

AMPS-ELEMCO, Inc.

1324 Motor Parkway, Suite 112, Hauppauge, NY 11749
Tel (631) 761-8557 * Fax (631) 582-4182

January 29, 2014

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

**Attention: Hon. Kathleen H. Burgess
Secretary of the Commission**

Ref: Submetering Notice for

Dock Street Rental LLC

60 Water Street

Brooklyn, New York 11201

Dear Ms. Burgess,

As required by Part 96.3 of the New York State Public Service Law, we have prepared this letter to file a Notice to utilize submetering for the Dock Street Rental LLC Project. This project consists of one new building located at 60 Water Street, Brooklyn, New York 11201.

The owner of the building is as follows:

**Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201
(See Attachment 5)**

The building is presently under construction and consists of 290 rental apartments. 80 per cent of the apartments are market rate and 20 per cent are intended to be affordable pursuant to a regulatory agreement with the

New York State Housing Finance Agency.

The Landlord will retain AMPS-ELEMCO, Inc (a submetering company) or similar contractor to perform meter readings and billing services including the preparation of monthly bills for the apartments. The equipment will be installed by the building owner.

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

- (1) The building contains 290 rental apartments. At initial occupancy 80 percent of the apartments will be market rate and 20 percent of the apartments will be affordable units. There will not be any rental subsidy provided by any governmental agency. However, there is a limitation on how much rent the Landlord can charge and what the initial income of the tenants is in the 20% affordable apartments. Each year the government adjusts these limits. The total difference between the market rate rents and the affordable rents depends upon how high market rents are and what the specific maximum rents issued each year are. Table 1 which is Attachment 8 provides the Landlords anticipated rents, but these are only estimates.**
- (2) The economic advantage of submetering will allow the tenants the ability to control their usage of electricity and conserve energy thereby reducing their electric charges. All apartments will be billed at the Con Edison SC-1 Residential Rate.**
- (3) The submeters to be installed will be either Intech21 PM2104 meters, Quadlogic Controls Inc. Minicloset meters or Quadlogic Controls S-10 Individual meters (see attached cut sheet, Attachment 2).**
- (4) All apartments shall be billed at the Con Edison Company of New York SC-1 (Residential) Rate, and shall never exceed this rate.**
- (5) With regard to the resolution of complaints involving electric service, the shareholder/tenant shall first present to the managing agent a written complaint, which may be in letter format, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the**

investigation of the complaint. The complainant shall be advised of the disposition of the complaint, and the reason therefore. If the complainant is dissatisfied with the managing agent's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response to the managing agent. The PSC can be contacted at anytime by the complainant. The contact information for the PSC is identified in the Dock Street Rental LLC HEFPA Plan.

- (6) Tenants have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Service Commission. All tenants shall be advised of their rights under the Home Energy Fair Practices Act.
- (7) The owner will identify to each tenant that the apartments are being submetered, and that the shareholder/tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the tenant notification shall specify the following:
 - i. Complain Procedures
 - ii. Tenant Protections
 - iii. Enforcement Actions

The building is under construction and there are presently no tenants. The above items will be incorporated into each tenant's lease (see attachment 1)

- (8) The billing process will be performed by AMPS-ELEMCO, Inc. or a similar firm under contract to the Cooperative. Each shareholder/ tenant shall receive a monthly invoice which will include the following:
 - (a) The start date of the billing cycle
 - (b) The meter reading on that start date
 - (c) The end date of the billing cycle
 - (d) The meter reading for that end date
 - (e) The total Kwh consumed in the billing period
 - (f) The name and phone number to contact should there be any questions
 - (g) An individual account number for each tenant, which will appear on the monthly bill
- (9) The submetering system at the present time does not have the

capability to individually terminate electricity for any single unit.

- (10) All meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.
- (11) There is no rent reduction for this rental complex. All tenants will be billed for electricity at the Con Edison SC-1 Residential Rate. This will be specifically identified in each tenant's lease.
- (12) The building does not utilize electric heat. The heating system consists of water source heat pump units fed by a gas fired central boiler plant. The Owner pays for the cost of the gas consumed by the pumps that circulate the heated water to the heat pump units within the apartments. The tenant pays for the electricity to run the heat pump unit(s) within the apartment including the fan/compressor that circulates air over heating coils in the units.
- (13) The following weatherization/energy efficiency measures will be installed;

Energy Star appliances, light fixtures and heating system as well as water conserving fixtures.

This building is new construction, therefore an energy audit can not be performed at this time. A detailed energy audit by a certified energy consultant will be conducted during the commissioning of the building.

We have included as Attachment 3 the draft HEFPA Plan for Dock Street Rental LLC as part of this Notice.

We have also attached a copy of our notification letter to Consolidated Edison Company of New York notifying them that electric submeters are being installed (Attachment 4).

The Tenant Energy Efficiency Plan is attached as Attachment 6.

Attachment 7 contains the required Submeterer Identification Form.

If you have any questions regarding this application, please do not hesitate to

**contact Mr. Robert A. Friess of AMPS-ELEMCO, Inc. I can be reached at (631)
761-8557 x 13.**

Very truly yours,

**Robert A. Friess, P.E.
President**

ATTACHMENT 1

PROPOSED TENANT LEASE

ELECTRICITY RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated _____, 201__ between DOCK STREET RENTAL LLC ("Owner"), and _____ as Tenant(s) ("Tenant"), for Apartment # _____ ("Apartment") in the premises located at 60 WATER STREET, BROOKLYN, NEW YORK 11201 ("Building") (collectively, the "Lease").

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.

1. **Utilities Provided.** Only the utilities specifically set forth in this rider or any other rider shall be provided by Owner to the Apartment. Should Tenant desire any additional utilities, Tenant acknowledges that it is solely Tenant's responsibility to arrange for any such utility directly with the appropriate utility company.

2. **Electrical Consumption.** It is agreed and understood electricity shall be provided by Owner on a sub-metered basis and Tenant shall pay to Owner the amounts indicated on a monthly statement for the use of the electric service on or before the first day of each month following the receipt of each invoice. Tenant will be billed from the readings taken from the sub-meter for the service used exclusively within the Apartment.

