

**WAVERLY OWNER I LLC**  
825 Third Avenue, 37<sup>th</sup> Floor  
New York, NY 10022

Kathleen Burgess  
Secretary  
New York State Public Service Commission  
State of New York  
3 Empire State Plaza  
Albany, NY12223

Re: Notice of Intent to sub-meter electricity at the building located at 555 Waverly Avenue,  
Brooklyn, New York 11238

Dear Secretary Burgess,

Waverly Owner I LLC, is the owner of the above mentioned new rental building. The owner submits this notice of intent pursuant to 16 NYCRR § 96.2 to provide future sub-metering services for the building mentioned above which is located within the service territory of Consolidated Edison Company, Inc., 555 Waverly Avenue, Brooklyn, NY 11238

Construction started October, 2016 and completion is scheduled for August, 2018. Total number of units is 190. There will be 152 units at Fair Market and 38 Units Rent Stabilized. The rent stabilized units will be under the jurisdiction of HPD. The criteria for eligibility, for the rent stabilized units is 60% Area Median Income. The rent/utility allowance schedule is attached. There will be No Section 8 tenants. Currently none of the units are occupied. Initial occupancy date has not yet been determined.

Heating /Cooling of Residential Apartments: Design will consist of a through the wall type packed terminal heating and air conditioning unit (PTAC). The unit specification will be based on the GE packaged terminal Heat pump (PTHP) model GE-AZ61H models 07, 09 and 12. The unit as designed will maintain space temperature settings from local programmable thermostat provided for each unit. The GE model slightly exceeds the requirements of ASHRAE 90.1 2007. PTHP units will be provided in all rooms with an exterior perimeter wall. The thermostat will maintain space temperature based on time of day settings or as programmed by the user. PTAC units will be powered from both the base building floor panel as well as the apartment panel. There will be a manual transfer switch for each apartment located in the locked electrical room on each floor. Radiant electric floor heating will be provided in all residential bathrooms with exterior perimeter wall. Radiant floor heat will have a local thermostat.

All refrigerators will be Energy Star Rated.

In addition, the Owner's sub-metering plan satisfies the requirements of 16 NYCRR § 96.2. Accordingly, the Owner respectfully requests the Commission to approve this Notice of Intent.

Economic advantages of sub-metering over direct utility metering:

The sub-metering system to be installed in the Buildings 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 MC5N (PSC Approved) 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.

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:

		<b>Total</b>
Basic Charge		\$YY.YY
KWh	.XXXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
<b>Tenant Cost</b>		<b>\$ZZ.ZZ</b>

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)

All Con Edison rates by classification are available on its website ([www.coned.com](http://www.coned.com)) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "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 is Silverstone Property Group, LLC. 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022. The Property Manager Phil Lavoie can be reached at 646-786-8000 and email address [info@silverstonepg.com](mailto:info@silverstonepg.com).** 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](http://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).

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 MC5N system allows for the termination of submetered electric service to a particular unit consistent with the requirements of HEFPA.

Installation of the sub-metering system:

The submetering system has not been installed as yet.

Thank you for your attention to this matter.

Sincerely,

WAVERLY OWNER I LLC

By: \_\_\_\_\_

Name: Brian Shatz

Title: Authorized Signatory

**WAVERLY OWNER I LLC**  
825 Third Avenue, 37<sup>th</sup> Floor  
New York, NY 10022

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 the building located at 555 Waverly Avenue,  
Brooklyn, NY 11238.

Dear Mr. DeSanti,

Waverly Owner I 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,

WAVERLY OWNER I LLC

By: 

Name: Brian Shatz

Title: Authorized Signatory

**WAVERLY OWNER I LLC**

825 Third Avenue, 37<sup>th</sup> Floor  
New York, NY 10022

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

Re: Notice of Intent of Waverly Owner I LLC to submeter Electricity at 555 Waverly Avenue, Brooklyn, NY 11238 Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess,

Waverly Owner I LLC, request a waiver of 16 NYCRR 96.5 (k) (3). The building is new construction and subject to the then effective New York City Energy Conservation Code, which sets energy-efficiency standards for new construction and alterations to existing buildings, there is no need for the energy audit described in section 96.5 (k) (3).

Thank you for your continuing attention to this matter.

WAVERLY OWNER I LLC

By:   
Name: Brian Shatz  
Title: Authorized Signatory



New York State Public Service Commission  
Office of Consumer Policy



Submetering Identification Form

Name of Entity: <u>WAVERLY OWNER LLC</u>			Corporate Address: <u>825 Third Ave, 37<sup>th</sup> FL.</u>		
City: <u>NEW YORK</u>	State: <u>NY</u>	Zip: <u>10022</u>	Web Site:		
Phone: <u>646 442 4218</u>			Utility Account Number: <u>611404809610012</u>		
Chief Executive:			Account Holder Name: <u>Waverly Owner LLC</u>		
Phone: <u>646 442 4218</u>			E-mail: <u>PLAVOIE@SILVERSTONEPG.COM</u>		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <u>Phil Lavoie</u>			Name: <u>N/A</u>		
Phone: <u>646-786-8000</u>			Phone:		
Fax:			Fax:		
E-mail: <u>info@silverstonepg.com</u>			E-mail:		
Address: <u>825 Third Ave. 36<sup>th</sup> Floor</u>			Address:		
City: <u>New York</u>	State: <u>N.Y.</u>	Zip: <u>10022</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>555 Waverly Avenue</u>			Service Address: <u>555 Waverly Ave.</u>		
City: <u>Brooklyn</u>	State: <u>N.Y.</u>	Zip: <u>11238</u>			
Electric Heat? <u>Y/N</u>			Electric Hot Water? <u>Y/N</u>		
# Units Occupied by: Sr. Citizens <u>N/A</u> Disabled <u>N/A</u>			Total # of Units <u>190</u>		
Rent Stabilized <u>38</u>	# Rent Controlled <u>N/A</u>	# Rent-Regulated <u>N/A</u>	# Market Rate <u>152</u>		
Rental: <u>Y/N</u>	Condo: <u>Y/N</u>	Co-Op: <u>Y/N</u>			
# Low Income: <u>38</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>Alison Christoph</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.**



**Low Income Housing Tax Credit - Rent and Income Limits for New York City for 2015**  
**For all Projects - effective 3/6/2015**

