

BRODSKY

The Brodsky Organization
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New York, NY 10019
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Kathleen Burgess
Secretary
New York State Public Service Commission
State of New York
3 Empire State Plaza
Albany, NY 12223

Re: Petition to submeter electricity at a building located at 366 Flatbush Avenue Extension,
Brooklyn, NY 11201

Dear Secretary Burgess,

City Point Residential LLC, is the owner of the above-mentioned new rental building. The owner submits the petition pursuant to 16 NYCRR § 96.2 (c) to provide future sub-metering services for the building mentioned above which is located within the service territory of Consolidated Edison Company, Inc., 366 Flatbush Avenue Extension, Brooklyn, NY 11201.

Construction began June 2014 and expected completion is March 2016. The Building will consist of 439 units. All units will be fair market units. (At this time there are no plans for rent stabilized/regulated units) There are currently no tenants in this building.

Heating is provided through heat pump boilers, with thermostat controls. Some perimeter apartment bathrooms have under floor electric mats to compliment the heat in these areas but are not the primary source of heat in these areas and are controlled by a thermostat.

In addition, the Owner's sub-metering plan satisfies the requirements of 16 NYCRR § 96.2 (c). Accordingly, the Owner respectfully requests the Commission approve this petition.

Economic advantages of sub-metering over direct utility metering:

The sub-metering system to be installed in the Building will include remote reading capabilities utilizing Power Line Carrier. This communication will allow a more cost-effective sub-metering system due to the elimination of control wiring. Each of the meters will communicate daily over the existing power lines in the Building using a data collection device referred to as a Scan Transponder. The data that is sent will include the hourly usage of electricity for each apartment.

The QuadLogic sub-metering system has an advantage in that; it includes fair energy cost allocation based on actual resident consumption. The QuadLogic system also includes daily data availability for usage and the convenience of a remote reading system, which makes entry to the private residences and inconveniencing the tenants not required for meter reading.

Description of the sub-metering system to be installed:

Quadlogic Control Corporation's Mini-Closet-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 hourly electric usage and retains this information for approximately 60 days. The submetering 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 60,000 apartment units in the New York Metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations. It can also be upgraded to provide advanced data. Please see attached Quadlogic Specifications for further details.

Method to be used to calculate rates to tenants:

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

Basic 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 NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY

	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR § 96.2 [b] (3))

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10" – Electric: Full Service.

QuadLogic Controls Corp. as the Building's electric billing company will read the meters monthly and process a bill based on the actual consumption of each tenant. The meter reading data and billing calculations will be documented and maintained for six (6) years, per the requirements set forth in 16 NYCRR §96.

Complaint procedures and tenant protection:

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: (the building is currently not occupied)

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management: Urban Associates can be contacted via email at rmason@brodskyorg.com or by telephone number 212-896-5598 or at the management office at 400 West 59th Street, New York, New York 10019.** If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants 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 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

Electric bills from Quadlogic to tenants will contain, among other things, opening and closing meter reads and dates, usage during a current period, a breakdown of dollar amounts billed, sales tax, the total charge for the period, and the total amount due (see attached sample Quadlogic electric bill).

In the event of non-payment of electric charges, the Owner shall afford the tenant's all notices and protections available to such tenant's pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including termination of service, is commenced (see attached HEFPA documents for the Building). Electric will not be treated as additional rent by the Owner.

Procedure for notifying tenants and Con-Edison of the proposal to sub-meter; lease riders; test billing:

A section in the lease rider will notify each tenant that their unit is submetered for electricity. (the submetering lease rider will be added as an addendum to the building's lease rider) The provision will in plain language clearly enumerate the grievance procedures for the tenant and will specify the rate calculation, rate caps, complaint procedures, and tenant protections and enforcement mechanisms and such provisions will be in compliance with the Home Energy Fair Practices Act. Con Edison will be notified at the time this petition is filed with the Public Service Commission under separate cover (see attached letter to Con Edison)

Enforcement mechanism is available to tenants:

The complaint procedure constitutes the tenant's standard enforcement program, which are in compliance with the Home Energy Fair Practices Act

Certification that the lease language shall be sufficient to describe all relevant information to the tenant:

The Owner will certify that the method of rate calculation, rate cap, complaint procedures, tenant protections, and enforcement mechanism will be incorporated in all lease language plan agreements for sub-metering (see attached submetering lease rider).

Statement on sub-metering system capability to individually terminate electricity from each unit:

The submetering system has the capability to disconnect manually any single tenant unit from the Utility system. However, the system is not designed to remotely disconnect a tenant unit from the Utility system.

Weatherization and other energy efficient measures:

1. Apartments are conditioned by water source heat pumps with an average EER of 13.25.
2. Residential corridors are served by energy recovery air handler units with enthalpy wheels, average unit EER of 13.4.
3. Building heating is by natural gas condensing boilers with thermal efficiencies (Et) of 93.5% and 95.5%.
4. Building domestic water is by high efficiency natural gas condensing boilers.
5. HVAC pumps are equipped with NEMA premium efficiency motors and variable speed drives to reduce pump speed in response to building demand. Pump motor sizes of 7.5, 7.5, 50, and 100 HP, resulting in W/GPM values of 37.29, 55.93, 21.93, and 43.86, respectively.
6. 439 Energy Star clothes washers in apartments, Bosch model WAP2420IUC.
7. 439 Energy Star dishwashers in apartments, GE models GDT53OPSDSS, GDF52OPGDWW, CDT725SSFSS.
8. 439 Energy Star refrigerators in apartments, GE models GNS22ESESS, GBE20ESESS, GTHI8IBDWW, GTH2IGBEWW, CNE22SSESS.
9. Low flow apartment plumbing fixtures, toilets at 1.28 GPF, kitchen faucets at 1.5 GPM, lavatory faucets at 1 GPM, and showerheads at 1.75 GPM.
10. Overall building lighting power density of 0.39 W/sqft, which is 79% better than code of 0.7 W/sqft.
11. Exterior lighting total wattage is 12% better than code.
12. Building envelope has insulated spandrel sections with a U-Factor of 0.155

13. Apartment windows are double pane low-e glazing with a U-factor of 0.40 and a solar heat gain coefficient (SHGC) of 0.36.
14. Building roofs are insulated with a U-Factor of 0.067.
15. As part of Tower 2's energy efficiency goals, the building is pursuing a LEED Silver rating.

Installation of the sub-metering system:

The submetering system has not been installed.

Thank you for your attention to this matter.

Sincerely,



Jason Garone
Owner Representative

BRODSKY

The Brodsky Organization
400 West 59th Street
New York, NY 10019
212 315 5555 *main*
212 896 5549 *fax*
www.brodskyorg.com

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

Re: Petition to sub-meter electricity at building located at 366 Flatbush Avenue Extension,
Brooklyn, New York 11201

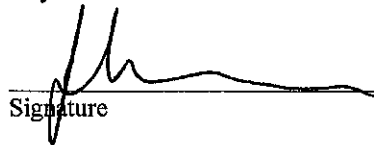
Dear Mr. DeSanti,

City Point Residential LLC, submitted to the New York State Public Service Commission a petition for an order to sub-meter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company, Inc.

Thank you,

Sincerely,

City Point Residential LLC



Signature

J. Garone

Name

City Point Residential, LLC

Company Name

ENERGY SAVING IDEAS

Conserve Energy. Save Money. Protect the Environment.

