

# BRIDGE LAND WEST LLC

January 29, 2014

## VIA ELECTRONIC FILING

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

**Re: Notice of Intent to Submeter Electricity at 460 Washington Street, New York, NY 10013, Located in the Territory of Consolidated Edison Company of New York, Inc.**

Dear Secretary Burgess:

Bridge Land West LLC (the “Owner”)<sup>1</sup> owns the above-referenced property (the “Building”). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the “Notice”) the 106 new residential rental units in this Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. (“Con Edison”).<sup>2</sup> The expected initial move-in date by tenants is December 2014.

The Building is under construction and receives a 421-a real estate tax exemption.<sup>3</sup> All 106 apartments will therefore be rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board.

As set forth in detail below, the Owner’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 Owner respectfully requests that the Commission approve the Notice.

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

Quadlogic’s MiniCloset-5 meters will be installed in the Building. The MiniCloset-5 meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy-to-read LCD 6-digit display. Additionally, the meter monitors and stores an apartment’s daily and interval electric usage and retains this information for approximately 60 days.

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<sup>1</sup> See attached corporate documentation at Exhibit 1.

<sup>2</sup> The Building includes a 5,691 square foot parking garage. The Building contains no commercial space.

<sup>3</sup> See <http://www.housingnyc.com/html/resources/faq/421a-J51.html>.

The Quadlogic MiniCloset-5 system meets ANSI C12.1 and C12.16 American National Standards Institute – Code for Electricity Metering.

Remote reading capability is possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 30,000 apartment units in the New York metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations and may be upgraded to provide advanced data.<sup>4</sup>

This submetering system is capable of remote service termination to individual units in the event of nonpayment, subject to the Home Energy Fair Practices Act (“HEFPA”).

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

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period.<sup>5</sup>

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

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

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

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<sup>4</sup> See Quadlogic Specifications at Exhibit 2 for further details about the MiniCloset-5 meters.

<sup>5</sup> The third party billing agent for this property has not yet been identified, pending a request for proposals process. Please refer to Exhibit 3 for a representative sample bill, to which a final sample bill for this property will be substantially similar.

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

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

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.<sup>6</sup>

The Owner or its third-party electric billing company will read the meters and process a bill based on the resident’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.<sup>7</sup>

**C. Plan for complying with the provisions of HEFPA:**

See the attached HEFPA documents for the Building.<sup>8</sup>

**D. Submetering Identification Form:**

See the attached completed Submetering Identification Form.<sup>9</sup>

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

Since this is new construction, this provision is not applicable to the Building.

<sup>6</sup> See 16 NYCRR § 96.1 (i).

<sup>7</sup> See 16 NYCRR § 96.6 (j).

<sup>8</sup> See Exhibit 4.

<sup>9</sup> See Exhibit 5.

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

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

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

See the attached proof of service that this Notice was sent by the Owner to Con Edison.<sup>11</sup>

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

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

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

The Building will have many energy-efficient features, including:

- High-efficiency hybrid heat pumps in apartments and cogeneration
- Heat wheel energy recovery on ventilation system
- Condenser water heat recovery
- 95% efficient condensing boilers and domestic hot water (“DHW”) heaters
- NEMA premium efficiency and variable-speed drive (“VFD”) pumps and motors
- Daylight harvesting in residential lobby and amenity spaces
- Common area lighting controlled by occupancy sensors and timer switches
- Energy efficient residential apartment lighting (improved lighting power density [“LPD”] relative to code)
- Energy-efficient common area lighting (improved LPDs relative to code)
- Occupancy sensor-controlled garage lighting
- High-performance windows
- ENERGY STAR® appliances (see below)
- Demand controlled garage ventilation
- Regenerative braking elevators

All eligible appliances in the residential apartments will be ENERGY STAR® labeled. The following is a list of the appliances that will be installed in the residential apartments:

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<sup>10</sup> See attached draft lease and lease rider at Exhibit 6.

<sup>11</sup> See Exhibit 7.

- Refrigerator: Whirlpool model #W8TXEWFY, ENERGY STAR® labeled
- Refrigerator: Sub-Zero model #BI-30U/O, ENERGY STAR® labeled
- Refrigerator: Sub-Zero model #BI-36U/O, ENERGY STAR® labeled
- Refrigerator: Sub-Zero model #BI-42S/O, ENERGY STAR® labeled
- Dishwasher: Miele model #Diamond G 5975 SCVI, ENERGY STAR® labeled
- Dishwasher: Whirlpool model #DU850SWP, ENERGY STAR® labeled
- Clothes washer: Whirlpool model #WFW94HEXW, ENERGY STAR® labeled

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

Upon leasing, residents will be provided with certain energy efficiency/conservation information.<sup>12</sup>

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

The Building is in the 80/20 Housing Program. As explained below, although 16 NYCRR Part 96 does not define the term “income-based housing assistance,” in light of the 80/20 Program’s structure, 16 NYCRR § 96.5 (k) is not applicable to the Building.

The 80/20 Housing Program is sponsored by the New York State Housing Finance Agency, the New York City Housing Development Corporation (“HDC”) and the New York City Department of Housing Preservation and Development (“HPD”).<sup>13</sup> The Program utilizes tax-exempt bonds to create affordable housing for low-income tenants in areas throughout New York City. Under the Program, 20% of the apartment units are reserved for low-income tenants earning no more than 50% of Area Median Income or AMI. The eligible low-income tenants in this 80/20 Program are *not* issued vouchers, such as the Section 8 Housing Choice Vouchers, that have been considered in other Commission orders concerning submetering.<sup>14</sup> Therefore, this provision is not applicable to the Building.