**For All Buildings Regardless of Placed In Service Date**

**For 2015 Effective 3/6/2015**

<u>2015 Maximum Rent by Apt. Size</u>					
<u>30% of 40%</u>					
<u>Apt. Size</u>	<u>Max Gross</u>	<u>Max Contract</u>	<u>Max Contract</u>	<u>Avg. HH Size</u>	<u>40%</u>
	<u>Tenant Pays No Utilities</u>	<u>Tenant Pays Electric</u>	<u>Tenant Pays Cooking Gas &amp; Electric</u>		
0 BR	605	\$565	\$548	1	\$ 24,200
1 BR	648	\$607	\$589	1.5	\$ 25,920
2 BR	777	\$735	\$717	3	\$ 31,080
3 BR	898	\$843	\$825	4.5	\$ 35,920
4 BR	1,002	\$946	\$926	6	\$ 40,080
5 BR	1,105	\$1,037	\$1,017	7.5	\$ 44,220

<u>2015 Maximum Rent by Apt. Size</u>					
<u>30% of 50%</u>					
<u>Apt. Size</u>	<u>Max Gross</u>	<u>Max Contract</u>	<u>Max Contract</u>	<u>Avg. HH Size</u>	<u>50%</u>
	<u>Tenant Pays No Utilities</u>	<u>Tenant Pays Electric</u>	<u>Tenant Pays Cooking Gas &amp; Electric</u>		
0 BR	756	\$716	\$699	1	\$ 30,250
1 BR	810	\$769	\$751	1.5	\$ 32,400
2 BR	971	\$929	\$911	3	\$ 38,850
3 BR	1,122	\$1,067	\$1,049	4.5	\$ 44,900
4 BR	1,252	\$1,196	\$1,176	6	\$ 50,100
5 BR	1,381	\$1,313	\$1,293	7.5	\$ 55,275

**HPD LIHTC Utility Allowances**

Utility allowances generally change each October. However, in 2014 they did not change until December and are effective January 1, 2015.

<u># of Bedrooms</u>	<u>Cooking</u>		<u>Cooking Gas &amp; Gas heat</u>		<u>Gas Hot Water</u>	<u>Gas Heat and Gas Hot Water</u>	<u>Oil heat</u>	<u>Oil Hot Water</u>	<u>Oil heat &amp; Oil Hot Water</u>	<u>Electric Heat</u>	<u>Electric Hot Water</u>	<u>Electric Heat and Electric Hot Water</u>
	<u>Gas</u>	<u>Electric</u>	<u>Electric</u>	<u>only</u>	<u>Only</u>	<u>Hot Water</u>	<u>only</u>	<u>Only</u>	<u>Water</u>	<u>Only</u>	<u>Only</u>	<u>Hot Water</u>
SRO	\$17	\$40	\$57	\$26	\$15	\$41	\$58	\$33	\$91	\$123	\$70	\$193
Studio	\$17	\$40	\$57	\$26	\$15	\$41	\$58	\$33	\$91	\$123	\$70	\$193
1	\$18	\$41	\$59	\$34	\$19	\$53	\$82	\$46	\$128	\$190	\$107	\$297
2	\$18	\$42	\$60	\$39	\$22	\$61	\$98	\$56	\$154	\$235	\$132	\$367
3	\$18	\$55	\$73	\$44	\$25	\$69	\$115	\$65	\$180	\$279	\$157	\$436
4	\$20	\$56	\$76	\$48	\$27	\$75	\$131	\$74	\$205	\$324	\$183	\$507
5	\$20	\$68	\$88	\$53	\$30	\$83	\$147	\$83	\$230	\$369	\$208	\$577
6 or more	\$20	\$68	\$88	\$53	\$30	\$83	\$147	\$83	\$230	\$369	\$208	\$577

**NOTE: HPD posts the rent and income limits as a courtesy. However, it is the owner's responsibility to use the correct income limit and to not charge more than the maximum allowed by the tax credit program.**

**Low Income Housing Tax Credit - Rent and Income Limits for New York City for 2015  
For all Projects - effective 3/6/2015**

**For All Buildings Regardless of Placed In Service Date**

**For 2015 Effective 3/6/2015**

HH Size	2015 Maximum Household Income			140% of 60%
	40%	50%	60%	
		Very-low	Low	
1	\$24,200	\$30,250	\$ 36,300	\$ 50,820
2	\$27,640	\$34,550	\$ 41,460	\$ 58,044
3	\$31,080	\$38,850	\$ 46,620	\$ 65,268
4	\$34,520	\$43,150	\$ 51,780	\$ 72,492
5	\$37,320	\$46,650	\$ 55,980	\$ 78,372
6	\$40,080	\$50,100	\$ 60,120	\$ 84,168
7	\$42,840	\$53,550	\$ 64,260	\$ 89,964
8	\$45,600	\$57,000	\$ 68,400	\$ 95,760

New York, NY HUD Metro FMR Area was subject to HUD's Hold Harmless Policy in 2007. However, HUD's Section 8 income limits are larger than those defined by Section 3009(a)(E)(ii) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289). Therefore, for FY2015 no special income limits are necessary.

Only one set of tables will be published as the LIHTC limits apply to all LIHTC buildings regardless of when they were placed in service.

- Notes**
- 40% - calculated as 0.8 times HUD very-low limits
  - 50% - as published by HUD
  - 60% - calculated as 1.2 times HUD published very-low limits
  - 140% for purposes of next available unit rule only
    - calculated as 60% x 1.4

Apt. Size	2015 Maximum Rent by Apt. Size			Avg. HH Size	60%
	30% of 60%				
	Max Gross Tenant Pays No Utilities	Max Contract Tenant Pays Electric	Max Contract Tenant Pays Cooking Gas & Electric		
0 BR	907	\$867	\$850	1	\$ 36,300
1 BR	972	\$931	\$913	1.5	\$ 38,880
2 BR	1,165	\$1,123	\$1,105	3	\$ 46,620
3 BR	1,347	\$1,292	\$1,274	4.5	\$ 53,880
4 BR	1,503	\$1,447	\$1,427	6	\$ 60,120
5 BR	1,658	\$1,590	\$1,570	7.5	\$ 66,330

**Utility Allowance**

Apt. Size	Electric	Gas
0 BR	\$40	\$17
1 BR	\$41	\$18
2 BR	\$42	\$18
3 BR	\$55	\$18
4 BR	\$56	\$20
5 BR	\$68	\$20

Utility allowances generally change each October. These figures were effective on January 1, 2015. Detailed utility allowances on the next page.