What can you do to lower your electric bill? Quadlogic has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources*, and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

LIGHTING

- ❖ Replace ordinary light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- ❖ Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- ❖ Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- ❖ Use lower wattage bulbs whenever you can. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.
- ❖ Replace ordinary switches with motion sensors. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically so you don't light an unoccupied room.

APPLIANCES

- ❖ Choose Energy Star appliances, which use considerably less energy than other appliances.
- ❖ Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- ❖ Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.
- ❖ Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

COMPUTER & HOME OFFICE EQUIPMENT

- ❖ Turn your computer off when it is not in use. Much of the energy use associated with computer is wasted because PC's are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.

- ❖ Turn off your display device or monitor. Monitors consume a significant portion of the energy used by PC's.
- ❖ Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- ❖ Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- ❖ Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

AVERAGE ANNUAL ENERGY CONSUMPTION			
Equipment	Conventional Products	Energy Saving Products	Potential Energy Savings
Desktop PC's	500 kWh	250 kWh	50%
Fax Machines	300 kWh	135 kWh	55%
Laser Printers	750 kWh	270 kWh	65%
Copier (Medium)	1200 kWh	535 kWh	55%
Copier (Large)	2800 kWh	1200 kWh	55%

You may find "Energy Star" appliances at your local retail stores.

USEFUL LINKS

- www.sears.com
- www.circuitcity.com
- www.bestbuy.com
- www.pcrichard.com
- www.allcityappliance.com

OTHER HELPFUL HINTS

- ❖ Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money.
- ❖ Stop leaks at faucets, toilets, tubs, and showers. If the leak is from hot-water faucets, it wastes the energy from your hot water heater and costing you more money.

* Sources: Con Edison, LIPA, Orange and Rockland, NYSERDA, Niagra Mohawk, Southern California Edison.

MAKE PAYMENT TO →

PLEASE PAY BY:

USAGE - KWH

AMOUNT DUE - \$

TENANT



RETURN THIS STUB WITH PAYMENT

METER NO.	PREVIOUS READING	CURRENT READING	USAGE - KWH	AMOUNT - \$	RATE - \$
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ALC

RETAIN THIS PORTION FOR YOUR RECORDS

DIVISION 16 ELECTRICAL SPECIFICATIONS

ELECTRIC SUBMETERING

Available in MS Word format:
www.quadlogic.com
Click "Support" then
Submetering Specifications

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide electric submetering to meter electric consumption for each tenant in accordance with the Contract Documents.

1.02 ELECTRONIC POWER METERING

- A. Provide electronic power metering where indicated complying with all requirements below. Meter(s) shall be Quadlogic Controls Corp. or approved equal.
- B. The meters shall be manually readable using local Liquid Crystal Display (LCD) via push-button and automatically readable utilizing Frequency Hopping Spread Spectrum Power Line Carrier Communication ("PLC").
- C. The metering system shall consist of the Quadlogic MiniCloset-5, MiniCloset-5c, RSM-5, RSM-5c, S-20, S-10 & Transponder(s) or equal.
- D. Meter shall be configured for [residential] [commercial] application and applied on [120/240V] [120/208V] [277/480V] [347/600V] [480V delta 3P3W] [600V delta 3P3W] nominal systems or as indicated on the drawings.

1. Residential Use (kWh):

- a. 120/208V single phase, 3 wire (2 pole)
- b. 120/240V split phase, 3 wire

2. Commercial/Industrial Use (kWh and Demand):

- a. 120/208V, 277/480V and 347/600V, 3 phase/4 wire
- b. 480V and 600V Delta, 3 phase/3 wire

- E. **NOTE TO SPECIFIER: DELETE FOLLOWING PARAGRAPH IF METER IS CONFIGURED FOR RESIDENTIAL APPLICATION.** [kW Demand shall be measured and recorded every [15] minutes. (Demand is factory configured in block intervals. Rolling (overlapping) time interval demand shall also be configurable as an option.) Demand shall be recorded along with the time and date at which it occurs. The meter shall be classed as a mass memory interval meter (meters which record and store the energy use by time). The demand interval and optional time-of-use schedules shall be factory programmed and stored in each meter. Daily peak demands shall be capable of being read by a remote computer.]

- F. **NOTE TO SPECIFIER: DELETE FOLLOWING PARAGRAPH IF METER IS CONFIGURED FOR COMMERCIAL APPLICATION.** [kW Demand shall be measured and recorded every [60] minutes. (Demand is factory configured in block intervals. Rolling (overlapping) time interval demand shall also be configurable as an option.) Demand shall be recorded along with the time and date at which it occurs. The meter shall be classed as a mass memory interval meter (meters which record and store the energy use by time). The demand interval and optional time-of-use schedules shall be factory programmed and stored in each meter. Daily peak demands shall be capable of being read by a remote computer.]

DIVISION 16 ELECTRICAL SPECIFICATIONS

- G. The Meter shall have the following Testing and Certification:
1. UL/CUL recognized
 2. Meets or exceeds requirements of ANSI C12.1, ANSI/IEE C37.90.2. ANSI/IEEE C37.90.1, and Measurement Canada.
- H. Each meter shall interface to the electrical load being measured with a direct voltage tap, up to 600 VAC, and with 0.1Amp or 5.0A secondary for split and solid core current transformers.
- I. Monitoring
1. Provide true RMS measurement of current, volts, %THD, kW, kVA, kVAR, kWh, power factor.
 2. The Meter shall have an accuracy of $\pm 0.5\%$ or better.
- J. User Interface
1. Reading shall be accessible on a local LCD display. The display shall consist of two rows of 16 characters on each row. The consumption reading shall be up to six (6) digits.
 2. Provide an IEC type optical port capable of direct connection to a laptop.
- K. The system shall be a fully automated, microprocessor-based electric utility measurement system. The system shall be capable of measuring and recording the usage of electricity and shall be capable of communicating the reading to an optional on-site or remote computer (i.e. the billing computer) via modem or other means of communications.
- L. The meter shall not depend on battery power for maintaining functionality. Meter shall monitor all metering parameters and perform communication tasks using a non-volatile flash memory. On-board battery shall only be used in power failure to maintain time, log incoming pulses (if applicable) and to store the data acquired within the incomplete interval at the time of the power failure.
- M. Each meter shall be capable of reading minimum of four (4) dry contact, Form A pulse inputs to automate the reading of other utilities such as gas, water or BTU's. MiniCloset-5 and MiniCloset-5c shall be capable of reading up to 48 pulses.
- N. Each meter shall be equipped with a clock/calendar that automatically accommodates leap years. The clock/calendar shall be backed up by battery and continue operating during power outages. The time and date shall be automatically synchronized by the Scan Transponder(s) and capable of being reset by a remote computer.
- O. Each meter shall be complete with internal CT termination and shorting and fuse block <where applicable>.
- P. Revenue related metering parameters (i.e. demand intervals) shall be permanent and stored in each individual meter. It shall not be possible to change metering parameters through unauthorized access to the system.