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

The Building is not an “electric heat property.”<sup>15</sup> The residential apartments will be heated and cooled by hybrid heat pumps. The make and model number of the pumps to be used are not yet determined. Hybrid heat pumps are among the most energy efficient residential HVAC systems on the market. In the winter, they operate as a fan coil, blowing air over a hot water coil to provide space heating; the hot water is produced by the base building boiler. No electrically-powered compressor is involved. The hybrid heat pumps will have an average cooling energy efficiency ratio (“EER”) of 13 or higher,

<sup>12</sup> See Exhibit 8.

<sup>13</sup> See <http://www.nyshcr.org/topics/developers/multifamilydevelopment/8020housingprogram.htm>.

<sup>14</sup> See e.g., Case 08-E-0838 – *Petition of North Town Roosevelt, LLC, to Submeter Electricity at 510-580 Main Street, Roosevelt Island, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Reinstating Submetering Approval at North Town Roosevelt with Conditions (Oct. 28, 2011).

<sup>15</sup> 16 NYCRR § 96.1 (f).

which is well above the ASHRAE 90.1-2007 baseline of 9.3. Further, each hybrid heat pump will be controlled by a programmable thermostat located in the unit.

There will be small electric resistance heaters in some bathrooms that are located on an exterior wall of the building. These heaters are small and will only serve to provide discretionary heating to supplement the primary, heat pump-provided space conditioning, if residents desire it. The bathrooms are too small to warrant an additional heat pump to serve only that space.

**M. Information if 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.

In sum, the Owner'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 Owner respectfully requests that the Commission approve the Notice.

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at 518.701.2734 or [jmcmanus@harrisbeach.com](mailto:jmcmanus@harrisbeach.com) with any questions about this Notice.

Sincerely,

Bridge Land West LLC

/s/ Bryan Cho

Signature

By: Bryan Cho, Chief Executive

Name (printed), Title

Bridge Land West LLC

Company Name

Enclosures

cc: John T. McManus, Esq. (*via email only*)  
Quadlogic Controls Corporation (*via email only*)

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	<u>Charlotte Matthews</u>
Your Company/Organization:	<u>Related Companies</u>
Mailing Address:	<u>60 Columbus Circle, 19<sup>th</sup> Floor</u> <u>New York, New York 10023</u>
Company/Organization you represent, if different from above:	<u>Bridge Land West LLC</u>
E-Mail Address:	<u>Charlotte.Matthews@related.com</u>
Case/Matter # (if known)	<u>unknown</u>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <u>s/Charlotte Matthews</u>	Date: <u>January 29, 2014</u>
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Please note that this form applies to this filing only.

To the extent possible, please file this form in .pdf format.

**NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE**  
**SERVICE LIST & MAIL SERVICE LIST REQUEST FORM**

If you wish to subscribe on-line, follow these instructions:

1. Go to this page on our website [http://www.dps.ny.gov/DMM\\_Registration.html](http://www.dps.ny.gov/DMM_Registration.html)
2. Use the link on the page to Create an Account now
3. After the account is created, use the link on the page to Login with your NYS DPS Account
4. Once you are logged in, use the links to "subscribe to a case"

Note: Once you are registered, and wish to add/change subscriptions, go to PSC homepage <http://www.dps.ny.gov>, and click on "Login" in lower left of page.

I wish to be placed on the Service List for Case Number:

_____
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Case Title (short reference sufficient):

<u>Notice of Intent to Submeter Electricity at 460 Washington Street, New York, NY 10013, Located in the Territory of Consolidated Edison Company of New York, Inc.</u>
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<b>Name:</b>	<u>John T. McManus</u>
<b>Title:</b>	<u>Attorney</u>
<b>Company/Organization Name, If applicable:</b>	<u>Harris Beach PLLC</u>
<b>Representing Company/Organization/District, if applicable:</b>	<u>Bridge Land West LLC</u>
<b>Representing Self:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Mailing Address:</b>	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
<b>Telephone Number:</b>	<u>518-701-2734</u>
<b>E-mail Address:</b>	<u>jmcmamus@harrisbeach.com</u>
<b>Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>If yes, please specify the e-mail to be used:</b>	_____

**SERVICE OF DOCUMENTS:**

- By providing your e-mail address, you are consenting to receive documents by e-mail only and you will be sent the issued document(s) immediately by e-mail and you will not receive paper copies. Please e-mail this form to [secretary@dps.ny.gov](mailto:secretary@dps.ny.gov)
- See below for provisions for those who cannot accept e-mail service

I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>/s/John T. McManus</u>	Date: <u>01/29/14</u>

- If you are requesting mail service only, please mail this form to the Secretary, NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350.