**NOTE: HPD posts the rent and income limits as a courtesy. However, it is the owner's responsibility to use the correct income limit and to not charge more than the maximum allowed by the tax credit program.**

Quadlogic Controls Corporation  
 33-00 Northern Blvd.  
 Long Island City, New York 11101



<b>Invoice Number</b>	<b>Bill Date</b>
8859583	04/11/17
	<b>Amount Due</b>
	\$139.81
<b>Security Code</b>	
<b>Building/Unit</b>	<b>Amount Paid</b>

Make Payments To:

Charges for		Security Code	Service Address		
Utility	Meter #	PreviousRead	CurrentRead	Multiplier	Usage
Electricity Service		11,473.887	12,025.555	1	551.668 - KWH

Electric Charges:	Start Date	End Date	Service Days	
Customer Charge	03/01/17	03/31/17	31	\$16.29
kWh Cost	03/01/17	03/31/17	31	\$101.37
Fuel Adjust	03/01/17	03/31/17	31	\$10.79
Utility Tax	03/01/17	03/31/17	31	\$5.34
Sales Tax	03/01/17	03/31/17	31	\$6.02
<b>Electric Charges Balance:</b>				<b>\$139.81</b>
<b>Current Invoice balance</b>				<b>\$139.81</b>

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## DIVISION 16 ELECTRICAL SPECIFICATIONS

### ELECTRIC SUBMETERING

Available in MS Word format:

[www.quadlogic.com](http://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-5N, & 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.
- 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.

## DIVISION 16 ELECTRICAL SPECIFICATIONS

- 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.

### 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.

## **DIVISION 16 ELECTRICAL SPECIFICATIONS**

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.

## **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".

## DIVISION 16 ELECTRICAL SPECIFICATIONS

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.

### 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



# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WAVERLY OWNER LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2014, AT 3:20 O'CLOCK P.M.

5592864 8100

141111262

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1650539

DATE: 08-27-14

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:01 PM 08/26/2014  
FILED 03:20 PM 08/26/2014  
SRV 141111262 - 5592864 FILE

CERTIFICATE OF FORMATION

OF

WAVERLY OWNER LLC

This Certificate of Formation of WAVERLY OWNER LLC is being duly executed and filed by Brian Shatz as an authorized person, to form a limited liability company pursuant to the Delaware Limited Liability Company Act (6 *Del. C.* §§ 18-101 *et seq.*).

1. The name of the limited liability company is WAVERLY OWNER LLC (the "Company").
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
3. This Certificate of Formation shall be effective on the date it is filed with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of WAVERLY OWNER LLC as of this 26th day of August, 2014.

          /s/ Brian Shatz            
Name: Brian Shatz  
Authorized Person

# Delaware

PAGE 1

*The First State*

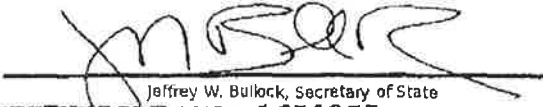
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WAVERLY OWNER LLC", CHANGING ITS NAME FROM "WAVERLY OWNER LLC" TO "WAVERLY OWNER I LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF AUGUST, A.D. 2014, AT 12:50 O'CLOCK P.M.



5592864 8100

141125469

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1659255

DATE: 08-29-14

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: WAVERLY OWNER LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

THE NAME OF THE LIMITED LIABILITY COMPANY IS WAVERLY OWNER I LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 29TH day of AUGUST, A.D. 2014.

By: /s/ Brian Shatz

Authorized Person(s)

Name: BRIAN SHATZ

Print or Type

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
WAVERLY OWNER I LLC**  
A Delaware Limited Liability Company

This LIMITED LIABILITY COMPANY AGREEMENT OF WAVERLY OWNER I LLC, a Delaware limited liability company (the "Company"), dated as of September 8, 2014 (this "Agreement"), is adopted, executed and agreed to by US Madison Waverly LP, a Delaware limited partnership, as the sole member (the "Member") of the Company.

**SECTION 1. Formation.** The Company has been organized by the Member as a Delaware limited liability company by the filing of a Certificate of Formation of the Company (the "Certificate") on the date hereof under and pursuant to the Delaware Limited Liability Company Act (the "Act"). The Member is governed by an Agreement of Limited Partnership of same date hereof (the "LP Agreement"). To the extent that the rights or obligations of the Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement, to the extent permitted by the Act and consistent with the provisions of the LP Agreement, shall control. Except as set forth herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the LP Agreement.

**SECTION 2. Powers.** The business purpose of the Company is limited solely to the following:

(a) Acquiring the Property and, thereafter, developing; financing, constructing, maintaining, owning, operating, leasing and selling the Project pursuant to the Approved Development and Leasing Plan under the LP Agreement;

(b) Carrying on and engaging in any and all other lawful business activities incidental or reasonably related to the foregoing, including, without limitation, borrowing money from any source, whether secured or unsecured, contracting for necessary or desirable services of professionals and others, acquiring, developing and owning the Project in accordance with the provisions of the LP Agreement; and

(c) Exercising all other powers necessary and reasonably connected with the foregoing which may be legally exercised by a limited liability company under the Act consistent with the provisions of the LP Agreement.

**SECTION 3. Registered Office.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law and in accordance with the terms of the LP Agreement. The principal office of the Company shall be at such place as the Member may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there. The Company may have such other offices as the Member may designate from time to time in accordance with the terms set forth in the LP Agreement.

**SECTION 4. Registered Agent.** The registered agent of the Company for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity as the Member may designate from time to time in the manner provided by law in accordance with the LP Agreement.

**SECTION 5. No State Law Partnership.** The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no member be a partner or joint venturer of any other member, for any purposes other than, if applicable federal and state tax purposes, and this Agreement shall not be construed to suggest otherwise. It is the intention of the Member that the Company be disregarded for and to the extent allowed under relevant federal, state or local tax provisions and that the activities of the Company be deemed to be activities of the Member for such tax purposes. The Member acknowledges that if in the future two or more persons or entities hold equity interests in the Company for federal or state income tax purposes then the Company will be treated as a "partnership" to the extent allowed under relevant federal, state and local tax provisions and shall make all available elections to be so treated for such tax purposes. All provisions of the Certificate and this Agreement are to be construed so as to preserve that tax status under those circumstances should they occur in the future.