DIVISION 16 ELECTRICAL SPECIFICATIONS

- Q. Provide Phase Diagnostic Registers that include multipliers for amperage, voltage, watts, and line frequency. On a per-phase basis Phase Diagnostics shall include voltage, VAR phase shift, accumulated kWh and kVARh and instantaneous amps, watts, VAR's, VA's, phase angle (degrees displacement between current and voltage waveforms), and Power Factor.
- R. Provide Event Diagnostic Registers that include time and date and the number of times the time has been changed, number of power downs, power ups and start ups with time and date of last occurrence, and the number of times the accumulated peak demand has been reset, also with the time and date of the last occurrence. Meters that communicate by Power Line Carrier Communications shall also include counts of properly received messages, rejected messages and the numbers of transmissions without replay.
- S. On-board Memory Storage
1. The meter shall maintain a minimum of 60-day log of daily Time-of-Use consumption, interval data and peak demand readings along with the time and date at which the daily peak demands occur. The consumptions recorded shall be the reading at the end of the Time-of-Use period of the end of the day. The peak demand recorded in the log shall be the peak demand for the Time-of-Use period for that day.
 2. Each meter shall maintain a minimum of 60-day date logging capacity consisting of fifteen (15) minute or hourly demands with time and date stamp.
 3. Memory shall be non-volatile.
- T. Control power for the meter shall be obtained via the monitored voltage connections. A separate control power input is not allowed.
- U. Communications Interface
1. Where indicated in the drawings, the system shall communicate with a remote computer using one or more of the methods noted below. Preferred method communications method shall be Power Line Carrier Communications.
 - a. The meter shall communicate over the electrical power wiring to a Scan Transponder via bi-directional, frequency hopping, spread spectrum power line carrier communications. These signals shall be capable of passing through a single 600/120V or 480/120V transformer. The Scan Transponder and each meter shall select the best available combination of phase, frequency range and baud rate for communication at any given time.
 - b. RS-485. Install per manufacture's guidelines and recommended wire specification.
 2. All meters shall have as an option a local RS-485 serial port for direct connection to the PC.
 3. Individual meters shall be capable of being equipped with a modem for direct connection to a telephone line if necessary.

DIVISION 16 ELECTRICAL SPECIFICATIONS

1.03 SCAN TRANSPONDER

- A. Scan Transponders shall be installed to collect data from meters on a daily basis and provide a centralized data access point.
- B. All communication shall be direct between a Scan Transponder and each meter, and under the control of the Scan Transponder. Meters will not repeat messages from other meters nor will message routing be determined by meters.
- C. A Scan Transponder shall be provided for every 240 electric metering points and one Scan Transponder shall be provided per utility transformer or electrical service. Contractor shall provide required location, quantities and voltage connections for Transponders based on manufacture's specifications and instructions.
- D. Scan Transponder shall begin each communication with a meter with verification of clock and meter ID to ensure date integrity.
- E. The Scan Transponder shall store downloaded meter values in flash memory and shall hold at least 30 days worth of records.
- F. All communication shall be direct between a Scan Transponder and each meter, and under the control of the Scan Transponder.
- G. Multiple Scan Transponders shall be connected by Data Link (RS-485).
- H. Where indicated on manufacturer's shop drawings, meter shall be connected to the Scan Transponder by Data Link (RS-485).
- I. Where indicated on manufacturer's shop drawings, provide a modem on a Scan Transponder for phone line connection to remote computer.
- J. Scan Transponder locations shall be approved by manufacture and installed per manufactures' guidelines. Upon request, manufacture shall provide a project specific design for Scan Transponder system.
- K. Owner shall provide a dedicated telephone line for remote access to the Transponder.

1.04 SOFTWARE

- A. Quadlogic's IQ software or comparable system shall be capable of reading the system, downloading the metered data, and generating energy bills for electricity. (System must also be capable of compiling data from other utility meters such as BTU, gas, water and steam.)
- B. Quadlogic's IQ software or comparable system shall be capable of producing graphs and charts for load profiling including intervals ranging from 5 through 60 minute time periods.
- C. Data collected through IQ software or comparable must be able to be uploaded to spreadsheet programs for analysis such as Microsoft Excel.

DIVISION 16 ELECTRICAL SPECIFICATIONS

PART 2 – EXECUTION

2.01 INSTALLATION

- A. A circuit breaker shall be provided at the metering location to allow safe access to metering components without powering down the entire panel. Where utilized, S-20 200A meters require tenant disconnect to be on the line side of the electric meter.
- B. All meters shall be installed to manufacture's installation instructions.

2.02 SYSTEM COMISSIONING AND START-UP

- A. Contractor to provide third party testing of power metering system or "commissioning". The owner's submetering service company or manufacturer's qualified service organization can provide third party testing. Testing shall be performed prior to tenant occupancy through the following process:
 - 1. Have the installation contractor record the "cross reference" or the meter serial number (unique ID), meter point, to apartment/unit relationship.
 - 2. Check for power to the meter.
 - 3. Check the serial number inside the meter.
 - 4. Open the panel so that all CT's are visible.
 - 5. Verify the CT ratio and write up the cross reference information for the meter.

NOTE TO SPECIFIER: ITEMS 6-8 BELOW APPLY TO RESIDENTIAL APPLICATIONS ONLY. DELETE IF METER/SYSTEM IS CONFIGURED FOR A COMMERCIAL APPLICATION.

- 6. Confirm the "cross reference". This can be accomplished by having one technician turn on a known load in the respective unit on each phase (hair dryer, electric heater, electric stove, etc)
 - 7. Have a second technician at the meter verify the meter's phase diagnostics for the assigned apartments/units. Confirm that there is a significant increase on the load for each phase of the meter point.
 - 8. Once all phases have been checked and loads are still running, turn off the breaker serving the apartment and confirm that all loads in the apartment are disconnected. This completes the verification of the cross-reference list.
- B. Test Results:
 - 1. Submit two draft copies of test results to the Owner for review.
 - 2. After approval by the Owner, submit the test results in two final printed copies and one computer readable copy.

DIVISION 16 ELECTRICAL SPECIFICATIONS

- C. Third party testing shall include testing of Power Line Carrier Communications between power meters and Transponders referred to as "start up".
1. Testing shall confirm that all power meters included in cross reference are properly communicating with the Transponders.
 2. Testing shall confirm that remote connection system via phone line is complete.
 3. Testing shall confirm that all Transponders on the RS-485 network are communicating properly.

END OF SECTION

Rider to Lease: Submetering
366 Flatbush Avenue Extension, Brooklyn, NY 11201

1. You acknowledge that City Point Residential LLC, will be the provider of electricity to the building and that the tenant will be paying the charges for such electricity directly to this entity (or its successor), You 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 You by Owner (or its agent) on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. Electricity will not be treated as additional rent. In the event of non-payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced.

2. Method to be used to calculate rates to residents

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

Basic 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 NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY

Utility Tax	.XXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including a monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (the SC-1 rate) (see 16 NYCRR § 96.2 [b]).

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10" – Electric.

Quadlogic Controls Corporation ("Quadlogic"), as the building's electric and utility billing company, will read the meters monthly and process a bill based on the actual consumption of each tenant. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.

3. When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management; Urban Associates can be contacted via email at rmason@brodskyorg.com or by telephone number 212-896-5598 or at the management office at 400 West 59th Street, New York, NY 10019.** If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants 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 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

Electric bills from Quadlogic to tenants will contain, among other things; the name, address, dates of the present and previous readings, whether estimated or actual, the meter multiplier, amount consumed between present and current readings, the customer's service classification, administrative charge and the amount owed for the latest period (see attached sample Quadlogic electric bill).

4. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. 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. You may contact the PSC at any time if You are dissatisfied regarding management's response to Your complaint or at any time regarding submetered service.
5. You 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, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

6. If You have difficulty paying the electric bill, You may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby You may be able to pay the balance owed over a period of time. If You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If You have life support equipment and a medical certificate.
8. 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.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can 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, You also have certain additional rights assured by HEFPA.
12. You agree 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. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. 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 You or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay to such bill, except as may otherwise be provided by applicable law.
15. 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, Thirtieth Revised Leaf No. 202). 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 a 366 Flatbush Avenue representative by phone or in writing and he/she will work with you.

FILING RECEIPT

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ENTITY NAME: CITY POINT RESIDENTIAL LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NEWY

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FILED:09/01/2011 DURATION:***** CASH#:110901000877 FILM #:110901000835

FILER:

EXIST DATE

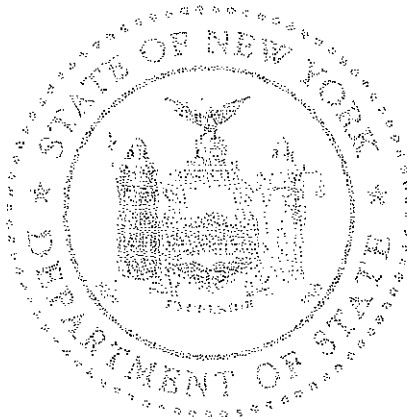
ROSENBERG & ESTIS, P.C.
733 THIRD AVENUE
ATTN: ARI ARANDA, ESQ.
NEW YORK, NY 10017

09/01/2011

ADDRESS FOR PROCESS:

C/O THE BRODSKY ORGANIZATION, LLC
400 WEST 59TH STREET
NEW YORK, NY 10019

REGISTERED AGENT:



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SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45 *

FEEs 260.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 260.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 260.00
OPAL 0.00
REFUND 0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on September 2, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

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ARTICLES OF ORGANIZATION
OF
CITY POINT RESIDENTIAL LLC

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(Under Section Two Hundred Three of the Limited Liability Company Law)

The undersigned person, acting as an organizer of the limited liability company hereinafter named, sets forth the following statements:

- FIRST:** The name of the limited liability company (the "Company") is: City Point Residential LLC.
- SECOND:** The county within the State of New York in which the office of the Company is to be located is the County of New York.
- THIRD:** The Secretary of State of the State of New York is designated as agent of the Company upon whom process against it may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Company served upon him or her is c/o The Brodsky Organization, LLC, 400 West 59th Street, New York, New York 10019.
- FOURTH:** The Company is to be managed by one or more members or managers.
- FIFTH:** The business purpose for which the company is formed is as follows: to engage in any lawful act or activity permitted by the Limited Liability Company Law of the State of New York (the "Act").
- SIXTH:** The members of the Company shall not be personally liable for any debt or obligation of the Company. Each member shall be liable for only the amount of capital which has been contributed to the Company by such member.
- SEVENTH:** The Company shall, to the fullest extent permitted by Article 4 of the Act, as the same may be amended and supplemented, indemnify and hold harmless, and advance expenses to, any member, manager or other person, or any testator or intestate of such member, manager or other person, from and against any and all claims and demands whatsoever, provided, however, that no indemnification may be made to or on behalf of any member, manager, or other person if a judgment or other final adjudication adverse to such member, manager or other person establishes (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

IN WITNESS WHEREOF, the foregoing Articles of Organization were executed by the undersigned as of this 1st day of September, 2011 and I do hereby affirm, under penalties of perjury, that the statements contained herein have been examined by me and are true and correct.

/s/ Ari Aranda
Ari Aranda, Organizer

**CSC 45
DRAW DOWN**

110901000

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**ARTICLES OF ORGANIZATION
OF
CITY POINT RESIDENTIAL LLC**

(Under Section Two Hundred Three of the Limited Liability Company Law)

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

SEP -1 2011

**ROSENBERG & ESTIS, P.C.
733 THIRD AVENUE
NEW YORK, NEW YORK 10017
ATTN: ARI ARANDA, ESQ.**

TAX \$

BY:

Encl let 898579AJC

877

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BRODSKY

October 17, 2014

Dear John Doe:

We would like to thank you for your interest in leasing an apartment at **City Point Residential, LLC**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **10A**
Rent: **\$3,500.00**
Term: **1 year**
Lease Dates: **October 1, 2014 to September 30, 2015**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- 1) Welcome Letter
- 2) Standard Form of Apartment Lease
- 3) General Building Rider
- 4) Carbon Monoxide and Smoke Detector Device
- 5) Maintenance Addendum
- 6) Pet Rider
- 7) Window Guards - NY
- 8) Bedbug Infestation History Disclosure
- 9) Tenant Information Sheet
- 10) W-8/W-9
- 11) Occupant Rider
- 12) Fire Safety Acknowledgment
- 13) Fire Safety Plan for 10 City Point Place
- 14) Payment in the form of certified check, bank check or money order for the following: **\$3,500.00** representing the first month's rent payable to **City Point Residential, LLC** and **\$3,500.00** representing the security deposit payable to **City Point Residential, LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of _____ at 10 City Point Place, Brooklyn, NY 11201.

If you have any comments or issues, feel free to contact Michelle Frucht, Director of Leasing, at 212-896-5557 or mfrucht@brodskyorg.com.

Sincerely,

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD:

City Point Residential, LLC
Address for Notices:
400 West 59th Street, Floor 3
New York, NY 10019

TENANT:

John Doe

Apartment (and terrace, if any) 10A at 10 City Point Place, Brooklyn, NY 11201

Lease Date: October 17, 2014	Term: 1 year beginning: October 1, 2014 ending: September 30, 2015	Yearly Rent: \$42,000.00 Monthly Rent: \$3,500.00 Security: \$3,500.00
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Rider Additional terms on 9 additional riders is attached and made a part of this Lease.

1. **Use** The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.
2. **Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.
3. **Rent, added rent** The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.
4. **Security** (Held in JP Morgan/Chase Bank, 1116 Avenue of the Americas, New York, NY 10003) Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.
5. **Services** Landlord will supply: (a) heat as required by law; (b) hot and cold water for bathroom and kitchen sink; (c) use of elevator, if any; and (d) cooling if central air conditioning is installed. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

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Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

- 6. Repairs** Tenant must take good care of the Apartment and all equipment and fixtures init. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.
- 7. Alterations** Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. ~~The demand shall be by notice given at least 15 days before the end of the Term.~~ Landlord is not required to do or pay for any work unless stated in this Lease.
- 8. Fire, accident, defects, damage** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building.
- 9. Liability** Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.
- 10. Landlord may enter** Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.
- 11. Assignment and sublease** Tenant must not assign this Lease or sublet all or part of the

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Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.

- 12. Subordination** This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.
- 13. Condemnation** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.
- 14. Tenant's duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.
- 15. Tenant's defaults and Landlord's remedies**
- a. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:
 1. Failure to pay rent or added rent on time.
 2. Improper assignment of the Lease, improper subletting all or part of the Apartment.
 3. Improper conduct by Tenant or other occupant of the Apartment.
 4. Failure to fully perform any other term in the Lease.
 - b. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.
 - c. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may in addition to other remedies take any of the following steps:
 1. Enter the Apartment and remove Tenant and any person or property;
 2. Use dispossession, eviction or other lawsuit method to take back the Apartment.
 - d. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.
- 16. Waiver of jury, counterclaim, set off** Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the

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Apartment, Tenant shall not have the right to make a counterclaim or set off.