Invoices will be rendered monthly and calculated based upon the then current rates and charges approved by the Public Service Commission ("PSC") for the local utility company ("Utility Company") servicing the area in which the Building is located.

Rates and charges paid by Tenant will be based on the actual rate charged by the Con Edison Company of New York ("Con Ed") under their SC-1 Residential Rate. In no event will the total charges, including administrative fees, exceed the Con Ed direct metered residential rates inclusive of fees and taxes (SC-1 Rate). The components of this rate are posted on the Con Ed website which the submetering company shall obtain on a monthly basis. The monthly rates will be multiplied by the actual tenants kwhr consumption to arrive at the tenant's monthly electrical charge.

- (a) These rates and charges may include all charges for energy, adjustments, taxes and any other fees or charges normally included in the Utility Company monthly billing.
- (b) The meters will be revenue grade meters manufactured by a reputable metering manufacturing company, as approved by the PSC.
- (c) A complaint procedure shall be in effect that is consistent with the HOME ENERGY FAIR PRACTICES ACT (HEFPA). 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 nonpayment, including termination of service, is commenced.

- (d) Owner will retain a reputable sub-metering agent (“Sub-metering Agent”) for the Building that will be responsible for reading the meters, preparation of the monthly invoices, assuring the accuracy of the meters and responding to tenant complaints and questions promptly.
- (e) Making sure your electric bills are accurate and correct is important to us and to you. In the unlikely event a complaint cannot be resolved by the Sub-metering Agent, the PSC may be contacted and a hearing set up with the PSC, who will arbitrate the complaint and determine the action to be taken to resolve the complaint. Their determination will be binding upon both the complainant and respondent. The nearest office of the PSC is at 90 Church Street, New York, New York 10007 and their telephone number is 1(800) 342-3377.
- (f) HEFPA identifies the rights that each customer of electric service is entitled to. These rights have been identified in the Home Energy Fair Practices Plan located in the Building’s management office. Additional information regarding HEFPA can be found at the NYS DPS website.

Tenant agrees to pay for the cost of all electricity consumed in the Apartment. Tenant acknowledges that Owner has made no promise or representation of any kind or nature with respect to the cost of electric charges and/or the amount of electric consumption utilized by any of the equipment in the Apartment. Tenant acknowledges that payments for the utilities set forth herein are separate and in addition to the legal regulated rent for the Apartment as set by the D.H.C.R. Such additional charges shall not be deemed additional rent. Further, providing of any utility set forth herein shall not be considered a base-date or essential service by the D.H.C.R.

3. Compliant Resolution Plan

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

If the complainant is dissatisfied with the managing agent’s or representative’s response, he or she may request a review of said determination by filing a written or verbal protest

within fourteen days from the date of the response to the managing agent or representative. No particular form of protest is required.

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

RIGHT AND COMPLAINT PROCEDURE

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

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 718-222-2500. If you have an electrical emergency, please call us at 718-222-2500. If you would like to contact us by mail, please write to us at (Dock Street Rental LLC, 45 Main Street, Suite 602, Brooklyn, NY 11201). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative, a written or verbal complaint which may be in letter form including the action or relief requested to AMPS-ELEMCO, Inc, 1324 Motor Parkway, Suite 112, Hauppauge, New York 11749, 631-761-8557. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning the submeter malfunction we shall arrange for testing the submeter within ten (10) days. To investigate your complaint, the managing agent may utilize the submetering company and /or its submetering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response, he/she may request a review of said determination by filing a written or verbal protest within fourteen (14) days from the date of the response to the managing agent or representative. No particular form is required. The complainant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire Plaza, Albany, New York, 12223 or 90 Church Street, New York, New York, 10007 or call their toll free HELP Hotline at 1 (800) 342-3377 and file a complaint. The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid. We read your meter because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill, please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show

financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representatives and identify yourself. If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

- **Medical Hardship.** You must provide a medical certificate from your doctor or local Board of Health.
- **Life Support Equipment.** If you have life support equipment and medical certificate.
- If you or a member of your immediate family is hospitalized you may receive a thirty day extension.

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

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off, we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive notice of payment from a Social Service Agency. Customers may be asked to pay a deposit if the amount is delinquent or has been disconnected for nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to Dock Street Rental LLC. The special protection form should be returned to Dock Street Rental LLC, 45 Main Street, Suite 602, Brooklyn, NY 11201.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled to. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for review in the Dock Street Rental LLC, Management Office.

Owner shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

4. Tenant acknowledges that payments for the utilities set forth herein are separate and in addition to the legal regulated rent for the Apartment as set by the D.H.C.R. Such additional charges shall not be deemed additional rent. Further, the providing of any utility set forth herein shall not be considered a base-date or essential service by the D.H.C.R.

5. It is specifically agreed between the parties that this Rider is subject to modification by Owner at any time upon ten (10) days notice to Tenant solely to ensure compliance with all applicable laws and PSC requirements. It is understood that any such unilateral change by Owner cannot increase the amount payable by Tenant pursuant to this Lease and Rider.