## **EXHIBIT LIST**

1. Exhibit 1: Corporate Documentation
2. Exhibit 2: Specifications Regarding Submeter Features
3. Exhibit 3: Sample Quadlogic Electric Bill
4. Exhibit 4: HEFPA Documents
  - Notification of Rights and Procedures
  - Special Protections Registration Form
  - Procedure to Pursue Collection of Utility Charges, including:
    - Deferred Billing Agreement Option Offer Letter
    - Deferred Payment Agreement Appointment Letter and Confidential Deferred Payment Agreement Worksheet (a/k/a Asset Evaluation Form)
    - Deferred Payment Agreement
    - Past Due Reminder Notice
  - Notice to Social Services
  - Budget Billing Plan
  - Quarterly Billing Agreement
  - Failure To Make Payment Notice
  - Final Termination Notice
5. Exhibit 5: Submetering Identification Form
6. Exhibit 6: Draft Lease and Lease Rider
7. Exhibit 7: Transmittal Letter to Con Ed of Notice of Intent to Submeter the Building
8. Exhibit 8: Energy Efficiency/Conservation Information

## **ADDITIONAL DOCUMENTS**

1. Notice of Intent
2. Method of Service Form
3. Service List Form

# **EXHIBIT 1**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BRIDGE LAND WEST LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BRIDGE LAND WEST LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5030339 8300

130988297



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0664288

DATE: 08-14-13

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

*I hereby certify, that BRIDGE LAND @ 281 WEST ST. LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 12/08/2011. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.*

*A Certificate of Amendment BRIDGE LAND @ 281 WEST ST. LLC, changing its name to BRIDGE LAND WEST LLC, was filed 12/13/2011.*



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*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 13th day of August  
two thousand and thirteen.*

*Anthony Giardina*

Anthony Giardina  
Executive Deputy Secretary of State

# **EXHIBIT 2**

# MiniCloset-5 Technical Specifications (MC5)



## Metering Specifications

<b>Metered Voltage:</b>	120, 220, 240, 277, 347, 380, 480, 600 Delta or Wye, 50/60 Hz
<b>Current Input:</b>	0.1 Amp or 5 Amp inputs available
<b>Field programmable:</b>	(8) 3-phase meters, (12) network meters, or (24) single phase meters
<b>Four quadrant Consumption &amp; Demand for each of the 24 channels:</b>	Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared hours & amp-squared hours
<b>Programmable interval data &amp; peak demand:</b>	5 min to hourly window, block or rolling block demand Meter total and/or by phase
<b>Real time per phase:</b>	Voltage, current, phase angle, power factor, THD, watts, VARs, VA and frequency
<b>Time of Use:</b>	Up to 16 blocks per day available for all metering parameters
<b>Meets ANSI C12.1, Industry Canada: MC#AE-1148</b>	
<b>UL, UL-C File E204142</b>	
<b>IEC Optical Communication Interface (Standard Feature)</b>	

## Additional Features

<b>Pulse Datalogger Module (PDM-12):</b>	Maximum 4 PDM-12 units per MC5 Up to 48 Form A dry contact pulse inputs for water, BTU, gas, other Power supplied by MC5 Pulses can be logged in programmable intervals and will count during power outage
<b>PDM-12 Specifications:</b>	Max. Distance: 300 feet from pulse meter to PDM (18 gauge min.) 300 feet of CAT5 cable (to connect all 4 PDMs to MC5) Min. Pulse Width: Power on: 50 msec, Power off: 500 msec When the MC5 loses power or is disconnected from the PDM, the PDM has the capability to record pulses but the sample rate is reduced. Max. Pulse Rate: Power on: 10 pulses/sec max, Power off: 1 pulse/sec max Peak voltage: 5.5V, Peak current: not applicable Isolation: 2.5kV isolation between pulse output and AC line Max. signal debounce tolerance: 20 msec
<b>Pulse Data Module Encoded (PDME):</b>	Reads Sensus UI-1203 protocol-encoded register Maximum 4 PDME units per MC-5. (Up to 24 Sensus meters) (Contact manufacturer for specs.)
<b>Demand Reset:</b>	Allows local reset of peak demand register
<b>Data Interrogation Options:</b>	IQ Software MV-90 TIM module ASCII-based, open-data protocol Open-source data conversion program

## Communications Options

Power Line Communications (standard feature)	Modbus RTU protocol (2-wire RS-485)
IEC optical probe	Network data link (4-wire RS-485)
19.2K internal modem	RS-232 serial port

## Accuracy

+ 0.5% @ unity and 50% power factor; 1-100% of full-scale (excluding external CT error)

## Liquid Crystal Display

Push button scroll, 32 digit liquid crystal display (16 digit x 2 rows)  
6 whole digit consumption register, Data digit height: 0.31"  
Programmable display scroll & decimal place display

## Memory

512 kbyte non-volatile flash memory retains daily and interval data

During power outage:

- Flash memory retains daily and interval data

- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incompleting interval at the time of the outage

## Operating Range

Voltage: Rated Voltage (90% to 110%)	Humidity: 0 to 95% R.H. (non-condensing)
Temperature: -20°C to +60°C	Transient/Surge Suppression: ANSI C37.90.1-1989

## Shipping Weight & Dimensions

2 enclosures (each): 13.5"H x 8.5"W x 4.5"D

Field mounting option: Top to bottom or side to side

Shipping weight: 1 meter assembly: 34 lbs

For installation diagrams visit  
[www.quadlogic.com](http://www.quadlogic.com)

## QUADLOGIC

# **EXHIBIT 3**

QUADLOGIC CONTROLS CORPORATION  
 33-00 NORTHERN BLVD.  
 LONG ISLAND CITY, NEW YORK 11101



Invoice Number	Bill Date
123456789	11/1/13
Account #	Amount Due by 12/01/13
123	\$116.09
Security Code	Amount due after 12/01/13
123ABC	\$117.83
Building/Unit	Amount Paid
1A	

**STATEMENT**

**JOHN DOE  
 500 WEST 30TH STREET  
 NEW YORK, NY 10001**

LATE FEE OF 1.5% PER MONTH WILL BE APPLIED AFTER ABOVE DUE DATE.