**SECTION 6. Admission of Member.** Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate with the Office of the Secretary of State of the State of Delaware, US Madison Waverly LP is admitted as the sole Member of the Company in respect of the Interest (as hereinafter defined).

**SECTION 7. Interest.** The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act) (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person or entity to comply with the terms and provisions of this Agreement.

**SECTION 8. Capital.** The Member may contribute cash, other assets or property to the Company with respect to its Interests as it shall decide, from time to time.

**SECTION 9. Management.** The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. The Member will have the right to appoint one or more representatives of the general partner of the Member who are authorized to execute documents for the Company. The Member hereby appoints Brian Shatz and Joshua Zegen as such authorized persons, in each case until a successor is appointed by the general partner of the Member in accordance with the LP Agreement or until such representative's death, resignation or removal. For purposes of clarity, Brian Shatz is also an authorized person within the meaning of the Act to file the Company's Certificate of Formation.

**SECTION 10. Distributions.** At such time as the Member shall determine in accordance with the terms of the LP Agreement, the Member shall cause the Company to distribute with respect to its Interests any cash, other assets or property held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of Section 18-607 or Section 18-804 of the Act. Whenever the Company is to pay any sum to the Member, any amounts that such Member owes to the Company may be deducted from that sum before payment.

**SECTION 11. Indemnification and Exculpation.** To the fullest extent permitted by applicable law and subject to the terms of the LP Agreement, the Development Management Agreement, and the Property Management Agreement, neither the Member, nor any person who is an employee, representative, agent, director, or officer of an Affiliate of the Member (collectively, the "Covered Persons") will be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person will be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

To the fullest extent permitted by applicable law and subject to the terms of the LP Agreement, the Development Management Agreement, and the Property Management Agreement, a Covered Person will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person

by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 11 by the Company will be provided out of and to the extent of Company assets only, and the Members will not have personal liability on account thereof.

**SECTION 12. Assignments.** In accordance with the terms of the LP Agreement, the Member may assign all or any part of its Interest at any time (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a member automatically upon an assignment.

**SECTION 13. Distributions Upon Dissolution.** Upon the occurrence of an event set forth in Section 14 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Act, the remaining funds of the Company.

**SECTION 14. Dissolution.** The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other Person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

**SECTION 15. Limited Liability.** The Member shall have no liability for the obligations of the Company, except to the extent required by the Act.

**SECTION 16. Amendment.** This Agreement may be amended only in a writing signed by the Member and as authorized under the LP Agreement.

**SECTION 17. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS, RULES OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

**SECTION 18. Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

**SECTION 19. Counterparts.** This Agreement may be executed in separate counterparts (including by manual telecopied signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 20. Further Assurances.** The parties shall execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

**SECTION 21. The Entire Agreement.** Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

**SECTION 22. Successors and Assigns.** Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and the Member and any subsequent holders of Interests and the respective successors and assigns of each of them, so long as they hold any Interests.

**SECTION 23. Delivery by Facsimile/Electronic Mail.** This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or by electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

\* \* \* \*



IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

**MEMBER**

**US Madison Waverly LP**

**By: MRC WAVERLY GP LLC, its General Partner**

**By: MRC Equity Holdings LLC, its sole member**

By: 

Name: Brian Shatz

Its: Managing Member

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: WAVERLY OWNER I LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: NEWY

FILED:09/02/2014 DURATION:\*\*\*\*\* CASH#:140902000140 FILM #:140902000133  
DOS ID:4629571

FILER:

EXIST DATE

MADISON REALTY CAPITAL  
825 3RD AVE, FL 37

09/02/2014

NEW YORK, NY 10022

ADDRESS FOR PROCESS:

C/O CT CORPORATION SYSTEM  
111 EIGHTH AVENUE  
NEW YORK, NY 10011

REGISTERED AGENT:

CT CORPORATION SYSTEM  
111 EIGHTH AVENUE  
NEW YORK, NY 10011



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: C T CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEES	285.00	PAYMENTS	285.00
FILING	250.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	285.00
HANDLING	25.00	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 3, 2014.



*Anthony Giardina*

Anthony Giardina  
Executive Deputy Secretary of State

CT-07

APPLICATION FOR AUTHORITY

140902000

OF

133

WAVERLY OWNER I LLC

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: \_\_\_\_\_

WAVERLY OWNER I LLC

If the name does not contain a required word or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following word or abbreviation is added to the name for use in this state:

If the name of the limited liability company is unavailable, the fictitious name under which it will do business in New York is:

SECOND: The jurisdiction of organization of the limited liability company is:

DELAWARE

The date of its organization is: AUGUST 26, 2014

THIRD: The county within this state in which the office, or if more than one office, the principal office of the limited liability company is to be located is:

NEW YORK

FOURTH: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within this state to which the secretary of state shall mail a copy of any process against him or her is: c/o CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

FIFTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

SIXTH: The address of the office required to be maintained in the jurisdiction of formation by the laws of that jurisdiction or, if not so required, the address of the principal office of the limited liability company is:

1209 ORANGE STREET, WILMINGTON, DE 19801

SEVENTH: The limited liability company is in existence in its jurisdiction of formation at the time of the filing of this application.

EIGHTH: ( Complete the applicable statement )



The name and address of the authorized officer in the jurisdiction of formation where a copy of the articles of organization of the limited liability company is filed is:

Secretary of State, Division of Corporations, John G Townsend Building

401 Federal Street, Suite 4, Dover, DE 19901



No public filing of the limited liability company's articles of organization is required by the laws of the jurisdiction of formation. The limited liability company shall provide, upon request, a copy thereof with all amendments thereof. The name and post office address of the person responsible for providing such copies is:

/s/ Brian Shatz

Name and Capacity of Signer

BRIAN SHATZ, AUTHORIZED PERSON

CT-07

133

Application for Authority

of

WAVERLY OWNER I LLC

(Entity Name)

100  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED SEP 02 2014

TAXS

BY: *[Signature]*

Under Section 802 of the Limited Liability Company Law

RECEIVED

2014 AUG 29 PM 4:04

filed by:

MADISON REALTY CAPITAL

(Name)

825 3RD AVE FL 37

(Mailing address)

NEW YORK, NY 10022

(City, State and ZIP code)

2014 SEP - 2 AM 9:08

FILED

DRAWDOWN

*CS# ref# 926121mf*

140

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WAVERLY OWNER I LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2014.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5592864 8300

141126406

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1659304

DATE: 08-29-14

**Submetering Lease Rider**  
**555 Waverly Avenue, Brooklyn, New York 11238**

1. You acknowledge that Waverly Owner I 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. 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. In, the event that a tenant is invoiced incorrectly, the property management will refund the tenant affected by the submeterer actions that led to such refunds provided that the submeterer has such contact information for the residents.
  