6. The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

DOCK STREET RENTAL LLC, Owner

By: _____

, Tenant

, Tenant

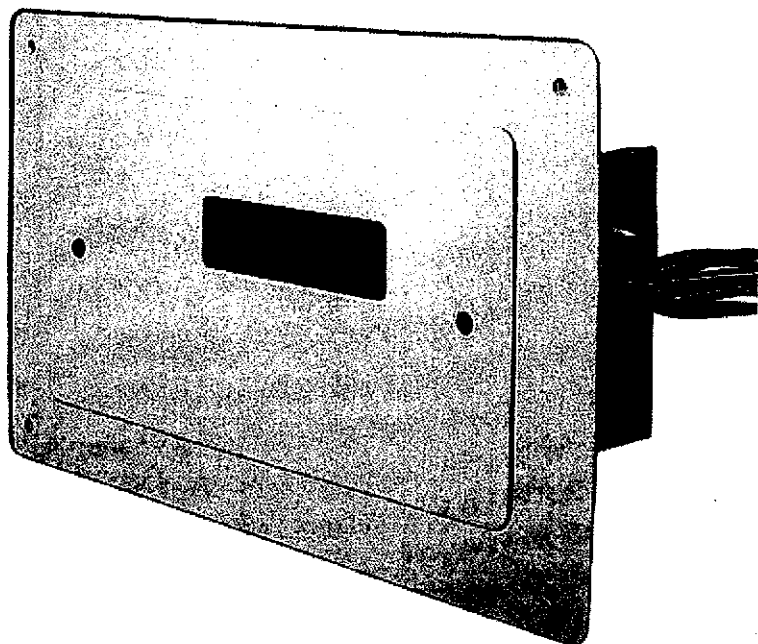
ATTACHMENT 2

METERING PRODUCT CUT SHEETS



S-10

APARTMENT MODEL DIGITAL ELECTRIC METER



Installs Within Apartment & Communicates Remotely

- Compact, Unobtrusive Design
- LCD Shows Electrical Consumption
- Reliable Power Line Communications
- Interval Data & Time of Use Capability
- Collects Data From Water & Gas Meters
- Easy to Install
- Proven Accuracy-ANSI Compliant

*Three Patented Technologies.
Two Decades of Experience.
One System.*

For over 20 years, Quadlogic has been using a patented Power Line Communications technology to transmit meter data over buildings' existing power lines. No additional wiring or meter readers are required. Leading property management companies all over the world depend on Quadlogic systems to provide reliable and accurate electric meter readings. Quadlogic meters provide all the data you need to bill tenants, allocate energy costs and make smart energy decisions.

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

Quadlogic Controls Corporation
520 Eighth Avenue, 7th Floor
New York, NY 10018
Tel (212) 930-9300 Fax (212) 930-9393
www.quadlogic.com

*A Smart Meter For
Every Application*



Features/Benefits

Easy To Install

Installation of this flush or surface mount design limits tenant disruption

Integrated Power Line Communications

Utilizes existing electrical wiring for communications
Requires no additional dedicated hard wires, additional modules or attachments for communications

Tamper Resistant

Rugged steel enclosure with built-in tamper detection

Flexible Data Programming

Interval data down to 5 minutes allows flexible load profiling and Time of Use billing options

Accurate

Meets ANSI C12.1 and C12.16 specifications

Comprehensive Information

Event reporting with date and time stamps regarding power consumption, power ups and power downs, time changes, and tampers

Liquid Crystal Display

LCD provides consumption readings

Multi-utility Submetering System

Integrates and stores pulse data from gas and water meters

Data Integrity

Utilizes flash memory for accurate data storage and integrity without battery reliance

Installation Verification

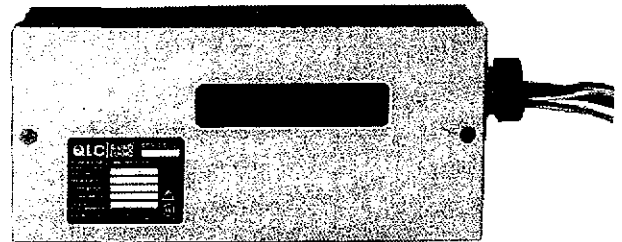
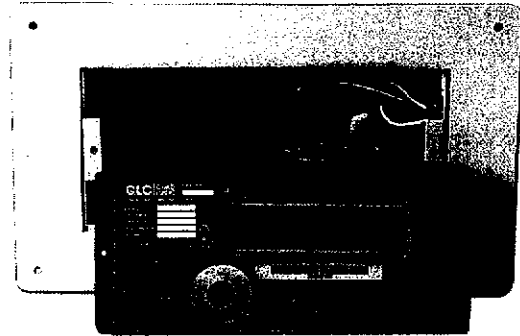
Display allows on-site verification of proper installation

Manufacturer's Warranty

Three year meter warranty

Easy Access To Data

Software package available for on or off-site meter reading



(Surface - Mount Model)

10-1-S

Quadlogic Controls Corporation

520 Eighth Avenue, New York, NY 10018

Tel (212) 930-9300 Fax (212) 930-9393

www.quadlogic.com



For installation diagrams visit
www.quadlogic.com

S-10 Technical Specifications

Metering Specifications

Metered Voltage:	120, 220, 240, 1Ø2W, 2Ø3W or 3Ø4W Wye, 50/60 Hz
Current Input:	0.1Amp input (50A, 100A or 200A Primary)
Four quadrant Consumption & Demand:	Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared hours & amp-squared hours
Programmable Interval Data & Peak Demand:	5 min to hourly window Meter total and/or by phase
Real time per phase:	Voltage, current, phase angle, power factor, THD, watts, VARs, VA and frequency
Time of Use:	Up to 16 blocks per day available for all metering parameters
Meets ANSI C12.1 and C12.16	
UL, UL-C File E204142	
IEC Optical Communication Interface (Standard Feature)	

Additional Features

Pulse Datalogger:	Up to 4 Form A dry contact pulse inputs for water, BTU, gas, other
Specifications:	Max. Distance: 300 feet from external pulse meter to S-10 (18 gauge min.) Min. Pulse Width: Power on: 50 msec, Power off: 500 msec When the S-10 loses power, the pulse accumulator still has the capability to record pulses but the sample rate is reduced. Max. Pulse Rate: Power on: 10 pulses/sec max, Power off: 1 pulse/sec max Peak voltage: 5.5V, Peak current: not applicable Isolation: 2.5kV isolation between pulse output and AC line Max. signal debounce tolerance: 20 msec
Data Integration Options:	IQ Software MV-90 TIM module ASCII-based, open-data protocol Open-source data conversion program

Communications

Power Line Communications (standard feature)

Accuracy

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

Liquid Crystal Display

32 digit liquid crystal display (16 digit x 2 rows)

6 whole digit consumption register

Data digit height: 0.31"

Programmable display scroll & decimal place display

Operating Range

Voltage: Rated Voltage (90% to 110%)