**Make Payments To:**  
 500 West 30th LLC

Please make all checks payable to " 500 WEST 30th LLC" and send it to the following address:

**500 WEST 30th STREET, NEW YORK, NY 10001**

Charges for	Account #	Security Code	Service Address			
JOHN DOE	41984	123ABC	500 WEST 30TH UNIT # 1A			
Utility	Meter #	PreviousRead	CurrentRead	Multiplier	Usage	
Electricity Service	81024784-3	8557.1	9079.8	1	522.7 - KWHU	ACTUAL

**ALL CHARGES BILLED AT CON EDISON EL-1 RESIDENTIAL RATE SCHEDULE.**

Electric Charges:	Start Date	End Date	Service Days	
kWh Cost	11/5/2012	11/25/2012	21	\$91.37
Customer Charges	11/5/2012	11/25/2012	21	\$16.81
Fuel Adjust	11/5/2012	11/25/2012	21	\$3.50
Utility Tax	11/5/2012	11/25/2012	21	\$4.56
Sales Tax	11/5/2012	11/25/2012	21	\$4.98
<b>Electric Charges Balance:</b>				<b>\$121.22</b>
<b>Current Invoice Total</b>				<b>\$121.22</b>
<b>Previous Balance</b>				<b>\$0.00</b>
Late Fee				\$0.00
<b>TOTAL</b>				<b>\$121.22</b>

If you have any questions concerning your electric bill, please contact 500 West 30th through the Management Office by telephone at (212) 319-1200 or by mail at 500 West 30th Street, New York, NY 10001, Attn: Resident Service Specialist, or email at [submeteringcomplaint@related.com](mailto:submeteringcomplaint@related.com)

**View Account Information Online:**  
 Go to: <http://www.Quadlogic.com>

**You will need the security code at the top of your statement.**

# **EXHIBIT 4**

## **NOTIFICATION OF RIGHTS AND PROCEDURES**

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [ ], in Case [ ]: Notice of Intent to Submeter Electricity at 460 Washington Street, New York, New York 10013, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 460 Washington Street, New York, New York 10013, is a submetered facility. Bridge Land West LLC (the "Owner") is the owner of this building. The administration of submetering will be performed by an outside vendor as a third-party agent under contract with the Owner to invoice residents for their monthly utility usage. Residents will receive monthly bills from the Owner or its agent for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact the Owner through the Management Office by telephone at (212) 319-1200 or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 or (212) 417-

2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

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

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

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

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

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (*see* P.S.C. No. 10 – Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Owner by telephone or in writing and we will work with you.

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

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

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

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

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

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

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

**SPECIAL PROTECTIONS  
REGISTRATION FORM**

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

**Management Office  
Attn: Resident Service Specialist  
460 Washington Street  
New York, New York 10013**

**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 (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. As a "caregiver," I understand that I am not responsible for payment of this bill.

---

Caregiver/Agency

---

Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

---

Designee Signature

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

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

The Owner or its agent (the “Owner”) shall process the master invoice received from the utility (e.g., Consolidated Edison Company of New York, Inc.) and note the date it was received.

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

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. The due date for payment by each resident shall be thirty (30) days after the date of the mailing of the resident’s utility bill.

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

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

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

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

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

During the meeting, the Owner and the resident will:

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

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

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

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

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

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

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

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*.

**Step 7: Review for Special Procedures**

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

**Step 8: Termination of Electricity Service**

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Owner has taken the required steps if special protections are applicable, the Owner may terminate such resident's electricity service.

The Owner should advise residents that bills and notices can be prepared in both English and another language, if a resident desires.

## **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**

## A. DEFERRED BILLING AGREEMENT OPTION OFFER LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at (212) 319-1200 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 (1) signed copy of this letter to the Management Office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included: one for your signature and return to the Management Office at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist, and one for your records.

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

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

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

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

**OR**

**NO,**  
**I would not like to schedule an appointment to discuss a Deferred Payment Agreement.**

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

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

## B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

### Re: Deferred Payment Agreement Appointment

Dear Resident:

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

We have scheduled your appointment at the Management Office for:

**Date:**

**Time:**

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

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

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

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

**CONFIDENTIAL: Deferred Payment Agreement Worksheet**

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

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

**Monthly Income Calculation**

Income Source:

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

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

**Asset Calculation:**

Asset Source:

Avg. Checking and Savings Accounts Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	
<b>Total Assets:</b>	

**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	
<b>Total Expenses:</b>	

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

**Down payment may be required**

Monthly Payment	
Number of Payments	
Total Amount Due	

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

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

## C. DEFERRED PAYMENT AGREEMENT

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

The total amount owed to Bridge Land West LLC (the "Owner") on this account as of MM/DD/YYYY is \$XX.XX.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Owner may terminate your electricity service. If you do not sign this agreement or pay the total amount due of \$ XX.XX by MM/DD/YYYY, the Owner may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Owner through the Management Office by telephone at (212) 319-1200 or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist.**

Payment of Outstanding Balance:

**Your current monthly budget amount is: \$ XX.XX (in addition to your current electricity charges).**

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

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

Acceptance of Residential Payment Agreement:

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

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

---

**Resident**

**Date**

---

**Bridge Land West LLC**

**Date**

## D. PAST DUE REMINDER NOTICE

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 a result, we are hereby notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due or a Final Termination Notice may be issued to terminate your electricity service.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Bridge Land West LLC (the “Owner”) through the Management Office by telephone at (212) 319-1200 or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

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

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

**Management Office  
Attn: Resident Service Specialist  
460 Washington Street  
New York, New York 10013**

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, Bridge Land West LLC (the "Owner") agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the "Plan").