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:

		<b>Total</b>
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
<b>Tenant Cost</b>		<b>\$ZZ.ZZ</b>

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)

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

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

- 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 is Silverstone Property Group, LLC. 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022. The Property Manager Phil Lavoie can be reached at 646-786-8000 and email address [info@silverstonepg.com](mailto:info@silverstonepg.com).** 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](http://www.dps.ny.gov)

- 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](http://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.
- 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 your utility 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 management representative by phone or in writing and he/she will work with you.

**STANDARD FORM OF APARTMENT LEASE**  
 (FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)  
 THE REAL ESTATE BOARD OF NEW YORK, INC.  
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**PREAMBLE:** This lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

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

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

whose address is c/o Silverstone Property Group, 825 Third Avenue, 37th Fl., New York, NY 10022

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

whose address is various in the United States

**1. APARTMENT AND USE**

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

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

**2. LENGTH OF LEASE**

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

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

**3. RENT**

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

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

**4. SECURITY DEPOSIT**

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

\_\_\_\_\_ bank at 485 Madison Ave., 11th Fl, NY NY 10022. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

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

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

Space to be filled in.

**5. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

**6. CAPTIONS**

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

**7. WARRANTY OF HABITABILITY**

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

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

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

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

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

**9. CHANGES AND ALTERATIONS TO APARTMENT**

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

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

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

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

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

**11. OBJECTIONABLE CONDUCT**

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

**12. SERVICES AND FACILITIES**

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

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

~~C.~~ C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charges is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

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

E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time

~~\_\_\_\_\_~~ Space to be filled in.

~~\_\_\_\_\_~~ Rider to be added, if necessary.

after the end of this year 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

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

**13. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

**14. ENTRY TO APARTMENT**

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

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

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

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

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

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

**15. ASSIGNING; SUBLETTING; ABANDONMENT**

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

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

**16. DEFAULT**

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

(a) You fail to carry out any agreement or provision of this Lease;

(b) You or another occupant of the Apartment behaves in an objectionable manner;

(c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;

(d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

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

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 16.

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

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

**17. REMEDIES OF OWNER AND YOUR LIABILITY**

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

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

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

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

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

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

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

(d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

\*\*\*This may be deleted.

If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

**18. ADDITIONAL OWNER REMEDIES**

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this lease.

**19. FEES AND EXPENSES**

**A. Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:

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

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

**B. Tenant's Right.** Owner agrees that unless sub-paragraph 5 of this Article 19 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

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

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

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

**21. FIRE OR CASUALTY**

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

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

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

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

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

**22. PUBLIC TAKING**

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

**23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

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

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

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

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Article 21, 22, and 23.

**25. BILLS AND NOTICE**

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

\*\*\*This may be deleted.

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

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

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

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

**27. NO WAIVER OF LEASE PROVISIONS**

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

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

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

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

**28. CONDITION OF THE APARTMENT**

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

**29. DEFINITIONS**

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

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

**30. SUCCESSOR INTERESTS**

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

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

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

Witnesses

_____	_____ [L.S.]
	Owner's Signature
_____	_____ [L.S.]
	Tenant's Signature
_____	_____ [L.S.]
	Tenant's Signature

**GUARANTY**

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

Dated, New York City \_\_\_\_\_

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

\_\_\_\_\_ Address

Apartment

Premises

Tenant

Expires



STANDARD FORM OF APARTMENT

Lease



The Real Estate Board of New York, Inc.

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ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

Public Access Ways

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

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

Bathroom and Plumbing Fixtures

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

Refuse

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

Elevators

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

Laundry

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

Keys and Locks

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

Noise

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

No Projections

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

No Pets

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

Moving

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

Floors

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

Window Guards

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



## RIDER TO RESIDENTIAL LEASE

**PLEASE ADHERE TO THE RULES WHICH ARE A PART OF THE LEASE  
AGREEMENT DATED \_\_\_\_\_ FOR \_\_\_\_\_, APARTMENT # \_\_\_\_\_  
For \_\_\_\_\_.**

The parties agree that this rider supplements and is part of the Lease dated \_\_\_\_\_. In the event that there is a conflict between the printed portion of the lease and this typewritten rider, the more restrictive provision construed against the tenant shall prevail.

1. PETS:

Tenant agrees not to keep any pets in the apartment at any time during the term of this lease that are larger than 15 pounds. Tenant agrees that any breach of this provision by Tenant shall entitle Landlord at its option to notify Tenant in writing that any pet kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Any breach of this provision shall constitute a default of this lease. Landlord shall have the right to elect to terminate this lease and Tenant's possession of the apartment in the manner provided in this lease. Tenant also agrees to bear full responsibility for any and all damages resulting from harboring pet and/or from breach of this paragraph.

2. SECURITY DEPOSIT:

It is expressly understood and agreed that *in no event* shall the security deposit be construed as prepayment of any rent coming due under this lease. Tenant's security deposit may not be used as Tenant's last month rent in any circumstance.

3. SMOKE & CARBON MONOXIDE DETECTORS:

The apartment has smoke and carbon monoxide detector(s) and tenant agrees to maintain all smoke detectors in the apartment and replace batteries as required. There is a one-time charge of \$10.00 for the smoke detector. Landlord will not replace batteries in missing smoke detectors.

4. LATE FEES:

Any rents received by Landlord after the 5<sup>th</sup> day of the month in which said rents become due, will be subject to a late charge of 5% of past due rent. This charge shall be in addition to any rents or legal fees, which may become due and payable pursuant to the provisions of this lease.

