage charges metered at 159% of water charges = 1.59 x \$784.08/yr.

Estimated Annual Water Charges & Sewer Rents

Total annual water & sewer equals = \$2,030.77/yr.

(7) **Repairs, Maintenance and Supplies**

Based upon the fact that the Building is newly renovated. The figure does not include maintenance and repairs and supplied within specific Units, which are the obligation of the Unit Owners; but is designated to cover the cost of maintaining the Common Elements only, including periodic painting of the Common Elements at such as the Board of Managers determines to be appropriate and supplies such as cleaning supplies, lubricants, bulbs, fixtures, and hardware used in connection with the operation of the Common Elements. Each Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective Units, including, but not limited to the appliances. No provision has been made to cover the cost of any major capital expenditure. Although no such expenditure is expected because the Building has been renovated, each Unit Owner will be obligated to pay his pro rata share of such expenditures in the event that any such expenditures are required.

with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Units and/or General Common Elements and/or Limited Common Elements. In addition, the cost of submetering shall be a Common Expense if pertaining to Units.

Section 5.15 *Electricity.*

(A) Electricity for each Unit shall be either individually direct metered or submetered for each Unit (or portion thereof).

(B) If individually direct metered, each Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof) and in the Limited Common Elements to which such Unit has exclusive access.

(C) If the Units are submetered, each Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit either to the Condominium Board or to the utility company or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The General Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-Laws.

(D) Electricity for the General Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Charges.

(E) In addition, the cost of submetering shall be a Common Expense if pertaining to Units and a General Common Expense if pertaining to all Units.

(F) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-Laws.

Section 5.16 *Record and Audits.*

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgagees having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense. The fiscal year of the Condominium shall be a calendar year.

ATTACHMENT 2

320 East 82nd, Street Owner, LLC

HEFPA PLAN

HEFPA IMPLEMENTATION PLAN

320 East 82nd Owner, LLC.

801 Madison Ave

New York, NY 10065

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

**1. Deferred Payment Agreement
Package**

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

Residential Deferred Payment Agreement

Customer's

Name: _____

Address: _____

Account #: _____

The total amount owed to 320 EAST 82ND OWNER, LLC for this account as of MM/DD/YYYY is \$XX.XX.

320 EAST 82ND OWNER, LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from you local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond you control. If after entering into this agreement, you fail to comply with the terms, 320 EAST 82ND OWNER, LLC may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, 320 EAST 82ND OWNER, LLC may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please call the Management Company Office, Irvine Realty group, Inc. at 212-754-7100**

Payment of Outstanding Balance:

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

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

Yes! I would like a Budget Billing Program

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

This agreement has been accepted 320 East 82nd Owner, LLC. If you and 320 East 82nd Owner, LLC cannot negotiate a payment agreement, or if you need further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned your contract may be terminated and 320 East 82nd Owner, LLC may pursue suspension of your electric service.

Please return the completed document to The Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor. New York, NY 10022,

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

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

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

6. What is your monthly mortgage or rent payment? _____

7. List other assets (i.e., Stocks and Bonds):

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

9. Identify all other monthly expenditures by amount:

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

SPECIAL PROTECTIONS
REGISTRATION FORM

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

320 EAST 82ND OWNER, LLC.
C/O Irvine Realty Group, Inc.
122 East 55th St., 3rd floor
New York, New York, 10022

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address Apartment

Town/City Zip

Telephone # Daytime Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

Unit Owner is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age

Unit Owner is blind (Legally or Medically)

Unit Owner has a permanent disability

Unit Owner/resident of my house has a Medical Hardship (type):

Unit Owner/resident of my house has a Life Support Hardship (type):

I receive government assistance.

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

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

Please send me more information about:

Balanced Billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YYYY, you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX, in addition to your current charges, in order to avoid 320 EAST 82ND OWNER, LLC. exercising its right to terminate your electric service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact the Management Company Office, Irvine Realty Group, Inc., at 212-754-7100 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to 320 EAST 82ND OWNER, LLC. for this account as of MM/DD/YYYY is \$XX.XX.

320 EAST 82ND OWNER, LLC
C/O Irvine Realty Group, Inc.
122 East 55th St, 3rd Floor
New York, NY 10022

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

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

Under this Plan, 320 EAST 82ND OWNER, LLC. is to provide services in return for your agreement to make payments according to the terms of this Plan.