- 17. Notices** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.
- 18. No waiver, illegality** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.
- 19. Bankruptcy, insolvency** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.
- 20. Rules** Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.
- 21. Representations** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.
- 22. Landlord unable to perform** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.
- 23. End of term** At the end of the Term, Tenant must: leave the Apartment clean and in good condition; subject to ordinary wear and tear, remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term.
- 24. Space "as is"** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."
- 25. Quiet enjoyment and habitability** Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.
- 26. Landlord's consent** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.
- 27. Legal Fees** ~~The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.~~
- 28. Limit of Recovery** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.
- 29. Lease binding on** This Lease is binding on Landlord and Tenant and those that lawfully

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succeed to their rights or take their place.

30. Landlord Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

31. Paragraph headings The paragraph headings are for convenience only.

32. Changes This Lease may be changed only by an agreement in writing signed by and delivered to each party.

33. Effective date This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures Landlord and Tenant have signed this Lease as of the date at the top.

Urban Associates, LLC As Agent For City Point Residential, LLC

John Doe (*Tenant*)

Date

(*Landlord*)

Date

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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC (LANDLORD) AND JOHN DOE (TENANT) REGARDING APARTMENT 10A IN THE PREMISES LOCATED AT 10 City Point Place, Brooklyn, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT.

GENERAL BUILDING RIDER FOR DE-CONTROLLED LEASES **10 CITY POINT PLACE**

PLEASE INITIAL AT THE BOTTOM OF EACH PAGE

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC, AS LANDLORD AND JOHN DOE AS TENANT(S) FOR APT #10AAT10 City Point Place, Brooklyn, NY 11201.

1. **RENT:** Tenant(s) must pay Landlord in advance, on the first day of each month. If for any reason the Landlord does not receive the monthly rental payment or a portion of the rent payment, by the tenth (10th) day of any month or if the rent check is returned unpaid to Landlord, the Tenant(s) shall pay, as additional rent, a fee in the amount of \$50.00. If the Tenant(s) shall default in the timely payment of rent for any three (3) consecutive months or three (3) times in any one Lease year, regardless of the fact that such default(s) may have been cured in each instance, Landlord may serve Tenant(s) with a Seven Day Notice of Termination in order to terminate the Lease agreement.
2. **LEASE TERMS AND CONDITIONS:** The Lease start date is the first of the month. The rent will begin on the Lease start date, or move in, whichever is earlier, provided that this is approved by the Landlord. The ending date of the Lease term will not change in the event that the Landlord is unable to give possession on the Lease start date. The rent shall be prorated based on the date the Tenant(s) is given possession. In order to calculate the prorated portion of rent due, Tenant should use the following formula: monthly rent multiplied by 12, divided by 365, multiplied by the number of rent responsibility days in the first month of Lease. **UNDER NO CIRCUMSTANCES CAN THIS LEASE (AND OCCUPANCY) BE FOR LESS THAN THIRTY (30) DAYS, NOR LESS THAN THE LEASE TERM STATED IN THIS LEASE. SHORT TERM STAYS ARE NOT PERMITTED.**
3. **ACCEPTANCE OF RENT:** Rent payment shall be accepted from the Tenant(s) of record only unless other written agreement has been entered into and signed by Landlord. It is also understood and agreed that acceptance of rent from someone other than the Tenant of record shall not be construed to confer tenancy rights. Said right of tenancy will remain solely with the Tenant of record for the apartment in the Lease.
4. **USE OF APARTMENT:** Tenant(s) 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 Section 235-f.
5. **SUBLET OR ASSIGNMENT:** Tenant(s) shall not assign Tenant(s) interest in this Lease or sublet the demised premises or any part thereof without obtaining the prior written approval of the Landlord and in accordance with Section 226-b of the Real Property Law. If the Landlord shall grant Tenant(s) the right to sublet or assign and Tenant shall thereupon assign this Lease or sublet all or any portion of the Demised Premises, then and in that event Tenant shall pay to Landlord as additional rent One Hundred percent (100%) of the excess, if any, of the Fixed Rent plus additional rent paid by the assignee or sublessee to Tenant over the Fixed Rent plus additional rent allocable to the Tenant's Demised Premises. One Hundred percent (100%) of any cash or other consideration payable to Tenant in connection with such assignment or Sublease or the sale of Tenant's property in connection therewith (less in the case of the sale thereof the fair market value of such personal property as reasonably determined by Landlord), shall be similarly paid over to Landlord when and as received by Tenant. Landlord can charge Tenant(s) the market rent (which shall be determined by market conditions and set forth by the Landlord) for the entire sublet period.
6. **KEYS:** Tenant(s) will receive one set of keys (bottom and mailbox). The building does not keep a set of keys. If the Tenant(s) is locked out and or loses his/her keys, the Tenant(s) will have to call a locksmith at his/her own expense. Should Landlord need to enter the apartment for an emergency, locks will be changed and a new set of keys will be left at the concierge desk or with the building staff.
7. **RENTER'S INSURANCE:** Tenant(s) at his/her own cost and expense shall (as of date of possession) procure and maintain throughout the term of the Lease, a renter's insurance policy for the demised premises with personal liability insurance in the amount of One Hundred Thousand Dollars (\$100,000). Such policy shall state the Landlord as additionally insured. The insurance provided herein shall be effected by valid and enforceable policies fully paid for by the Tenant(s),



Initials: _____

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certificates thereof shall be delivered to the Landlord within sixty (60) days after commencement of the term of the Lease. Failure of the Tenant(s) to supply insurance will be considered a substantial breach of the Lease.