5. APPLIANCES AND OTHER EQUIPMENT:

- A. All appliances such as refrigerator and stove are the property of the Landlord. In no event shall the Tenant move, replace or dispose of said appliances without the written consent of Management. Any malfunction of the appliance(s) shall be reported to the Superintendent or directly to Management. In no event shall Tenant repair or replace any appliances on his/her own. All appliances and other equipment shall remain in the apartment when Tenant moves out.

## RIDER TO RESIDENTIAL LEASE

- B. Tenant is strictly forbidden to touch, fix, or replace any parts of the plumbing or electrical systems in the apartment or in the building. Tenant also agrees that the Tenant will be responsible for any and all damages resulting from this breach by the Tenant of this paragraph.
- C. Management shall not be liable for damage to the appliances or equipment supplied by Landlord, caused by Tenant's acts of negligence or misconduct. Tenant will be responsible for repair or replacement of any appliance caused by its negligence or misconduct. Tenant shall not receive any rent abatement or rent reduction for lack of services caused by tenant's own acts of negligence or misconduct.

### 6. WASHING MACHINES AND DRYERS:

Under no circumstances shall the Tenant install, have or use a washing machine or dryer in his/her apartment unless the apartment is leased with such appliances already installed by Landlord. If any such appliance is found or reported to have been seen in the Tenant's apartment, Management will hold Tenant liable and responsible for all damages and water consumption caused by said appliance. Tenant agrees that any breach of this provision by Tenant shall entitle Management at its option to notify Tenant in writing that any washing machine and/or dryer kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Management shall have the right to elect to terminate this lease and Tenant's possession of the apartment.

### 7. AIR CONDITIONERS:

Tenant acknowledges that he/she is renting his/her unit from Landlord without an air-conditioning unit. Tenant may install a window unit only and it MUST BE PROFESSIONALLY installed at tenant's expense. Tenant agrees to maintain responsibility for installed unit. Tenant hereby also agrees to remove its air-conditioning unit at the end of tenant's term.

### 8. HALLWAYS AND OTHER PUBLIC AREAS:

Tenant shall keep public hallways and other public areas clean and neat. Tenant is not allowed to urinate, smoke, loiter, graffiti paint and/or to dispose of unwanted household items in the public areas of the building. Tenant is not allowed to store items and/or to dry laundry in the public hallways. Management will allow the Superintendent to remove all items kept by Tenant in the hallways. Management is not responsible for damage caused to such items.

### 9. RENT:

Notwithstanding anything hereinabove to the contrary, upon Tenant's failure to pay rent, a demand notice may be orally given or may be served pursuant the New York Real Property Law.

### 10. BOUNCED OR RETURNED CHECKS:

Tenant agrees to pay a minimum charge of \$50.00 for all checks returned to the Landlord or Management drawn on an account with insufficient or uncollected funds. Tenant agrees that after two checks are drawn from Tenant's account with insufficient or uncollected funds, the Landlord may demand to only accept rent by certified check or money order.

## **RIDER TO RESIDENTIAL LEASE**

### **11. RENTER'S INSURANCE:**

Tenant acknowledges that he/she **MUST PURCHASE** his/her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft or other accident or force major landlord will not cover tenant for loss or damage of above items. Should tenant purposely or by accident overflow his/her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence. Tenant is obliged to furnish Landlord with Evidence of Insurance for the period of his/her initial lease and forever period of lease renewal thereafter. **THIS LEASE MAY BE NULLIFIED AND VOIDED BY LANDLORD IF NO RENTER'S INSURANCE IS MAINTAINED BY TENANT.**

### **12. KEYS:**

It is expressly understood and agreed that the Tenant shall furnish a copy of all apartment keys to Management or to the Landlord's agent for emergency repair work. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and in any case provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. In no event may padlocks or hasps be installed on any door. Failure to return all keys to Landlord upon moving-out of the apartment will result in a locksmith charge of \$250.00 off the Security Deposit amount for each set of keys not returned.

### **13. UTILITIES AND TELEPHONE SERVICE:**

The use of cooking gas and electricity is not included in the rent. Tenant shall apply to the local utility company (Consolidated Edison) for his/her own accounts. Upon lease signing it is the tenant's obligation to contact local utility company to have gas and electricity turned on. In addition, Tenant may at his/her own expense install cable television, phone and high speed internet service. Tenant requires Landlords permission in writing prior to installing dish antennas or satellites on any of the building's roofs or other areas. In no event shall any antenna or satellite be installed on the fire escapes! Landlord reserves the right to remove such equipment if such is found to have been installed without written permission. Tenant will be charged for all costs incurred by the Landlord relating to the removal of antennas and satellites.

Landlord is not responsible to install or provide telephone service or equipment. If apartment has no telephone jacks, tenant may elect to install them at his/her expense. Landlord will not mediate between tenant and Telephone Company for access or other issues arising from demand for telephone service.

### **14. SHOWINGS:**

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the first two months of the lease and for the last four months before the end of the Lease, to show the Apartment to persons who wish to rent an apartment in the building.

### **15. MOVING OUT:**

## **RIDER TO RESIDENTIAL LEASE**

Tenant agrees to provide Landlord with at least 60 days' written notice prior to the expiration of the lease in the event that the Tenant does not desire to renew the terms of the hereof. Tenant agrees that failure to provide such notice shall result in forfeiture of the Tenant's entire security deposit, without limitation to any of the Landlord's rights and remedies.

Tenant agrees to arrange with the Superintendent or with Management for a smooth and orderly move-out proceeding and for remittance of the apartment keys.

Tenant agrees to surrender the apartment in broom clean condition and empty of personal belongings at the latest by 10:00 AM on the last day of the term of the lease. Any belongings left after 10:00 AM will be considered abandoned & landlord will charge a fee for disposal.

Tenant will be held responsible for any damage to the common areas or to any portion of its apartment during move in/move out, whether caused by the Tenant or its movers.