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

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

The Plan shall be subject to regular review for conformity with actual billings. 320 EAST 82ND OWNER, LLC. reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. 320 EAST 82ND OWNER, LLC. reserves the right to recalculate your budget billing account monthly.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, 320 EAST 82ND OWNER, LLC. reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

In the last month of the Plan, 320 EAST 82ND OWNER, LLC. will true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe 320 EAST 82ND OWNER, LLC. a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing

Acceptance of Agreement

Customer's Signature: _____
Date: _____

Return one signed copy to the The Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022 by MM/DD/YYYY.

HEFPA Quarterly Billing Plans (“Plan”)

Customer’s Name: _____

Premise Address: _____

Account Number: _____

Under this plan, 320 EAST 82ND OWNER, LLC. agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, 320 EAST 82ND OWNER, LLC. reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

Yes! I would like Quarterly Billing:

Customer’s Signature: _____

Date: _____

Return one signed copy to the The Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022 by MM/DD/YYYY.

3. Late Payment Procedure

Late Payment Procedures

320 EAST 82ND OWNER, LLC. reserves the right to charge a late payment fee. The late payment fee shall be consistent with the 320 EAST 82ND OWNER, LLC. policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Tenants. The invoice to each Tenant will provide the following:

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

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

If 30 days have passed since a bill payment was due and the Tenant has not paid the bill, 320 EAST 82ND OWNER, LLC. may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before 320 EAST 82ND OWNER, LLC. or the Public Service Commission.

4. Complaint Resolution Plan

Complaint Resolution Plan

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

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

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

RIGHTS AND COMPLAINT PROCEDURE

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

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 212-754-7100. If you have an electrical emergency, please call us at 212-754-7100. If you would like to contact us by mail, please write to us at 320 EAST 82ND OWNER, LLC, C/O Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022, Your satisfaction is important to us, therefore, if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, you must first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested of AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-761-8557. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning a sub-meter malfunction, management will arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response, he/she may request a review of said

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

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

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

Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact AMPS-ELEMCO, Inc. and identify yourself.

If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

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

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

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

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

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive a notice of payment from a Social Service Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for

nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to at 320 EAST 82ND OWNER, LLC, C/O Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022, Office 212-754-7100. Owner shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

5. Termination of Electric Service Plan

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

Termination Plan

- (a) 320 EAST 82ND OWNER, LLC. may terminate service for a Tenant provided by HEFPA, if the Tenant:
- (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Tenant or excusable utility delays; and provided further, that 320 EAST 82ND OWNER, LLC shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Tenant's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
- (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of 320 EAST 82ND OWNER, LLC that the Tenant may contact in reference to his account;
 - (4) the availability of 320 EAST 82ND OWNER, LLC procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.
- The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:
- “THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 320 EAST 82ND OWNER, LLC, C/O The Management Company, Irvine Realty Group, Inc., 122 East 55th St, 3rd Floor, New York, NY 10022, WHEN PAYING THIS BILL.”
- (c) Notice of termination – time.
- (1) 320 EAST 82ND OWNER, LLC shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant; or
 - (ii) has been mailed to the Tenant at the premises where service is rendered.

- (d) Termination of service – time. 320 EAST 82ND OWNER, LLC, complying with the conditions set forth in this section may terminate service to a Tenant for nonpayment of bills only between the hours of 8 a.m. and 4 p.m., Monday through Thursday, provided such day or the following day is not:
- (1) a public holiday, as defined in the General Construction Law; or
 - (2) a day on which the main business office of 320 EAST 82ND OWNER, LLC is closed for business. 320 EAST 82ND OWNER, LLC shall not terminate service to any Tenant for nonpayment of bills during a two-week period encompassing Christmas and New Year's Day.

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 212-754-7100 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to 320 EAST 82ND OWNER, LLC for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

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

Dear (unit owner/tenant's name):

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 212-754-7100. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

320 EAST 82ND OWNER, LLC
C/O Irvine Realty Group, Inc.
122 East 55th St, 3rd Floor
New York, NY 10022

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

320 EAST 82ND OWNER, LLC
C/O Irvine Realty Group, Inc.
122 East 55th St, 3rd Floor
New York, NY 10022
212-754-7100

Customer's Name: _____

Address: _____

City, State, Zip: _____

Account No. _____

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

6. Disclosure Statement

Disclosure Statement

320 EAST 82ND OWNER, LLC certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for 320 EAST 82ND OWNER, LLC

All apartments shall be billed at the Con Edison Company of New York SC-1 Retail Rate by 320 EAST 82ND OWNER, LLC. The SC-1 rate will be calculated in accordance with the Con Edison SC-1 Retail rate tariff. All calculated rates will be checked against the Con Ed tariff before billing to insure that the billed rate will never exceed on Edison Company of New York SC-1 Retail Rate