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

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

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

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

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

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

**Acceptance of Agreement:**

---

<b>Resident</b>	<b>Date</b>
<b>Bridge Land West LLC</b>	<b>Date</b>

**Return one signed copy to the Owner through the Management Office by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist, by MM/DD/YYYY.**

**HEFPA QUARTERLY BILLING AGREEMENT**

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

Under this plan, Bridge Land West LLC (the "Owner") agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan ("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 would like Quarterly Billing.**

**Acceptance of Agreement:**

---

<b>Resident</b>	<b>Date</b>
-----------------	-------------

---

<b>Bridge Land West LLC</b>	<b>Date</b>
-----------------------------	-------------

**Return one signed copy to the Owner through the Management Office by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist, 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 Bridge Land West LLC through the Management Office by telephone at (212) 319-1200 or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist. 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,

Bridge Land West 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 Bridge Land West LLC (the "Owner") through the Management Office by telephone at (212) 319-1200 or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist, 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 Owner. Further, please contact the Owner if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Bridge Land West LLC

# **EXHIBIT 5**



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



**Submetering Identification Form**

Name of Entity: Bridge Land West LLC			Corporate Address: Related Companies, 60 Columbus Circle, 19th Floor		
City: New York	State: NY	Zip: 10023	Web Site: www.related.com		
Phone: 212-801-1000			Utility Account Number: N/A*		
Chief Executive: Bryan Cho			Account Holder Name: Bridge Land West LLC		
Phone: 212-801-1000			E-mail: N/A		
DPS Case Number: n/a			*Here, N/A indicates "unknown at this time," as project is currently under construction, unoccupied and without permanent power account.		

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name: Elliot An			Name: Charlotte Matthews		
Phone: 212-801-1000			Phone: 212-801-1000		
Fax: 212-801-1036			Fax: 212-801-1036		
E-mail: EAn@Related.com			E-mail: Charlotte.Matthews@Related.com		
Address: 60 Columbus Circle			Address: 60 Columbus Circle		
City: New York	State: NY	Zip: 10023	City: New York	State: NY	Zip: 10023

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

Name of Property: 460 Washington Street			Address: 460 Washington Street		
City: New York	State: NY	Zip: 10013			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens _ Disabled _			Total # of Units 106		
Rent Stabilized 106	# Rent Controlled 0		# Rent-Regulated 106	# Market Rate 85	
Rental: Y/N Yes		Condo: Y/N No	Co-Op: Y/N No		
# Low Income 21	# Section 8 0	# Landlord Assist Program 0	# Other 0		
Submeter / Billing Agent: To be determined, pending RFP			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 6**

"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW." ("LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL").

STANDARD FORM OF APARTMENT LEASE THE REAL ESTATE BOARD OF NEW YORK, INC.

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PREAMBLE: This lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on \_\_\_\_\_ between \_\_\_\_\_ month day year

Owner, \_\_\_\_\_

whose address is \_\_\_\_\_

and You, the Tenant, \_\_\_\_\_

whose address is \_\_\_\_\_

1. APARTMENT AND USE

Owner agrees to lease to You Apartment \_\_\_\_\_ on the \_\_\_\_\_ floor in the Building at \_\_\_\_\_ Borough of \_\_\_\_\_, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

2. LENGTH OF LEASE

The term (that means the length) of this Lease is \_\_\_\_\_ years, \_\_\_\_\_ months \_\_\_\_\_ days, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT

Your monthly rent for the Apartment is \$ \_\_\_\_\_

until adjusted pursuant to Article 4 below. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when you sign this lease (1)the part of the rent from the beginning date of this Lease until the last day of the month and (2)the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. RENT ADJUSTMENTS

If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.

5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages

Space to Be Filled In

Empty rectangular box for signature or stamp.

or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

**7. CAPTIONS**

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT-END OF LEASE-MOVING OUT**

A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES**

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders of the agreements or rules of this Lease.

**12. OBJECTIONABLE CONDUCT**

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

**13. SERVICES AND FACILITIES**

A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_

C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner,

You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.


D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.


E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

**14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building.

 Space to be filled in

 Rider to be added, if necessary

\_\_\_\_\_

In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

#### 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

(A) To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.

(B) To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

(C) For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

(D) If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

(E) If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

#### 16. ASSIGNING; SUBLETTING; ABANDONMENT

(a) **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226.b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226.b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

#### 17. DEFAULT

(1) You default under the Lease if You act in any of the following ways:

- (a) You fail to carry out any agreement or provision of this Lease;
- (b) You or another occupant of the Apartment behaves in an objectionable manner;
- (c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- (d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

(3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

#### 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner:

(a) You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

(b) Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.