### **16. RECYCLING:**

Sorting and separating of refuse and trash:

- A. Tenant duties: Tenant agrees to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governmental, departmental, commissions and board regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by owner for the sorting and separating of such recyclable materials.
- B. Management reserves the right, if Tenant fails to comply, to refuse to collect or accept waste products, garbage or trash that is not separated and sorted as required by law. Tenant shall be responsible at his/her sole cost and expense to arrange for a contractor satisfactory to owner.
- C. Fine and penalties; indemnification to Management. Tenant shall pay all costs, expenses and fines or damages imposed on landlord or Tenant by reason of Tenant's failure to comply with paragraphs A and B above, and shall indemnify defend and hold Landlord harmless from and against any actions, claims and suits arising from such noncompliance. Tenant's non-compliance with paragraphs A, B, or C shall constitute a violation of a substantial obligation of the tenancy and Management's rules and regulations. Tenant shall be liable to Landlord for any costs or expenses, including legal fees, of any action or proceeding by owner against Tenant.

### **17. USE RESTRICTION:**

Tenant acknowledges that the cellar accessory space of the apartment, if any, is a recreation room which is not intended for living purposes. Any use of this designated area for living purposes shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

### **18. CHANGES AND ALTERATIONS TO APARTMENT:**

Tenant may not build in, add to, change or alter, the Apartment in any way, including installation of walls, partitions, pressurized walls, or other floor-to-ceiling divider, even if intended as a temporary installation.

**RIDER TO RESIDENTIAL LEASE**

Any violation of this provision shall be deemed a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

**19. REPRESENTATIONS, CHANGES IN LEASE:**

Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This Lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**20. DEFAULT:**

Landlord reserves its rights to forfeit Tenant’s security deposit should Tenant default on any of its Lease obligations.

**21. COUNTERPARTS/FACSIMILE:** This Lease may be executed in any number of counterparts and via facsimile and pdf, and all such counterparts taken together shall be deemed to constitute one and the same original instrument. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals.

AGREED: \_\_\_\_\_  
Tenant: ( \_\_\_\_\_ )

AGREED: \_\_\_\_\_  
Tenant: ( \_\_\_\_\_ )

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREED: \_\_\_\_\_  
By Silverstone Property Group, LLC as Agent for  
OWNER: ( \_\_\_\_\_ )

DATE: \_\_\_\_\_



State of New York  
**Division of Housing and Community Renewal**  
 Office of Rent Administration  
 Web Site: www.nysdhcr.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): \_\_\_\_\_

Subject Premises: \_\_\_\_\_

Apt. #: \_\_\_\_\_

Date of vacancy lease: \_\_\_\_\_

**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: \_\_\_\_\_

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Managing Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

**RIDER TO RESIDENTIAL LEASE**

**SPRINKLER SYSTEM NOTICE**

**PLEASE TAKE NOTICE PURSUANT TO SECTION 231-A OF THE NEW YORK REAL PROPERTY LAW THAT THE APARTMENT YOU ARE LEASING DOES NOT CONTAIN A SPRINKLER SYSTEM.**

\_\_\_\_\_  
Tenant: ()

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant: ()

DATE: \_\_\_\_\_

\_\_\_\_\_  
By Silverstone Property Group  
as Agent for Owner

DATE: \_\_\_\_\_

**RIDER TO RESIDENTIAL LEASE**

**SPRINKLER SYSTEM NOTICE**

**385 Union Avenue, Brooklyn, New York 11211**

**PLEASE TAKE NOTICE PURSUANT TO SECTION 231-A OF THE NEW YORK REAL PROPERTY LAW THAT THE APARTMENT YOU ARE LEASING CONTAINS A MAINTAINED AND OPERATIONAL SPRINKLER SYSTEM. THE LAST MAINTENANCE DATE FOR THE SPRINKLER SYSTEM WAS \_\_\_\_\_ AND IT WAS LAST INSPECTED ON \_\_\_\_\_.**

\_\_\_\_\_  
Tenant: ()

\_\_\_\_\_  
Tenant: ()

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
By Silverstone Property Group  
as Agent for Owner

DATE: \_\_\_\_\_



**RIDER TO RESIDENTIAL LEASE**

**SPRINKLER SYSTEM NOTICE**

**PLEASE TAKE NOTICE PURSUANT TO SECTION 231-A OF THE NEW YORK REAL PROPERTY LAW THAT THE APARTMENT YOU ARE LEASING CONTAINS A MAINTAINED AND OPERATIONAL SPRINKLER SYSTEM. THE LAST MAINTENANCE DATE FOR THE SPRINKLER SYSTEM WAS \_\_\_\_\_ AND IT WAS LAST INSPECTED ON \_\_\_\_\_.**

**THE GARAGE/PARKING LOT THAT IS INCLUDED IN THIS LEASE AS LEASED PREMISES CONTAINS A MAINTAINED AND OPERATIONAL SPRINKLER SYSTEM. THE LAST MAINTENANCE DATE FOR THAT SPRINKLER SYSTEM WAS \_\_\_\_\_ AND IT WAS LAST INSPECTED ON \_\_\_\_\_.**

\_\_\_\_\_  
Tenant: ()

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant: ()

DATE: \_\_\_\_\_

\_\_\_\_\_  
By Silverstone Property Group  
as Agent for Owner

DATE: \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Please initial C&D; sign/date at Lessee Line.



**THE CITY OF NEW YORK**  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

Michael R. Bloomberg Mayor    Thomas R. Frieden, M.D., MPH  
Commissioner

## WINDOW GUARDS REQUIRED

### Lease Notice to Tenant

You are required by law to have window guards installed 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 of age or younger lives in your apartment,

OR

if you ask him 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 ONE

- 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

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant's Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Apt No.

#### RETURN THIS FORM TO:

c/o Silverstone Property Group, LLC  
Owner/Manager

825 Third Avenue, 37th Fl., New York, NY 10022  
Owner/Manager's Address

**For Further Information Call:  
Window Falls Prevention (212) 676-2162**

**NEW YORK CITY LEAD PAINT NOTICE**  
**[To be Attached to the Lease of the Apartment]**  
**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-**  
**BASED PAINT HAZARDS—INQUIRY REGARDING CHILD**

You are required by law to inform the owner if a child under seven years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under seven years of age resides there.

If a child under seven years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under seven years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- A child under seven years of age resides in the unit  
 A child under seven years of age does not reside in the unit.