8. **MUSICAL INSTRUMENTS:** Tenant(s) is permitted to practice his/her musical instrument after 9:30 AM and no later than 8:00 PM weekdays and not before 11:00 AM and no later than 8:00 PM on Saturdays and Sundays as long as it does not become a disturbance to other Tenants. If said musical instrument disturbs other Tenants, Landlord reserves the right to have Tenant(s) cease playing of musical instrument altogether.
9. **PETS:** All dogs and other animals must be kept on a leash at all times and the Tenant(s) must use the service elevator (if possible) when taking their pets in and out of the building. Dogs must be curbed away from the front of the building and are not permitted on any grass or garden plot, roof, fitness room or laundry room under any circumstances. Because of the health hazard and possible disturbance of the other Tenants which arise from the uncontrolled presence of animals, especially dogs, in the building, the strict adherence to the provisions of its rule by each Tenant(s) 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(s) under this Lease. Landlord may elect to end the Lease based on this violation.
10. **CHANGES OR ALTERATIONS:** Antennas, satellite dishes and other receiving devices may not be erected on the roof attached to outside walls, windows, or railings of the building, except in accordance with FCC regulations. Awnings or other projections shall not be attached to the outside of the building, railings, balcony or terrace. Tenant(s) agrees not to use or place anything in the common areas/corridors including, but not limited to doormats, baby carriages, bicycles, umbrellas and any other objects that could cause an obstruction. **TENANT MAY NOT ERECT ANY TEMPORARY OR PERMANENT PARTITION WALLS IN THE APARTMENT.**
11. **RECYCLING / TRASH:** Tenant(s) agrees to comply with all laws, rules and regulations concerning the collection, sorting and recycling of waste products, garbage, refuse and trash. Tenant(s) shall sort and separate recyclable materials in categories as provided by law and in accordance with the rules and regulations adopted by the Landlord.
12. **SMOKE DETECTOR AND CARBON MONOXIDE DEVICES:** You acknowledge that one or more smoke detectors and carbon monoxide detectors have been installed in the Apartment, that You have inspected each smoke detector and each carbon monoxide detector and all are in good working order. With respect to each smoke detector, as well as each carbon monoxide or other detectors in the Apartment, You (and not Owner) shall be responsible for servicing and maintaining such detectors, including but not limited to the replacement of batteries, if any. You shall be liable to Owner for any damage resulting from Your failure to keep all detectors in good order. Owner shall not be liable for any damage caused by the failure of any detector to operate properly.
13. **WATER FILLED FURNITURE:** Tenant(s) may not have any water filled furniture in apartment.
14. **TERRACE, BALCONY, PATIO, YARD and/or ROOF AREA/DECK:** If the demised apartment pursuant to this Lease includes a terrace, balcony, yard area or rights of access to or use of any roof area, the Tenant(s) shall have and enjoy the use of the terrace, balcony, yard area and/or roof subject to (i) the other provisions of this Lease and (ii) the use of the terrace, balcony, yard area and/or roof by the Landlord to the extent herein permitted. The Tenants use thereof shall, in all cases and notwithstanding anything to the contrary, be subject to (a) such rules and regulations as may, from time to time, be prescribed by the Landlord and (b) the Landlord's right of access thereof when necessary for building maintenance and/or other matters deemed necessary in the sole discretion of Landlord. The Landlord shall have the right to erect equipment on the roof, including radio and television aerials and antennae, for its use and the use of the Tenants in the building and shall have the right of access thereto for such installations and for the repair thereof. Tenant(s) must keep the areas free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good operating condition. Tenant(s) shall also comply with any and all applicable municipal laws, codes, rules and regulations relating to any terrace, yard area, balcony and/or roof and shall not permit the same to be used in violation thereof. Tenant(s) may not keep hanging plants or install a fence or any addition to the terrace or balcony. Tenant(s) must not use same for storage. Tenant(s) shall keep noise and light volume to a minimum so as not to disturb other Tenants. No planting, fences, structures or lattices shall be erected or installed on any terrace, balcony, yard area, and/or roof without the prior written consent of the Landlord. No alterations of any kind, including painting of walls, are permitted without the prior written consent from the Landlord. Cooking on/in balconies, terraces, yard and/or roof is not permitted. The Tenant(s) may not store any combustible materials on the terrace, balcony, yard area or roof. Any painting or other structures erected by the Tenant(s) or his predecessor in interest may be removed and/or restored by the Landlord at the expense of the Tenant(s) for the purpose of repairs or maintenance of the building. The failure of Tenant(s) to comply with such rules shall constitute a serious violation of the Lease.
15. **CARPETING:** Tenant(s) must cover at least 80% of apartment floors with carpet.
16. **BICYCLE STORAGE (if applicable):** Tenant(s) agrees that use of the bicycle storage room is at Tenants risk. The bicycle storage room is provided as a convenience to which the Landlord assumes no responsibility. Tenant(s) agrees to provide renter's insurance covering the risk of loss for such personal possessions. Tenant(s) has been advised that there are a limited number of spaces which will be given on a first come, first served basis, which must be arranged through Management.



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- 17. CONSTRUCTION:** Neighboring buildings may be the subject of construction, renovation or demolition. Landlord will not be liable to Tenant(s), nor shall Tenant(s) seek to hold Landlord liable for interference with views, light, airflow or ventilation, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Landlord's properties.
- 18. CANCELLATION OF LEASE:** Landlord shall have the right to cancel and terminate this Lease upon sixty (60) days written notice to the Tenant(s). Neither Landlord nor Tenant(s) shall have any rights, estates, liabilities, or obligations accruing under this Lease after the cancellation date, except such rights and obligations which, by the provisions of this Lease, expressly survive the expiration or termination of the term of the Lease.
- 19. MOVING OUT:** Upon the ending of this Lease, all walls and floors are to be left in the same condition in which Tenant(s) received them, reasonable wear and tear expected. Prior to the ending of this Lease, Tenant(s) shall at his/her own cost and expense, remove anything built or installed and remove all items of personal property at the end of the Lease term. In the event Tenant(s) shall vacate the apartment without removing all items of personal property, Landlord shall remove such items and deduct the expense associated with same from the Tenant's security deposit. Tenant(s) shall indemnify and hold the Landlord harmless for the value of any items of personal property that Tenant(s) shall have in the apartment.
- 20. HOLDING OVER AFTER LEASE END DATE:** The parties recognize and agree that the damage to Landlord resulting from any failure of Tenant(s) to timely surrender the premises at the expiration of the term of this Lease, including damages caused by delays in leasing the premises to a new Tenant(s) or in preparing them for leasing or in delivering occupancy, will be substantial and will not be readily ascertainable. Should Tenant(s) therefore, hold over in possession after the expiration of the original term or of any extended term of this Lease, such holding over shall not be deemed to extend the term or renew this Lease, but such holding over thereafter shall continue upon the covenants and conditions herein set forth, except that the charge for use and occupancy of such holding over for each calendar month or part thereof shall be equal to the Tenant's latest renewal rent offer plus an additional \$1,000.00 without set-off or deduction. The within provision shall survive the expiration or sooner termination of this Lease.
- 21. VACATING PRIOR TO END OF LEASE TERM:** In the event that the Tenant(s) vacates the subject apartment prior to the end of this Lease without the Landlord's written consent, same shall not end Tenant's obligations under the Lease, but Tenant(s) will continue to remain liable for the timely payment of rent each month when due under the Lease until such time as the Lease expires or the Landlord is able to re-rent the subject apartment. Tenant(s) will also be liable for all expenses incurred by the Landlord as a result of Tenant(s) vacating the subject apartment without authorization prior to the end of this Lease, including but not limited to Landlord's legal fees, broker's fees, advertising costs and prepping the apartment for re-rent. Tenant's failure to timely pay these monies to Landlord could result in legal proceedings being commenced against Tenant(s) for the entry of a money judgment against Tenant(s) for these monies and any other damages suffered by Landlord as a result of Tenant's unauthorized vacatur of the Premises.
- 22. FIRE SAFETY RIDER:** Tenant(s) acknowledges receipt of a Fire Safety Plan for the building mentioned above.
- 23. MOLD AND MILDEW:** Tenant agrees to keep the Unit clean; use the plumbing, HVAC, and other equipment for its designed purposes; provide appropriate climate control; and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Tenant agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Tenant also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common areas; (ii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; (iii) any inoperable doors or windows; and (iv) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. Tenant further agrees that Tenant shall be responsible for damage to the Unit and Tenant's property as well as personal injury to Tenant and Occupants resulting from Tenant's failure to comply with these terms. A default under these terms shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity.
- 24. 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 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 Landlord the right to end this Lease.
- 25. PACKAGES AND DELIVERIES:** Tenant understands that if management accepts a delivery in the Tenant's absence, management cannot be held responsible for loss or damage to any personal property and Tenant hereby waives all claims against management, the Landlord, its Agents and employees.



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The above terms and conditions of this Lease have been reviewed by Tenant(s) and are hereby accepted, approved and agreed to by Tenant(s).

John Doe (*Tenant*)

Date

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Initials: _____

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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC (LANDLORD) AND JOHN DOE (TENANT) REGARDING APARTMENT 10A IN THE PREMISES LOCATED AT 10 City Point Place, Brooklyn, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT.