Temperature: (-20 C to +60 C)

Humidity: 0 to 95% R.H. (non-condensing)

Transient/Surge Suppression: ANSI C37.90.1-1989

Memory

512 Kbyte non-volatile flash memory retains daily and interval metering data (even during power outage)

During power outage, long-life lithium battery maintains time, logs incoming pulses and stores only the current interval data

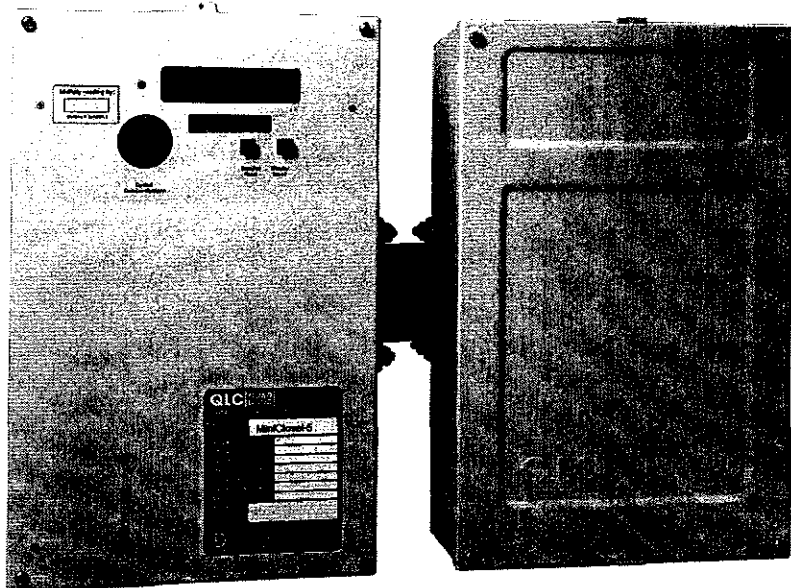
Shipping Weight & Dimensions

	Flush Mount	Surface Mount
1 meter box:	4.1 lbs	3.5 lbs
8 meter box:	35 lbs	29 lbs
Meter Enclosure:	8"W x 3.4"H x 3.0"D With Face Plate: 11"W x 6.5"H	

S-10 Brochure/050106



MiniCloset-5 MULTI-TENANT DIGITAL ELECTRIC METER



Maximum Information In Minimum Space

- Solution for Commercial, Residential or Industrial Applications
- Meters up to 12 tenants
- Reliable Power Line Communications
- Interval Data & Time of Use Capability
- Load Profiling
- Collects Data From Water & Gas Meters
- Easy to Install
- Proven Accuracy-ANSI Compliant

Two Decades of Experience.

For over 20 years, Quadlogic has been using a patented Power Line Communications technology to transmit meter data over buildings' existing power lines. No additional wiring or meter readers are required. Leading property management companies all over the world depend on Quadlogic systems to provide reliable and accurate electric meter readings. Quadlogic meters provide all the data you need to bill tenants, allocate energy costs and make smart energy decisions.

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COMMERCIAL
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www.quadlogic.com

*A Smart Meter For
Every Application*



Features/Benefits

Space Saver

Small footprint takes up a fraction of the space of a typical meter bank installation

Cost Effective

Saves on equipment cost and installation

Integrated Power Line Communications

Utilizes existing electrical wiring for communications
Requires no dedicated hard wires, additional modules or attachments for communications

Flexible Data Programming

Interval data down to 5 minutes allows flexible load profiling and Time of Use billing options

Accurate

Meets ANSI C12.1, C12.16 specifications and stringent requirements of Measurement Canada (AE-1148)

Comprehensive Information

Event reporting with date and time stamps regarding power consumption, demand resets, power ups and power downs, time changes, and tampers

Liquid Crystal Display

LCD provides consumption readings for each tenant

Multi-utility Submetering System

Integrates and stores pulse data from gas and water meters

Power Quality Data

Measures four-quadrant energy to analyze power quality

Tamper Resistant

Rugged steel enclosure design

Data Integrity

Utilizes flash memory for accurate data storage and integrity without battery reliance

Installation Verification

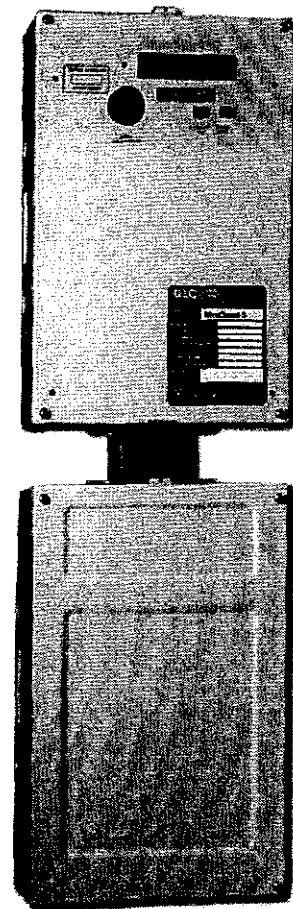
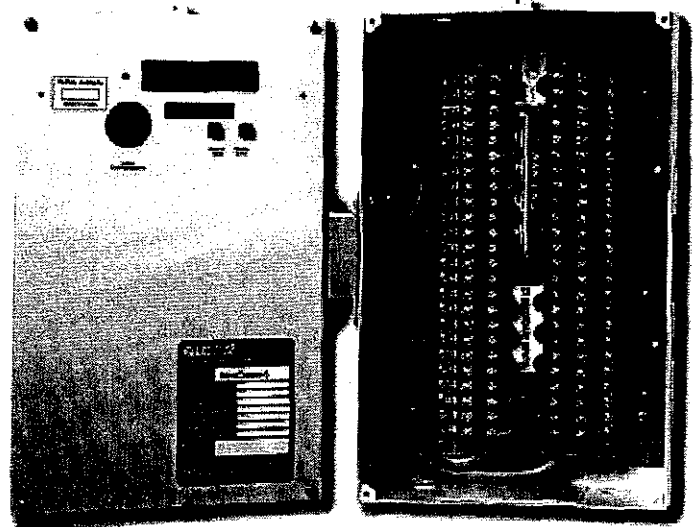
Display allows on-site verification of proper installation