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

ATTACHMENT 3

320 EAST 82ND OWNER, LLC.
801 MADISON AVENUE
NEW YORK, NY 10065

Con Ed Notification Letter

March 1, 2017

Consolidated Edison Company of New York
4 Irving Place
New York, New York 10003

Attention: Ms. Anita Ma
General Manager Central Engineering Services

Reference: Intention to Submeter
320 E 82nd OWNER, LLC.
320 EAST 82nd STREET
NEW YORK, NY 10028

Dear Ms. Ma:

This letter is being sent to you organization to advise you of the owner's intent to submeter the above referenced project. We are submitting a Notice of Intent to Submeter (referenced above) before the PSC for this project.

Very truly yours,

Zachary Stern, LEED™ AP, BPI MFA
Vice President

ATTACHMENT 4

320 EAST 82ND OWNER, LLC.
801 MADISON AVENUE
NEW YORK, NY 10065

CORPORATE OWNERSHIP DOCUMENTS

CERTIFICATE OF FORMATION

OF

320 E 82nd Owner LLC

FIRST: The name of the Limited Liability Company is:

320 E 82nd Owner LLC

SECOND: Its registered office in the State of Delaware is to be located at 1679 South Dupont Highway, Suite 100, in the city of Dover, County of Kent, Zip Code 19901 and its registered agent at such address is Allstate Corporate Services Corp.

THIRD: The duration of the Limited Liability Company shall be perpetual.

FOURTH: This Certificate of Formation shall be effective immediately upon filing of this Certificate with the office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Certificate has been subscribed this 8th day of July 2015 by the undersigned that affirms that the statements made herein are true and correct under the penalties of perjury.

/s/ Steven Weiss
Steven Weiss, Organizer

Date of this notice: 07-16-2015

Employer Identification Number:
47-4536618

Form: SS-4

Number of this notice: CP 575 B

320 E 82ND OWNER LLC
DAVID J MITCHELL MBR
C/O MITCHELL 801 MADISON AVE 4TH FL
NEW YORK, NY 10065

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4536618. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

ATTACHMENT 5

320 EAST 82ND OWNER, LLC.
801 MADISON AVENUE
NEW YORK, NY 10065

TENANT ENERGY EFFICIENCY PLAN

Tenant Energy Efficiency Plan

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

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

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

ATTACHMENT 6

320 EAST 82ND OWNER, LLC.
801 MADISON AVENUE
NEW YORK, NY 10065

Submeterer ID Form

REVISED



New York State Public Service Commission
Office of Consumer Services



Submetering Identification Form

Name of Entity: 320 E 82nd Owner LLC			Corporate Address: 801 Madison Avenue		
City: New York	State: NY	Zip: 10065	Web Site: www.parkmansion.nyc		
Phone: 212-486-4444			Utility Account Number: 42-31317-0210-0001-2		
Chief Executive: David Mitchell			Account Holder Name: 320 E 82nd Owner LLC		
Phone:			E-mail: djm@mitchellholdings.com		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Paul Irvine			Name: David Mitchell		
Phone: 917-399-9192			Phone: 212-486-4444		
Fax: 212-754-7937			Fax:		
E-mail: paul@irvinegroup.com			E-mail: djm@mitchellholdings.com		
Address: 122 East 55th St, 3rd Floor			Address: 801 Madison Avenue		
City: New York	State: NY	Zip: 10022	City: New York	State: NY	Zip: 10065

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: paul@irvinegroup.com

Name of Property: The Park Mansion			Address: 320 East 82 Street		
City: New York	State: NY	Zip: 10028			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens 0 Disabled 0			Total # of Units 6		
Rent Stabilized 0	# Rent Controlled 0		# Rent-Regulated 0	# Market Rate 6	
Rental: Y/N No		Condo: Y/N Yes	Co-Op: Y/N No		
# Low Income 0	# Section 8 0	# Landlord Assist Program 0	# Other 0		
Submeter / Billing Agent: AMPS/ELEMCO, Inc.			Address: 1324 Motor Parkway, Suite 112		
City: Hauppauge	State: NY	Zip: 11749			
Contact Name: Zachary Stern		Contact Phone: 631-761-8557	Contact Fax: 631-582-4182		

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.