CARBON MONOXIDE AND SMOKE DETECTOR DEVICE RIDER

I, John Doe have inspected apartment #10A at 10 City Point Place, Brooklyn, NY 11201. I have personally tested _____ carbon monoxide and smoke detector device(s) located in said apartment and have found it (them) to be in good working order. I understand that the maintenance of such detector(s) is my responsibility.

I further acknowledge receipt of a Fire Safety Plan for the building 10 City Point Place.

John Doe (*Tenant*)

Date

Address: 10 City Point Place, Brooklyn, NY 11201

Apartment: 10A

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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC (LANDLORD) AND JOHN DOE (TENANT) REGARDING APARTMENT 10A IN THE PREMISES LOCATED AT 10 City Point Place, Brooklyn, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT.

MAINTENANCE ADDENDUM

Resident agrees to keep the Unit clean; use the plumbing, HVAC, and other equipment for its designed purposes; provide appropriate climate control; and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common areas; (ii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; (iii) any inoperable doors or windows; and (iv) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

John Doe (Tenant)

Date

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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC (LANDLORD) AND JOHN DOE (TENANT) REGARDING APARTMENT 10A IN THE PREMISES LOCATED AT 10 City Point Place, Brooklyn, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PET RIDER

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it is expressly permitted in writing by Owner/Landlord. This consent, if given, can be taken back by Owner/Landlord at any time for good cause on reasonably given notice. Dogs must be leashed at all times and must gain entry to the premises via the service entrance when practicable, and must use the service elevator when available. Dogs must be curbed away from the building, in the street, and are not permitted on any grass or garden plot, roof, fitness room, laundry room or any other amenity room under any circumstances. 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 RIDER BY EACH TENANT AND ANYONE ACCOMPANYING THE PET IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THE PROVISIONS OF THIS RIDER 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. Tenants must "pick up" all of their pet's waste, and all defecation/urination must occur at the curb of the street and away from the building and sidewalks. Pets that demonstrate vicious attributes are required to be muzzled, but nothing in this requirement shall be read to prevent Owner/Landlord from terminating the Lease based upon any nuisance, or a breach of this Lease, that such a Pet may constitute.

Notwithstanding the prohibition of Pets as stated above, Tenant shall be permitted to keep a maximum of 2 pets per household up to a maximum of 50 lbs. combined full grown weight as long as the following information is submitted by Tenant and provided further that the following dog breeds shall not be permitted: DobermanPinschers, Rotweillers, Pitbulls, or any mixed breed containing any of the aforementioned breeds and Owner/Landlord may consider any such misrepresentation as a material breach of the Lease.

I do not have a pet at this time and if subsequent to signing this lease I want a pet, I will notify the leasing department and obtain Owner/Landlord's written permission prior to acquiring the pet.

John Doe (Tenant)

Date

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WINDOW GUARDS REQUIRED **LEASE NOTICE TO TENANT**

APPENDIX A

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

You are required by law to have window guards in all windows if a child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK WHICHEVER APPLY:

- CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 10 City Point Place #10A, Brooklyn, NY 11021

John Doe (Tenant)

Date

RETURN THIS FORM TO:
City Point Residential, LLC
400 West 59th Street, Floor 3
New York, NY 10019

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162

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State of New York
Division of Housing and Community Renewal
 Office of Rent Administration
 Web Site: www.nysdchr.gov

**NOTICE TO TENANT
 DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **John Doe**

Subject Premises: **10 City Point Place, Brooklyn, NY 11201**

Apt.#: **10A**

Date of vacancy lease: **October 1, 2014**

BEDBUG INFESTATION HISTORY
 (Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other:

Urban Associates, LLC As Agent For City Point Residential, LLC

 John Doe (Tenant)

 Date

 (Landlord)

 Date

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TENANT CONTACT INFORMATION

DATE: October 17, 2014

BUILDING: 10 City Point Place, Brooklyn, NY 11201

APT#: 10A

TENANT John Doe		E-MAIL ADDRESS
DAYTIME TEL	EVENING TEL	CELLULAR

EMERGENCY CONTACT INFORMATION

NAME	NUMBER
NAME	NUMBER

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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 17, 2014 BETWEEN CITY POINT RESIDENTIAL, LLC (LANDLORD) AND JOHN DOE (TENANT) REGARDING APARTMENT 10A IN THE PREMISES LOCATED AT 10 City Point Place, Brooklyn, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT.

OCCUPANT RIDER

You warrant and represent that your immediate family and any occupant permitted to occupy the apartment under Real Property Law section 235f at the time of the signing of the lease are listed below, together with the age of each of these individuals who will occupy the apartment as of the date of the lease.

NAME: John Doe		RELATIONSHIP: Self
DAYTIME PHONE:	EVENING PHONE:	OTHER PHONE:
NAME:		RELATIONSHIP:
DAYTIME PHONE:	EVENING PHONE:	OTHER PHONE:
NAME:		RELATIONSHIP:
DAYTIME PHONE:	EVENING PHONE:	OTHER PHONE:

John Doe (Tenant)

Date

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**FIRE SAFETY PLAN
FIRE SAFETY ACKNOWLEDGEMENT FORM**

I/we hereby acknowledge receipt of the attached fire safety plan in connection with my/our renting of Apartment 10A at the premises known as 10 City Point Place, 10 City Point Place, Brooklyn, NY 11201, pursuant to a lease dated October 1, 2014 and acknowledge that there is a working dual smoke detector/carbon monoxide unit in my apartment.

READ, AGREED AND ACCEPTED

John Doe (*Tenant*)

Date

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

page 2 of 2 Print or type specific instructions	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ <input type="checkbox"/> Other (see instructions)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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**FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION**

BUILDING

ADDRESS: 10 City Point Place, Brooklyn, NY 11201 60-660-509

BUILDING OWNER/REPRESENTATIVE:

Name: City Point Residential, LLC
Address: 400 West 59th Street
New York, NY 10019
Telephone: (212) 245-1870

BUILDING INFORMATION:

Year of Construction: 2015

Type of Construction: Combustible Non-Combustible

Number of Floors: 38 Aboveground Belowground

Sprinkler System: Yes No

Sprinkler System Coverage: Entire Building Partial *(complete all that apply):*

- Dwelling Units: _____
- Hallways: _____
- Stairwells: _____
- Compactor Chute: _____
- Other: Basement/ Common Area Sub-basement storage area and Garage

Fire Alarm: Yes Transmits Alarm to Fire Dept./Fire Alarm Co. No

Location of Manual Pull Stations: Basement thr

Public Address System: Yes No

Location of Speakers: Stairwell Hallway Dwelling Unit Other: _____

Means of Egress (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to

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"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity. A copy of this notification of rights and procedures will be available in the management office for your convenience. For a full explanation of HEFPA, you can go to the Department of Public Service's website at www.dps.ny.gov, or you may review a copy of the regulations in the property manager's office.

The building at **366 Flatbush Avenue Extension, Brooklyn, NY 11201** will be a submetered facility. **City Point Residential LLC** is the owner of these buildings. The administration of submetering will be performed by an outside vendor, Quadlogic Controls Corporation ("Quadlogic"), located at 33-00 Northern Blvd., Long Island City, NY 11101. Quadlogic is a third-party agent under contract with **366 Flatbush Avenue Extension, Brooklyn, NY 11201** to invoice/bill tenants for their monthly utility usage. Tenants will receive monthly bills from Quadlogic for their respective electric usage, (meters are read daily) which amounts are payable to **Urban Associates, 400 West 59th Street, New York, NY 10019**. Management could also be contacted at **212-896-5598**.