Manufacturer's Warranty

Three year meter warranty

Easy Access To Data

Software package available for on or off-site meter reading



(optional installation configuration)

MiniClosset-5

Quadlogic Controls Corporation

520 Eighth Avenue, New York, NY 10018

Tel (212) 930-9300 Fax (212) 930-9393

www.quadlogic.com



For installation diagrams visit
www.quadlogic.com

MiniCloset-5 Technical Specifications (MC5)

Metering Specifications

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

Additional Features

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

Communications Options

Power Line Communications (standard feature)
19.2K internal modem
Network data link (4-wire RS-485)

Accuracy

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

Liquid Crystal Display

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

Operating Range

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

Memory

4 Mbyte non-volatile flash memory retains daily and interval metering data (even during power outage)
During power outage, long-life lithium battery maintains time, logs incoming pulses and stores only the current interval data

Shipping Weight & Dimensions

2 enclosures (each): 13.5"H x 8.5"W x 4.5"D
Field mounting option: Top to bottom or side to side
Shipping weight: 1 meter assembly: 34 lbs

MC5 Brochure/050106

Power Meter PM-2104

1. Brief Description

The Power Meter PM-2104 is designed and developed by Intech21, Inc. for the purpose of accurate metering of the electrical power, current, demand, voltage and consumed energy for a single phase three-wire power distribution systems, particularly in the apartment buildings.

In addition it has a built-in temperature sensor, two digital or dry contact outputs and a radio communication device.

The temperature measurements provide information to the buildings Boiler Control system for more efficient boiler functions.

The digital or dry contact outputs could be used by the building management system for Direct Load Control to limit the total electrical demand of the building.

The built-in Radio Communication device is configured as a Wireless Network Node allowing the Power Meter to participate in a Wireless Control Network of the building.

The Wireless Control Network is designed to simplify the deployment and reduce the cost of installation of Building Monitoring and Control systems, which standard operation is to perform a variety of Data Acquisition and Control functions, e.g. Power Meters reading, Smoke Detectors monitoring, Temperature Sensors reading, operating the Electrical Power Load Control devices for power savings etc. The system is WEB-enabled with central database for easy user access to the buildings real-time information's and the stored data analysis.

As the Wireless Network has self-configuring features with an intrinsic structural hierarchical optimization, the Network units don't require hardware preprogramming prior to installation and the units are easily interchangeable, which reduces the demands to the personnel.

The Power Meter's backlit LCD display shows the measured real-time data and also capable of displaying the arbitrary text messages provided by the Network, e.g. billing information.

The Wireless Network operates in 902-928MHz frequency band dedicated for non-licensed Industrial Scientific Medical (ISM) applications in the USA. Versions for another frequency bands are also available.

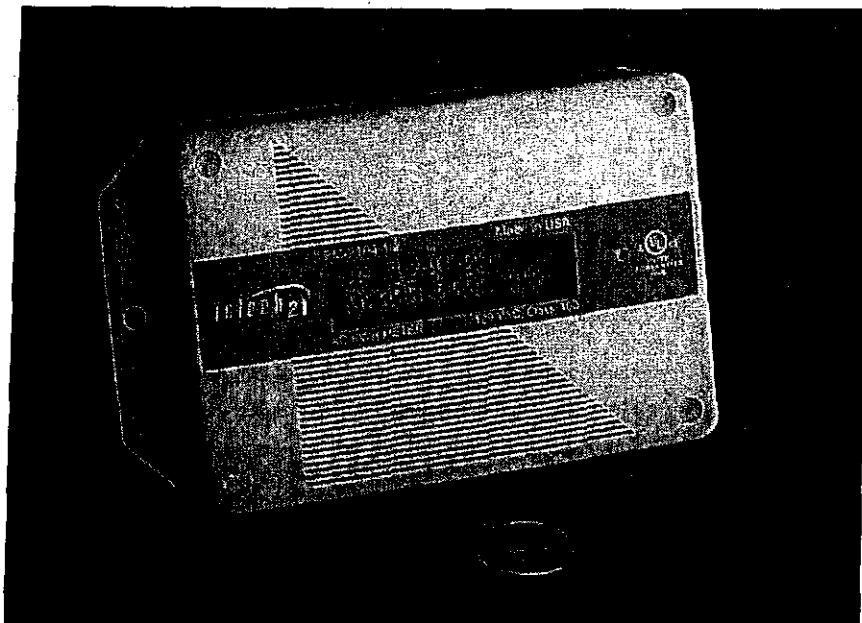


Fig 1. PM-2104. Front view

2. Specifications

Power Meter Type	Self-Contained Three Wire Two-Element Solid-State Meter, Class 100
Baseline Standards	ANSI C12.1, ANSI C12.16, UL3111-1, CSA22.2 NO. 1010-1 UL Listed 36NB
Voltage and Frequency rating	120 V, 60 Hz
Test Current	15 A RMS
Voltage Input Configuration	Single-phase, 3-wire: Line A, Line B and Neutral
Voltage Input	Rear terminal block, 120 V RMS +30%, -50% Connecting Wires: 14AWG to 12AWG
Transient Overvoltages	According to INSTALLATION CATEGORIES II
Current Input	Rear terminal blocks for the external Current Transformers, 2000:1, 100 A RMS per element. Connecting Wires 16AWG to 14AWG
Load Power Factor	-0.5 to +0.5
Measured Parameters	<ul style="list-style-type: none"> • Total Energy Consumed in the range from 00000.0000 kWh to 49999.9999 kWh with overflow to 0 • Lines A and B voltage in the range from 60 V RMS to 160 V RMS • Lines A and B load active power in the range from 0 W to 15000 W • Demands based on a programmable interval of time • Temperature
Energy Measurement Error	<1%
Data Retention	During a Power Outage the Measured Energy is stored in the EEPROM
Power Consumption	< 0.5W (<0.8VA)
Display	Backlit LCD alphanumeric display 16x2 characters. Shows Measured Parameters and/or the informational messages.
Wireless Interface	Built-In Wireless Interface for Automatic Meter Reading. Complies with Part 15 of the FCC Rules ISM License-Free Frequency Band: 902 MHz - 926 MHz RF Transmitted Power: 0 dBm
Electric Load Control Outputs	Options: <ol style="list-style-type: none"> 1. Two normally opened dry contacts 2. Two solid state relays' outputs
Thermal Load Control Temperature Measurement Range	Range: -10°C to +85°C (13°F to 185°F). Accuracy: ±0.5°C
Size	3.5 x 6 x 1.6(2.8 with the internal current transformers) inches
Environmental Conditions	<ul style="list-style-type: none"> • Indoors use. • Placement: Enclosed Power Distribution Panel or Wall-Mount • Temperature Range: 5°C to +50°C • Altitude up to 2000m • Maximum relative humidity 80% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C • POLLUTION DEGREE 2 in accordance with IEC664
Weight	< 1 lb