(c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and

(2) Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and

\*\*\* (3) Owner's expenses for attorney's fees.

(d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

#### 19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

#### 20. FEES AND EXPENSES

A. **Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner: (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;

\*\*\* This may be deleted.

- (2) Repairing or replacing any appliance damaged by Your misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;
- \*\*\* (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;
- (6) Removing all of your property after this Lease is ended;
- (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

**B. Tenant's Right.** Owner agrees that unless sub-paragraph 5 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

**21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

**22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.

C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

**23. PUBLIC TAKING**

The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

**24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS**

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgement of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

**25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT**

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

**26. BILLS AND NOTICE**

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

\*\*\* This may be deleted.



**28. NO WAIVER OF LEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

**29. CONDITION OF THE APARTMENT**

When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in attached " Work" rider.

**30. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT**

Owner advises you that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated \_\_\_\_\_ Docket No. \_\_\_\_\_ is now pending before the State Division of Housing and Community Renewal (Agency). Such application involves the following major capital improvements which are now completed or in progress:

You agree that the stabilized rent herein may be increased during the term of this lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

**31. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You or the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. You: The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

**32. SUCCESSOR INTERESTS**

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**Owners Rules - a part of this lease - see page 6**

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Witnesses

\_\_\_\_\_ [L.S.]  
Owner's Signature

\_\_\_\_\_ [L.S.]  
Tenant's Signature

\_\_\_\_\_ [L.S.]  
Tenant's Signature

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, New York City

\_\_\_\_\_ Witness \_\_\_\_\_ Guarantor

\_\_\_\_\_ Address



Apartment

Premises

Tenant

Expires



STANDARD FORM OF APARTMENT

# Lease



The Real Estate Board of New York, Inc.

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## ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 11

### Public Access Ways

1. (a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

### Bathroom and Plumbing Fixtures

2. The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

### Refuse

3. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Owner.

### Elevators

4. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

### Laundry

5. Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

### Keys and Locks

6. Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

### Noise

7. Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other occupant of the Building.

### No Projections

8. An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

### No Pets

9. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

### Moving

10. Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

### Floors

11. Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

### Window Guards

12. IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

## THE REAL ESTATE BOARD OF NEW YORK, Inc.

The Following forms may be required to be attached to the Standard Form of Apartment Lease (Copyright 1988):

- Rent Stabilization Lease Rider
- Window Guard Rider \*
- Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards\* New York City Lead Paint Notice (English or Spanish Version)\*

The Lead Based Paint Disclosure Form has been developed by HUD and EPA to implement federal regulatory requirements which affect all housing built prior to 1978. The requirements take effect September 6, 1996 for buildings of greater than four units, and December 6, 1996 for buildings with one to four units.

\*This form may also be required to be attached to the Standard Form of Apartment Lease (AX-10/82) and the Loft Lease (Copyright 1999).



State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
Web Site: www.nyshcr.org  
Email address: hcrinfo@nyshcr.org

Revision Date: September 2011

**Rent Stabilization Lease Rider For Apartment House Tenants  
Residing In New York City**

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S  
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

**NOTICE**

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."** ("Los Derechos Y Responsabilidades de Inquilinos Y Caseros Están Disponible en Español".)

**INTRODUCTION:**

This Rider is issued by the New York State Division of Housing and Community Renewal ("DHCR"), pursuant to the Rent Stabilization Law ("RSL"), and Rent Stabilization Code ("Code"). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not replace or modify the RSL, the Code, any order of DHCR, or any order of the New York City Rent Guidelines Board.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign.

**PROVISIONS**

**1. GUIDELINES INCREASES FOR RENEWAL LEASES:**

The owner is entitled to increase the rent when a tenant renews a lease ( a "renewal lease"). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

**2. VACANCY INCREASES FOR VACANCY LEASES**

The owner is entitled to increase the prior legal regulated rent when a new tenant enters into a lease ("vacancy lease"). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the prior legal regulated rent; or if the vacancy lease is for a term of 1 year, the increase shall be 20% of the prior legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board ("RGB") applied to the prior legal regulated rent and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into of the subject vacancy lease or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, plus an additional \$100. If the prior legal regulated was at least \$300, and no more than \$500, in no event shall the total vacancy increase be less than \$100.

A RGB order may authorize an additional vacancy "allowance," which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 or 2 years. For additional information see DHCR Fact Sheets #5 and 26.

Pursuant to the Rent Act of 2011, effective June 24, 2011, owners can charge and collect no more than one (1) vacancy lease rent increase in a calendar year (January 1st through December 31st).

### 3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month's rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month's rent as security, the owner may continue to retain a security deposit of up to two month's rent for that tenant only. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

### 4. OTHER RENT INCREASES:

In addition to guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

- (A) **Individual Apartment Improvements ("IAI")** - Where an owner installs a new appliance in, or makes an improvement to, an apartment, the owner may be entitled to increase the rent of that apartment for the new appliance or improvement. If an apartment has a tenant in occupancy, the owner can only receive a rent increase for the individual apartment improvement if the tenant consents in writing to pay an increase for the improvement(s). However, if the apartment is vacant, tenant consent is not required.

Pursuant to the Rent Act of 2011, effective September 24, 2011, in buildings that contain more than 35 apartments, the owner can collect a permanent rent increase equal to 1/60th of the cost of the Individual Apartment Improvement (IAI). In buildings that contain 35 apartments or less, the owner can collect a permanent rent increase equal to 1/40th of the cost of the IAI, as had previously been allowed.