\_\_\_\_\_  
(Occupant signature)

Print occupant's name, address and apartment number \_\_\_\_\_  
\_\_\_\_\_

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

\_\_\_\_\_  
(Owner signature)

RETURN THIS FORM TO c/o Silverstone Property Group, LLC  
825 Third Avenue, 37th Fl., New York, NY 10022

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY

## Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) \_\_\_\_\_  
**6** City, state, and ZIP code \_\_\_\_\_

**7** List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border: 1px solid black;"> </td> <td style="width: 33%; border: 1px solid black;"> </td> <td style="width: 33%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> </tr> </table>						
<b>or</b>						
<b>Employer identification number</b>						
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**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.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 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 withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Tenant Information Sheet**

Date: \_\_\_\_\_

Unit #: \_\_\_\_\_

**Personal Information**

Full Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apartment/Unit #

\_\_\_\_\_ City State Zip Code

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Family Composition**

	Name	DOB	SS#	Relationship
Head	_____	_____	_____	_____
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____
5)	_____	_____	_____	_____
6)	_____	_____	_____	_____

**Emergency Contact Information**

Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apartment/Unit #

\_\_\_\_\_ City State Zip Code

Primary Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

Relationship: \_\_\_\_\_

**NOTE: PLEASE PROVIDE US WITH COPY OF THE PROPER DOCUMENTATION**

**825 THIRD AVENUE, 37<sup>TH</sup> FLOOR - NEW YORK, NY 10022  
TEL: 646.786.8000 \* FAX: 646.435.9223  
WWW.SILVERSTONEPG.COM**

## 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%.

<b>AVERAGE ANNUAL ENERGY CONSUMPTION</b>			
<b>Equipment</b>	<b>Conventional Products</b>	<b>Energy Saving Products</b>	<b>Potential Energy Savings</b>
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](http://www.sears.com)
- [www.circuitcity.com](http://www.circuitcity.com)
- [www.bestbuy.com](http://www.bestbuy.com)
- [www.prichard.com](http://www.prichard.com)
- [www.allcityappliance.com](http://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, NYSEERDA, Niagra Mohawk, Southern California Edison.



## 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](http://www.dps.ny.gov), or you may review a copy of the regulations in the property manager's office.

The building at **555 Waverly Avenue, Brooklyn, NY 11238** will be a submetered facility. **Waverly Owner LLC** is the owner of this building. 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 **555 Waverly Avenue, NY 11238** 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 **Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022**. Management could also be contacted at **646-786-8000**.

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 is Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022** The Property Manager Phil Lavoie can be reached at **646-786-8000** and email address [info@silverstonepg.com](mailto:info@silverstonepg.com). 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](http://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 **(646-786-8000)** or by mail at c/o **Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022**. 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 **646-786-8000** o por correo escrito a la siguiente direccion: c/o **Silverstone Property Group, LLC**.

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, **555 Waverly Avenue, Brooklyn, NY 11238** 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 **555 Waverly Avenue, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** 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, **555 Waverly Place, Brooklyn, NY 11238** 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. **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** becomes aware of such hardship, **555 Waverly Place, Brooklyn, NY 11238** can refer you to the Department of Social Services. Please notify **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** at the address above.

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To ensure that you receive all of the protections that you are eligible for, please contact a **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** 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 **555 Waverly Place, Brooklyn, NY 11238** at the address above.

**BUDGET BILLING PLAN**

Resident(s) Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Account No.: \_\_\_\_\_

As set forth below, **Silverstone Property Group, LLC 825 Third Avenue, 36<sup>th</sup> Fl., New York, NY 10022 (555 Waverly Avenue, Brooklyn, NY 11238 )** 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. **555 Waverly Avenue, Brooklyn, NY 11238** 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, **555 Waverly Avenue, Brooklyn, NY 11238** 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 **555 Waverly Avenue, Brooklyn, NY 11238** 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:** \_\_\_\_\_

**Silverstone Property Group:** \_\_\_\_\_

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

**Return one signed copy to 555 Waverly Avenue by MM/DD/YYYY.**

## Residential Payment Agreement

Resident(s) Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Account No.: \_\_\_\_\_

The total amount owed to **Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Fl., New York, NY 10022** 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”), **Silverstone Property Group, 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 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, **Silverstone Property Group, LLC** 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**, **Silverstone Property Group, LLC** 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 Silverstone Property Group, LLC**  
**825 Third Avenue, 36<sup>th</sup> Fl.,**  
**New York, NY 10022**  
**Tel; 646-786-8000**

### 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 **Silverstone Property Group, LLC**. If you and **Silverstone Property Group, LLC** 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 Silverstone Property Group, LLC. 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 **Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022** at **646-786-8000**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

**Silverstone Property Group, LLC**

**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 **Silverstone Property Group, LLC, 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022** (telephone # **646-786-8000**) 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 **Silverstone Property Group, LLC**. If you or anyone in your household meets any of the following conditions please contact **Silverstone Property Group, LLC**: medical emergency, elderly, blind, or disabled.

Sincerely,

**Silverstone Property Group, LLC**

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS**  
**INABILITY TO PAY**

**Silverstone Property Group, LLC**  
**825 Third Avenue, 36<sup>th</sup> Floor**  
**New York, NY 10022**  
**Tel: 646-786-8000**

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 **Silverstone Property Group, LLC 825 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10022 Tel: 646-786-8000** 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 Silverstone Property Group, LLC for this account as of MM/DD/YYYY is: \$XX.XX.**

## Quarterly Billing Plan

**Customer Name:** \_\_\_\_\_

**Premise Address:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Under this plan, **Silverstone Property Group, LLC , 825 Third Avenue, 36<sup>th</sup> Fl., New York, NY 10022** 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, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

**[ ] Yes!! would like Quarterly Billing:**

**Return one completed copy to Silverstone Property Group, LLC. by MM/DD/YYYY.**

**CONFIDENTIAL**  
**Evaluation of Customer's Ability To Pay**

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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. Do you own your home or do you rent? \_\_\_\_\_

7. What is your monthly mortgage or rent payment? \_\_\_\_\_.

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. 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:

**Silverstone Property Group, LLC.  
825 Third Avenue, 36<sup>th</sup> Floor  
New York, NY 10022  
Tel: 646-786-8000**

**ACCOUNT INFORMATION**

(Be sure to complete before mailing)

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Name

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Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

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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:

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

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**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.

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Caregiver/Agency

---

Address

Apartment

---

Town/City

Zip

---

Telephone # Daytime

Evening

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Designee Signature