3. Installation and Operation

The Power Meter can be installed inside a power distribution panel or wall-mounted by a qualified technician.

1. Pass the power line cables through the external current transformers' holes (CTA and CTB).
2. Connect the current transformer wires (twisted pairs) to the appropriate current input terminal blocks.
3. Connect the Neutral, Line A and Line B voltage wires to the Power Meter's voltage input terminal block. After the Neutral and at least one Line wire are connected the Power Meter starts to function: the LED blinks and the LCD displays the energy, line voltages and load powers.
4. Secure the Power Meter using the mounting flanges.

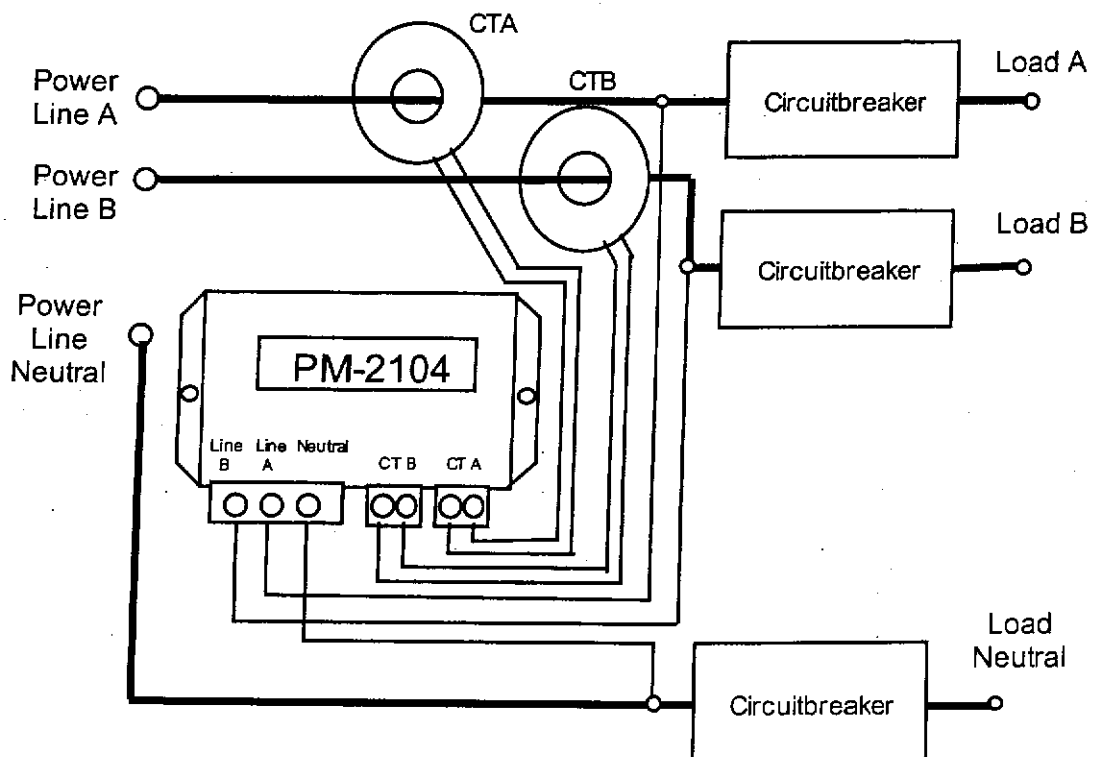


Fig 2. Power meter Installation Diagram

4. Display Data Representation

The lower line of the LCD constantly displays the Measured Energy in kWh. Displayed string example: "00001.6847 kWh". See Fig.1.

Every 4 seconds the upper line of LCD displays a new string of data representing measured voltage and load power for phase A or B. Displayed string example: "A: 123V 1275W".

Also the upper line of the LCD periodically displays the Status Information or Text Messages. See the Wireless Network manual for the details.

A load can also be connected between the Load A and Load B terminals if this load is designed for 240VAC. The consumed energy metering in this case is also performed accurately, though the displayed power value is divided between the phases proportionally to the line voltages.

After being energized the Power Meter needs no maintenance.

5. Technical Support

For technical support please contact the Intech21, Inc. When requesting technical support for PM-2104 please include the following information:

- Power meter serial number.
- Please provide the type of the current transformers used.

Address: Intech21, Inc.
50 Glen Street,
Glen Cove, NY
11542, USA

Tel: (516)-656-5581
Fax: (516)-656-5583

E-mail: joead@intech21.com

ATTACHMENT 3

DOCK STREET RENTAL LLC

HEFPA PLAN

HEFPA IMPLEMENTATION PLAN

DOCK STREET RENTAL LLC

60 Water Street

Brooklyn, New York 11201

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

1. Deferred Payment Agreement Package

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

Residential Deferred Payment Agreement

**Customer's
Name:** _____

Address: _____

Account #: _____

The total amount owed to Dock Street Rental LLC for this account as of MM/DD/YYYY is \$XX.XX.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from 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, Dock Street Rental LLC may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, Dock Street Rental LLC seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please call the Dock Street Rental LLC Management Office at 718-222-2500.**

Payment of Outstanding Balance:

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

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

Yes! I would like Budget Billing

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

This agreement has been accepted by Dock Street Rental LLC. If you and Dock Street Rental LLC cannot negotiate a payment agreement, or if you need further assistance, you may contact the Public Service Commission at 1-800-342-3377.