For example, if a new dishwasher is installed in a vacant apartment, in a 100 unit building, and the cost is \$900, the rent can be increased by \$15 (1/60th of \$900). The same installation in a 20 unit building would result in a \$22.50 rent increase (1/40th of \$900). The increase, if taking place on a vacancy, is added to the legal rent after the application of the statutory vacancy increase, not before. (See Fact Sheet # 12 for additional information).

- (B) **Major Capital Improvements ("MCI")** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler, or new plumbing. The owner must receive approval from DHCR which will permit the owner to increase rents pro-rata by 1/84th of the cost of the improvement. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #11.
- (C) **Hardship** - An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:
1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
  2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

An increase based on a major capital improvement or hardship may not exceed 6% in any 12 month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

5. **FOR VACANCY LEASES ONLY:**

If this Rider is attached to a **RENEWAL LEASE**, the owner is **NOT** obligated to complete this section.

If this Rider is attached to a **VACANCY LEASE**, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the prior legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

**ANY INCREASE ABOVE THE PRIOR LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.**

Status of Apartment and Last Tenant  
(Owner to Check Appropriate Box - (A), (B), (C), or (D).)

(A) This apartment was rent stabilized when the last tenant moved out.

Last Legal Regulated Rent		\$ _____
I. Statutory Vacancy Increase		
(i) Increase based on (1 year) (2 year) lease (circle one) _____ %		\$ _____
(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years)		\$ _____
(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.		
(a) Prior legal regulated rent was less than \$300 - additional \$100 increase, enter 100		\$ _____
(b) If the prior legal regulated rent was \$300 or more but less than \$500	(1) \$100	
the sum of (i) and (ii)	(2) _____	
(1) minus (2). If less than zero, enter zero	(3) _____	
Amount from line(3)		\$ _____
Vacancy Allowance, if permitted by NYC Rent Guidelines Board _____ %		\$ _____
Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board		\$ _____
Individual Apartment Improvement(s)		\$ _____
New Legal Regulated Rent		\$ _____
Separate Charges or Credits:		\$ _____
Surcharge (e.g., 421-a)		\$ _____
Ancillary Service (e.g., garage)		\$ _____
Other (specify _____)		\$ _____
*New Tenant's Rent		\$ _____

\*If the "New Tenant's Rent" is a "preferential rent", upon renewal the owner may collect the "New Legal Regulated Rent" listed above plus all subsequent lawful adjustments.

or

(B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$\_\_\_\_\_. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

(C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.  
(Specify Program \_\_\_\_\_) \$\_\_\_\_\_.

- or -

(D) Other \_\_\_\_\_ \$\_\_\_\_\_.  
(Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

## 6. RENT REGISTRATION:

### (A) Initial

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

### (B) Annual

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amount registered annually is challengeable by the filing with DHCR of a "Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit" (DHCR Form RA-89), for a period of 4 years prior to the filing of the complaint. The rental history prior to this 4 year period will not be examined. Rent charged and paid on the date at the beginning of this 4 year period is the "base date rent."

### (C) Penalties

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred, except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

## 7. RENEWAL LEASES:

A tenant has a right to a renewal lease, with certain exceptions (see section 11 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guidelines increase until the lease or form is provided.

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

(A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;

- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet vacancy allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet vacancy allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in section 10 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine, 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law, a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)
- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see section 17 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

#### 8. RENEWAL LEASE SUCCESSION RIGHTS:

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

#### 9. SERVICES:

Except for complaints relating to emergency conditions, prior written notification to the owner or managing agent of a service complaint is required. Application for a rent reduction may only be filed between 10 and 60 days after such notification, and a copy of the notification and proof of mailing and delivery must be attached to the application. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

These emergency conditions, not requiring prior written notification are, vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperable, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as a first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, 14 and 37.

#### 10. SUBLETTING AND ASSIGNMENT:

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment,

the owner may charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's renewal lease commenced, and it takes effect when the subletting takes place.

If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

#### **Assignment of Leases**

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may charge the assignee, as a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease. The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see DHCR Fact Sheet #7.

#### **11. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE:**

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific instances noted, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

**Without DHCR consent**, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes; or
- (D) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

**With DHCR consent**, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

#### **12. EVICTION WHILE THE LEASE IS IN EFFECT:**

The owner may bring an action in Civil Court to evict a tenant during the term of the lease because a tenant:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;

- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease; or
- (F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of section 7 of this Rider, "Renewal Leases".) A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

### **13. COOPERATIVE AND CONDOMINIUM CONVERSION:**

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's office must contain specific information regarding this exemption.

### **14. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM:**

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from Guidelines rent increases, hardship rent increases, and major capital improvement rent increases. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet #21.

### **15. SPECIAL CASES AND EXCEPTIONS:**

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

### **16. HIGH INCOME RENT DEREGULATION:**

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$200,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent of \$2,500 or more per month, shall no longer be subject to rent regulation ("High Income Rent Deregulation"). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$200,000 in each of the two preceding calendar years. If the tenant fails to provide the requested information to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$200,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$200,000 in each of the two preceding calendar years.