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management: Urban Associates can be contacted via email at rmason@brodskyorg.com or by telephone number 212-896-5598 or at the management office at 400 West 59th Street, New York, New York 10019.** If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants 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 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

The electric bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate.

You have the right to request messages on bills and notices in Spanish. To make

such a request, contact a representative by telephone at **(212-896-5598)** or by mail at c/o **Urban Associates, 400 West 59th Street, New York, NY 10019**. 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 el telefono **212-896-5598** o por correo escrito a la siguiente direccion: c/o **400 West 59th Street, New York, NY 10019**.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically, **366 Flatbush Avenue Extension, Brooklyn, NY 11201** 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 electric costs in excess of your balanced billing amount paid. You may contact **366 Flatbush Avenue Extension, Brooklyn, NY 11201** to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to **366 Flatbush Avenue Extension, Brooklyn, NY 11201** 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. 9 – Electricity, Thirtieth Revised Leaf No. 202). 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 a **366 Flatbush Avenue Extension, Brooklyn, NY 11201** representative by phone or in writing and he/she will work with you.

If you are having difficulty paying your electric bill, please contact us 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. 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, **366 Flatbush Avenue Extension, Brooklyn, NY 11201** 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. **366 Flatbush Avenue Extension, Brooklyn, NY 11201** will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened. When **366 Flatbush Avenue Extension** becomes aware of such hardship, **366 Flatbush Avenue Extension** can refer you to the Department of Social Services. Please notify ^{366 Flatbush Avenue} **366 Flatbush Avenue Extension** Street if the following conditions exist:

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

(b) **Life Support Equipment.** If you have life support equipment and a medical certificate.

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 that you are eligible for, please contact a **366 Flatbush Avenue Extension** representative 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 **366 Flatbush Avenue Extension** 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 **366 Flatbush Avenue Extension** at the address above.

BUDGET BILLING PLAN

Resident(s) Name(s): _____

Address: _____

Account No.: _____

As set forth below, Urban Associates, 400 West 59th Street, New York, NY 10019 (**366 Flatbush Avenue Extension, Brooklyn, NY 11201**) 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. 366 Flatbush Avenue Extension, Brooklyn, NY 11201 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, 366 Flatbush Avenue Extension, Brooklyn, NY 11201 Street 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 366 Flatbush Avenue Extension, Brooklyn, NY 11201 Street a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

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

Acceptance of Agreement:

Resident(s) Signature(s): _____

Date: _____

Owner Name: _____

Date: _____

Return one signed copy to 366 Flatbush Avenue Extension, Brooklyn, NY 11201 by MM/DD/YYYY.

Residential Payment Agreement

Resident(s) Name(s): _____

Address: _____

Account No.: _____

The total amount owed to Urban Associates, 400 West 59th Street, New York, NY 10019 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"), 400 West 59th Street, New York, NY 10019 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, **400 West 59th Street, New York, NY 10019** 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, **400 West 59th Street, New York, NY 10019** 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 call Urban Associates 400 West 59th Street, New York, NY 10019 Tel: 212-896-5598**

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:

Resident(s) Signature(s): _____ Date: _____

This agreement has been accepted by **400 West 59th Street, New York, NY 10019**. If you and Urban Associates cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, along with the down payment of \$XX.XX, by MM/DD/YYYY to the Urban Associates, 400 West 59th Street, New York, NY 10019. If this is not done, your electricity service may be terminated.

FAILURE TO MAKE PAYMENT NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

Your account is now ninety (90) days overdue. Please make payment of **\$XX.XX** by **MM/DD/YY** or we shall institute termination of your electricity service.

PLEASE REMIT \$XX.XX BY MM/DD/YY 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 Urban Associates, 400 West 59th Street, New York, NY 10019 at 212-896-5598. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

**400 West 59th Street
New York, NY 10019**

FINAL TERMINATION NOTICE DATED: _____

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

By letter dated **MM/DD/YY**, we notified you that your failure to remit the past due amount of **\$XX.XX** by **MM/DD/YY** 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/YY**.

If you disagree with the amount owed, you may call or write 400 West 59th Street, New York, NY 10019 (telephone # 212-896-5598) or you may contact the Public Service Commission at 1-800-342-3377.

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

PLEASE REMIT \$XX.XX BY MM/DD/YY 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 400 West 59th Street, New York, NY 10019. If you or anyone in your household meets any of the following conditions please contact 400 West 59th Street, New York, NY 10019: medical emergency, elderly, blind, or disabled.

Sincerely,

**Urban Associates
400 West 59th Street
New York, NY 10019**

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

Urban Associates
400 West 59th Street
New York, NY 10019
Tel: 212-896-5598

Resident(s) Name(s): _____

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 anytime after **MM/DD/YYYY**.

Past Due Reminder Notice

RESIDENT(S) NAME(S): _____

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 Urban Associates, 400 West 59th Street, New York, NY 10019 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 400 West 59th Street, New York, NY 10019 for this account as of MM/DD/YYYY is: \$XX.XX.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**Urban Associates
400 West 59th Street
New York, NY 10019**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

_____ Apartment

_____ Zip

_____ 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



New York State Public Service Commission
Office of Consumer Policy



Submetering Identification Form

Name of Entity: <u>City Point Residential LLC</u>			Corporate Address: <u>400 West 59</u>		
City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10019</u>	Web Site: <u>www.brodsky.org.com</u>		
Phone: <u>212-315-5555</u>			Utility Account Number:		
Chief Executive:			Account Holder Name: <u>City Point Residential</u>		
Phone: <u>212-315-5555</u>			E-mail: <u>ymason@brodsky.org.com</u>		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <u>Rick Mason</u>			Name: <u>N/A</u>		
Phone: <u>212-896-5598</u>			Phone: <u>N/A</u>		
Fax: <u>212-896-5549</u>			Fax:		
E-mail: <u>ymason@brodsky.org.com</u>			E-mail:		
Address: <u>400 West 59</u>			Address:		
City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10019</u>	City:	State:	Zip:

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

Name of Property: <u>366 Flatbush Ave. Ext.</u>			Service Address: <u>366 Flatbush Ave. Ext.</u>		
City: <u>Brooklyn</u>	State: <u>NY</u>	Zip: <u>11201</u>			
Electric Heat? <u>Y</u>			Electric Hot Water? <u>Y</u>		
# Units Occupied by: <u>Sr. Citizens N/A</u>	<u>Disabled N/A</u>	Total # of Units <u>439</u>			
Rent Stabilized <u>N/A</u>	# Rent Controlled <u>N/A</u>	# Rent-Regulated <u>N/A</u>	# Market Rate <u>Yes</u>		
Rental: <u>Y</u>	Condo: <u>Y</u>	Co-Op: <u>Y</u>			
# Low Income <u>N/A</u>	# Section 8 <u>N/A</u>	# Landlord Assist Program <u>N/A</u>	# Other <u>N/A</u>		
Submeter / Billing Agent: <u>Quadlogic Control</u>			Address: <u>3300 Northern Blvd.</u>		
City: <u>Long Island City</u>	State: <u>N.Y</u>	Zip: <u>11101</u>	<u>2nd Floor.</u>		
Contact Name: <u>Mendel Lipszyc</u>		Contact Phone: <u>212-930-9300</u>	Contact Fax: <u>212-930-9393</u>		

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. 9/20/13)

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