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

Please return the completed document to Dock Street Rental LLC, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, New York 11201.

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

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

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

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

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

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

9. Identify all other monthly expenditures by amount:

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

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Account Number (as shown on bill)	

I would like to be considered for Special Protections.

In my household (Check):

- Unit Owner is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age
- Unit Owner is blind (Legally or Medically)
- Unit Owner has a permanent disability
- Unit Owner/resident of my house has a Medical Hardship (type):

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

I receive government assistance.

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

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

Please send me more information about:

Balanced Billing

To be Completed by Third Party

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

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 718-222-2500 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to Dock Street Rental LLC for this account as of MM/DD/YYYY is \$XX.XX.

Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

Customer’s Name: _____

Address: _____

Account #: _____

Under this Plan, Dock Street Rental LLC is to provide services in return for your agreement to make payments according to the terms of this Plan.

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

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

The Plan shall be subject to regular review for conformity with actual billings. Dock Street Rental LLC reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. Dock Street Rental LLC reserves the right to recalculate your budget billing account monthly.

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

In the last month of the Plan, Dock Street Rental LLC will true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe Dock Street Rental LLC a sum of money due to the true up, you will be billed

for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing

Acceptance of Agreement

Customer's Signature: _____
Date: _____

Return one signed copy to the Dock Street Rental LLC Management Office, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, New York 11201 by MM/DD/YYYY.

HEFPA Quarterly Billing Plans (“Plan”)

Customer’s Name: _____

Premise Address: _____

Account Number: _____

Under this plan, Dock Street Rental LLC agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer’s bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

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

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

Yes! I would like Quarterly Billing:

Customer’s Signature: _____

Date: _____

Return one signed copy to the Dock Street Rental LLC Management Office, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, New York 11201 by MM/DD/YY.

3. Late Payment Procedure

Late Payment Procedures

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

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

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

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

Late payment fees shall not apply to any charges subject of a pending complaint before Dock Street Rental LLC or the Public Service Commission.

4. Complaint Resolution Plan

Complaint Resolution Plan

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

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

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

RIGHTS AND COMPLAINT PROCEDURE

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

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 718-222-2500. If you have an electrical emergency, please call us at 718-222-2500. If you would like to contact us by mail, please write to us at (Dock Street Rental LLC, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, NY 11201). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested to AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-582-8266. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said

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

No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1(800) 342-3377 and file a complaint. The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid. We read your meter because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself. If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or

safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

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

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

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

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

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

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

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to Dock Street Rental LLC. The special protection form should be returned to Dock Street Rental LLC, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, NY 11201.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for your review in the Dock Street Rental LLC Management Office.

Owner shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

5. **Termination of Electric Service Plan**

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

Termination Plan

- (a) Dock Street Rental LLC may terminate service for a Tenant provided by HEFPA, if the Tenant:
 - (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Tenant or excusable utility delays; and provided further, that Dock Street Rental LLC shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Tenant's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
 - (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of Dock Street Rental LLC that the Tenant may contact in reference to his account;
 - (4) the availability of Dock Street Rental LLC procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.

The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF DOCK STREET RENTAL LLC WHEN PAYING THIS BILL."
- (c) Notice of termination – time.
 - (1) Dock Street Rental LLC shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant; or
 - (ii) has been mailed to the Tenant at the premises where service is rendered.

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

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 718-222-2500 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to Dock Street Rental LLC for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (unit owner/tenant's name):

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-222-2500. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Street, Suite 602
Brooklyn, New York 11201

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201
718-222-2500

Customer's Name: _____

Address: _____

City, State, Zip: _____

Account No. _____

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

FINAL TERMINATION NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (Customer's name):

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

If you disagree with the amount due, you may call or write Dock Street Rental LLC, c/o Two Trees Management Co. LLC, 45 Main Street, Suite 602, Brooklyn, NY 11201, 718-222-2500, or you may contact the Public Service Commission at 1(800)342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF DOCK STREET RENTAL LLC WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-222-2500. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

Dock Street Rental LLC
c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201

6. Disclosure Statement

Disclosure Statement

Dock Street Rental LLC certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for Dock Street Rental LLC

All apartments shall be billed at the Con Edison SC-1 Residential Rate. The charges to any tenant shall never exceed the Con Edison SC-1 Residential Rate.

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

ATTACHMENT 4

LETTER TO CONSOLIDATED EDISON COMPANY OF NEW YORK

AMPS-ELEMCO, Inc.

1324 Motor Parkway, Suite 112, Hauppauge, NY 11749
Tel (631) 761-8557 * Fax (631) 582-4182

June 24, 2013

Consolidated Edison Company of New York

4 Irving Place

New York, New York 10003

Attention: Mr. David Desanti

General Manager Central Engineering Services

Reference: Intention to Submeter

Dock Street Rental LLC

60 Water Street

c/o Two Trees Management Co. LLC

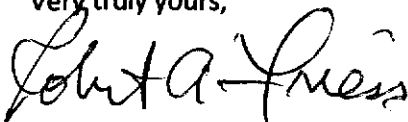
45 Main Street, Suite 602

Brooklyn, New York 1120

Dear Mr. Desanti:

This letter is being sent to your organization to advise you of the owner's intent to submeter the above new apartment building. The Building is under construction at this time. We are submitting a Notice to Submeter before the NYS Public Service Commission.

Very truly yours,



Robert A. Friess, P.E.

President

AMPS-ELEMCO, Inc.