Pursuant to the Rent Act of 2011, the thresholds for deregulation were changed to \$2,500 in rent and \$200,000 in annual income. Prior to this, the thresholds had been \$2,000 in rent and \$175,000 in annual income. For High-Rent Vacancy Deregulation, the effective date for the threshold change from \$2,000 to \$2,500 is June 24, 2011. For High-Rent High-Income Deregulation, the effective date is July 1, 2011, which means that it will begin to apply to applications filed in the 2012 cycle, not to applications filed prior to July 1, 2011.

### **17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS:**

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal

Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

**NOTICE TO TENANT:**

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on \_\_\_\_\_, 20\_\_\_\_.

(Date)

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.

## Appendix

### Some agencies which can provide assistance

#### New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: [www.nysdcr.org](http://www.nysdcr.org) or by visiting one of our Public Information Offices listed below for assistance.

**Queens**  
92-31 Union Hall Street  
Jamaica, NY 11433

**Bronx**  
1 Fordham Plaza  
Bronx, NY 10458

**Lower Manhattan**  
25 Beaver Street  
New York, NY 10004

**Brooklyn**  
55 Hanson Place  
Brooklyn, NY 11217

**Upper Manhattan**  
163 West 125th Street  
New York, NY 10027

Attorney General of the State of New York - [www.ag.ny.gov](http://www.ag.ny.gov)  
120 Broadway, New York, NY 10271

#### Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

#### Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

New York City Department of Housing Preservation and Development (HPD): - [www.nyc.gov/hpd](http://www.nyc.gov/hpd)

Division of Code Enforcement  
Principal Office  
100 Gold Street, New York, N.Y. 10038

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau  
215 West 125th Street, New York, N.Y. 10038

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

New York City Department of Finance - [www.nyc.gov/finance](http://www.nyc.gov/finance)

SCRIE/DRIE Exemption  
59 Maiden Lane, 19th Floor, New York, New York, 10038

- administers the Senior Citizen Rent Increase Exemption program and Disability Rent Increase Exemption program.

Mayor's Office for People with Disabilities - [www.nyc.gov/mopd](http://www.nyc.gov/mopd)

- 100 Gold Street, 2nd Floor, New York, NY 10038

New York City Rent Guidelines Board (RGB): - [www.housingnyc.com](http://www.housingnyc.com)  
51 Chambers Street, Room 202, New York, N.Y. 10007

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

Copies of New York State and New York City rent laws are available in the business section of some public libraries. A person should call or write to a public library to determine the exact library which has such legal material.

## Rider to Lease: Submetering

**460 Washington Street, New York, New York 10013**

1. The Tenant acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility or energy services company will be the provider of electricity to this building (the Building) and that Owner will be paying the charges for such electricity directly to this entity (or its successor), the Tenant will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Tenant by Owner (or its agent) on a monthly basis. Tenant also acknowledges that, on [ ], in Case [ ]—Notice of Intent to Submeter Electricity at 460 Washington Street, New York, NY 10013, located in the territory of Consolidated Edison Company of New York, Inc. the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building's residential tenants. In the event of non-payment of electric charges, the Owner shall afford the Tenant all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Tenant's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

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

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

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

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

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

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

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

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

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

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

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

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

3. If the Tenant has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at (212) 319-1200, or by mail at 460 Washington Street, New York, New York 10013, Attn: Resident Service Specialist. The Owner shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. If the Tenant and the Owner cannot reach an equitable agreement and the Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the PSC through the Department of Public Service. Alternatively, the Tenant may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at [www.dps.ny.gov](http://www.dps.ny.gov).

4. The Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, [www.dps.ny.gov](http://www.dps.ny.gov). The Tenant may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Tenant may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Tenant has difficulty paying the electric bill, you may contact the Owner by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Tenant can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
  - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
  - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Tenant and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Tenant is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Tenant may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Tenant also has certain additional rights assured by HEFPA.

12. Any submetering refunds will be credited to a submetered Tenant affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Tenant.
13. The Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. The Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by the Tenant or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Tenant or any other occupant for any loss, damage, cost, or expense that the Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Tenant's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner (or its agent) fails to deliver a bill to the Tenant for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Tenant, nor shall any such failure relieve or excuse the Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.
16. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF THE TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# **EXHIBIT 7**

**BRIDGE LAND WEST LLC**

January 29, 2014

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

**Re: Notice of Intent to Submeter Electricity at 460 Washington Street, New York, New York 10013**

Dear Mr. Desanti:

Please be advised that on January 29, 2014, Bridge Land West LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, 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,

Bridge Land West LLC

/s/ Bryan Cho

\_\_\_\_\_  
Signature

By: Bryan Cho, Chief Executive

\_\_\_\_\_  
Name (printed), Title

Bridge Land West LLC

\_\_\_\_\_  
Company Name

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

# **EXHIBIT 8**

# RELATED'S COMMITMENT TO GREEN LIVING

## Our Commitment to Green Operations

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

## Our Commitment to Sustainable Development

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



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

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

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



### Building Recycling

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



### Dry Cleaning & Housekeeping

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



### Partnerships

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



### Related Personal Assistant

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

Related Personal Assistant not available at all properties



### Events

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



### Communications

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



### Have a Question or Suggestion?

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

# TIPS FOR A GREENER LIFESTYLE

Click on the icons for suggested resources.

## REDUCE & REUSE

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



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



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



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



## SHOPPING

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



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



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



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



## CLEANING

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



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



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



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



## ENERGY

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



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



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



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



## DID YOU KNOW

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

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

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

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