ATTACHMENT 5

CORPORATE OWNERSHIP DOCUMENTS

FILING RECEIPT

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ENTITY NAME: DOCK STREET RENTAL LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: KING

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FILER:

GOLDBERG WEPRIN FINKEL GOLDSTEIN
LLP
1501 BROADWAY, 22ND FLOOR
NEW YORK, NY 10036

EXIST DATE

08/03/2012

ADDRESS FOR PROCESS:

C/O TWO TREES MANAGEMENT CO. LLC
45 MAIN STREET, SUITE 602
BROOKLYN, NY 11201

REGISTERED AGENT:

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SERVICE COMPANY: UNITED CORPORATE SERVICES - 37 SERVICE CODE: 37 *

FEEs	260.00	PAYMENTS	260.00
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FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	260.00
HANDLING	50.00	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 August 6, 2012.

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

Daniel E. Shapiro
First Deputy Secretary of State

120803000 639

ARTICLES OF ORGANIZATION

OF

Dock Street Rental LLC

**Under and Pursuant to Section 203 of the Limited Liability Company Law
of the State of New York**

The undersigned being the organizer of the Limited Liability Company does hereby certify:

FIRST: The name of the limited liability company is:

Dock Street Rental LLC

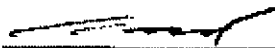
SECOND: The office of the Limited Liability Company shall be located in the County of Kings.

THIRD: The Secretary of State is designated as the agent of the Limited Liability Company upon whom process against the Limited Liability Company may be served, and the address to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him is:

c/o Two Trees Management Co. LLC
45 Main Street, Suite 602
Brooklyn, NY 11201

FOURTH: The management of the limited liability company shall be vested in a manager or managers or class or classes of managers.

IN WITNESS WHEREOF, I hereunto sign my name this third day of August, 2012.


Thomas D. Osgood, Organizer

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ARTICLES OF ORGANIZATION

OF

Dock Street Rental LLC

Under and Pursuant to Section 203 of the Limited Liability Company Law
of the State of New York

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2012 AUG -3 PM 12:09

Goldberg Weprin Finkel Goldstein LLP
1501 Broadway, 22nd Floor
New York, NY 10036

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STATE OF NEW YORK
DEPARTMENT OF STATE
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BY: MDA

Customer Reference # DOCKS62758

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ATTACHMENT 6

TENANT ENERGY EFFICIENCY PLAN

Tenant Energy Efficiency Plan

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

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

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

ATTACHMENT 7

SUBMETERER IDENTIFICATION FORM



New York State Public Service Commission
Office of Consumer Services



Submetering Identification Form

Name of Entity <u>Dock Street Rental LLC</u>			Corporate Address <u>45 Main Street, Suite 602</u>		
City <u>Brooklyn</u>	State <u>NY</u>	Zip <u>11201</u>	Web Site		
Phone <u>718-222-2500</u>			Utility Account Number		
Chief Executive <u>Amish Patel</u>			Account Holder Name <u>Dock Street Rental LLC</u>		
Phone <u>718-222-2500</u>			E-mail <u>amish@two-trees-dumbo.com</u>		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name <u>Janet Santos</u>			Name <u>Robert Freiss</u>		
Phone <u>718-222-2500</u>			Phone <u>631-864-1959</u>		
Fax <u>718-222-2501</u>			Fax <u>631-864-1953</u>		
E-mail <u>Jsantos@two-trees-dumbo.com</u>			E-mail <u>raf825@aol.com</u>		
Address <u>45 Main Street, Suite 602</u>			Address <u>35b Veterans Memorial Highway</u>		
City <u>Brooklyn</u>	State <u>NY</u>	Zip <u>11201</u>	City <u>Cammack</u>	State <u>NY</u>	Zip <u>11725</u>

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: Jsantos@two-trees-dumbo.com

Name of Property <u>60 Water street</u>			Address <u>60 Water street</u>		
City <u>Brooklyn</u>	State <u>NY</u>	Zip <u>11201</u>			
Electric Heat? <u>Y/N</u> <u>Water source Heat Pumps per application</u>			Electric Hot Water? <u>Y/N</u>		
# Units Occupied by: <u>Sr. Citizens</u> <u>Disabled</u>			Total # of Units <u>290</u>		
Rent Stabilized <u>290</u>	# Rent Controlled <u>0</u>	# Rent-Regulated <u>58</u>	# Market Rate <u>332</u>		
# Low Income <u>58</u>	# Section 8	# Landlord Assist Program	# Other		
Submeter / Billing Agent <u>AMPS-ELEMCO, INC</u>			Address <u>1324 Motor Parkway</u>		
City <u>Hempstead</u>	State <u>NY</u>	Zip <u>11749</u>	Suite <u>112</u>		
Contact Name <u>Robert Friess</u>		Contact Phone <u>631-761-8557</u>	Contact Fax <u>631-582-4182</u>		

Please return this form with 5 days to:

Mr. Jeffrey C. Cohen, Acting Secretary to the Commission
NYS Public Service Commission
3 Empire State Plaza
Albany, NY 12223
E-mail: secretary@dps.ny.gov

(Rev. 12/27/2012)

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

ATTACHMENT 8

ESTIMATED MONTHLY RENTS

Table 1

Estimated Monthly Rents

Affordable Unit Types (Example: "1BR/1BA 60%"):	Number of Units	Monthly Contract Rent / Unit	Monthly Utilities Allowan ce/ Unit	Adjusted Monthly Rent / Unit	Adjusted Annual Rent / Type
OBR 50%	8	\$735	\$49	\$686	\$65,856
1BR 50%	30	\$787	\$50	\$737	\$265,320
2BR 50%	11	\$945	\$51	\$893	\$117,876
OBR 40%	1	\$588	\$49	\$539	\$6,468
1BR 40%	5	\$630	\$50	\$580	\$34,800
2BR 40%	3	\$756	\$51	\$704	\$25,344
<i>Subtotal Affordable Units:</i>	58			\$42,972	\$515,664

Market-Rate Unit Types (Example: 1BR/1BA):	Number of Units	Monthly Rent / Unit		Total Monthly Rent	Annual Rent / Type
OBR	34	\$2,500		\$85,000	\$1,020,000
1BR	140	\$3,250		\$455,000	\$5,460,000
2BR	56	\$4,500		\$252,000	\$3,024,000