

## Method of Service

<b>Name:</b>	<i>Alison Christopher</i>
<b>Company/Organization:</b>	<i>Quadlogic Control Corporation</i>
<b>Mailing Address:</b>	
<b>Company/Organization you represent, if different from above:</b>	<i>3300 Northern Blvd. 2nd Fl. Long Island City, N.Y. 11101</i>
<b>E-Mail Address:</b>	<i>a.christopher@quadlogic.com</i>
<b>Case/Matter Number:</b>	

### Request Type

- ☒ New Petition/Application - I am filing a new petition/application which requires action by the Commission.
- ☐ Service List request – I request to be on the service list for the matter/case.
- ☐ Other – Type of request \_\_\_\_\_

### Service Information (Select one option below)

☒ Electronic Service and Waiver – Consent in Case/Matter Identified Above

As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in the above Case. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail and will receive all orders by electronic means in the above Case. This consent remains in effect until revoked.

☐ Electronic Service and Waiver – Global Consent in All Cases/Matters

As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in all Cases where it participates. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail, and will receive all orders by electronic means in all Cases where I participate. This consent remains in effect until revoked.

*Note: Due to the design of our system, this consent attaches to the individual named here and not to the party that may be represented by that individual. Therefore, individuals who represent multiple parties should be aware that a global consent will affect all matters in which they appear on behalf of any party.*

- ☐ I do not consent to receive orders electronically

### E-Mail Preference (Select one option below) – For Case specific request

E-Mail notifications include a link to filed and issued documents.

- ☐ Notify me of Commission Issued Documents in this case/matter.
- ☐ Notify me of Both Commission Issued Documents and Filings in this case/matter
- ☐ Do not send me any notifications of filed or issued documents

Submitted by: <i>Alison Christopher</i>	Date: <i>6-21-2016</i>
---	------------------------



New York State Public Service Commission  
Office of Consumer Policy



Submetering Identification Form

Name of Entity: 616 First Avenue LLC	Corporate Address: 104 5th Ave. 9th Fl.
City: New York State: N.Y. Zip: 10011	Web Site: N/A
Phone: 646-650-5590	Utility Account Number: Not known as yet
Chief Executive:	Account Holder Name: 616 First Avenue LLC
Phone:	E-mail:
DPS Case Number: Not known as yet	

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: John MacGowan	Name: N/A
Phone: 212-634-8900	Phone:
Fax:	Fax:
E-mail: john.macgowan@residential.com	E-mail:
Address: 622 Third Ave, 15th Fl.	Address:
City: New York State: N.Y. Zip: 10017	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: 626 First Avenue	Service Address: 626 First Avenue
City: New York State: N.Y. Zip: 10016	
Electric Heat? Y/N	Electric Hot Water? Y/N
# Units Occupied by: Sr. Citizens N/A Disabled N/A	Total # of Units 761
Rent Stabilized 160 # Rent Controlled N/A	# Rent-Regulated N/A # Market Rate 601
Rental: Y/N Condo: Y/N	Co-Op: Y/N
# Low Income # Section 8 N/A	# Landlord Assist Program N/A # Other N/A
Submeter / Billing Agent: Quadlogic Control	Address: 3300 Northern Blvd.
City: Long Island City State: N.Y. Zip: 11101	2nd Floor
Contact Name: Alison Christopher	Contact Phone: 212-930-9300 Contact Fax: 212-930-9393

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.

## 616 First Avenue LLC

---

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

Re: Notice of Intent to sub-meter electricity at a building located at 626 First Avenue, New York, NY 10016

Dear Secretary Burgess,

616 First Avenue 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., 626 First Avenue, New York, NY 10016.

Construction started October 2013 and expected completion November 2016. The building consists of 761 Units. 601 Units will be Fair Market. 160 Units will be Rent Stabilized. There will be no Section 8 units. HPD is the agency on record for this building. Rent schedule is attached. Currently none of the units are occupied.

The building will be heated and cooled by vertical stack water-source heat pumps. The heat pump coils are served by a condenser water supply and return loop, which originates in the west tower's 47<sup>th</sup> floor mechanical room. During the heating season, the temperature of the water loop is maintained through heat injection using hot water produced by gas-fired condensing boilers in the 47<sup>th</sup> floor mechanical room. Electric heat will not be utilized.

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

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

Description of the sub-metering system to be installed:

**104 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor  
New York, New York 10011**

Quadlogic Control Corporation's MCSN (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.

## 616 First Avenue LLC

---

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.

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 Manager: John MacGowan can be contacted via email at [john.macgowan@fsresidential.com](mailto:john.macgowan@fsresidential.com) by telephone number 212-634-8900/ at the management office at First Service Residential, 622 Third**

**104 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor  
New York, New York 10011**

**Avenue 15th Fl., New York, NY 10017.** 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 been partially installed as of May 2016. Expected completion is November 2016.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "Michael Stern", written over the word "Sincerely,".

Michael Stern  
616 First Avenue LLC

616 First Avenue LLC

---

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 626 First Avenue, New York, New York 10016.

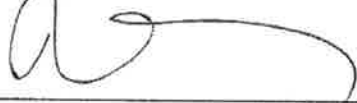
Dear Mr. DeSanti,

616 First Avenue 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,

616 First Avenue LLC



Signature

Michael Stern

Name

616 First Avenue, LLC

Company Name

104 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor  
New York, New York 10011



## **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 a **626 First Avenue, New York, NY 10016** will be a submetered facility. **616 First Avenue 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 **626 First Avenue, New York, NY 10016** 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 **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017**. Management could also be contacted at **212-634-8900**.

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 Manager: John MacGowan can be contacted via email at [john.macgowan@fsresidential.com](mailto:john.macgowan@fsresidential.com) by telephone number 212-634-8900 or at the management office at First Service Residential, 622 Third Avenue 15th Fl., New York, NY 10017.** 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 **(212-634-8900)** or by mail at c/o **First Service Residential, 622 Third Avenue, 15<sup>th</sup> Fl., New York, NY 10017**. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando el telefono **212-634-8900** o por correo escrito a la siguiente direccion: c/o **First Service Residential, 622 Third Avenue, 15<sup>th</sup> Fl., New York, NY 10017**

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, **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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, **626 First Avenue, New York, NY 10016** 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. **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** becomes aware of such hardship, **626 First Avenue, New York, NY 10016** can refer you to the Department of Social Services. Please notify **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** at the address above.

## **BUDGET BILLING PLAN**

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

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

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

As set forth below, **First Service Residential, 622 Third Avenue, 15<sup>th</sup> Fl. New York, NY 10017 (626 First Avenue, New York, NY 10016)** 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. **626 First Avenue, New York, NY 10016** 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, **626 First Avenue, New York, NY 10016** 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 **626 First Avenue, New York, NY 10016** 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:** \_\_\_\_\_

**616 First Avenue LLC:** \_\_\_\_\_

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

**Return one signed copy to 626 First Avenue, New York, NY 10016 by MM/DD/YYYY.**

## Residential Payment Agreement

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

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

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

The total amount owed to **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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”), **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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, **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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**, **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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**

**First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017**

**Tel: 212-634-8900**

### 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 **First Service Residential**. If you and **First Service Residential** 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 First Service Residential. 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 **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** at **212-634-8900**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

**First Service Residential**

**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 **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** (telephone # **212-634-8900**) 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 **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017**. If you or anyone in your household meets any of the following conditions please contact **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017**: medical emergency, elderly, blind, or disabled.

Sincerely,

**First Service Residential**

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

**First Service Residential  
622 Third Avenue, 15<sup>th</sup> Floor  
New York, NY 10017  
Tel: 212-634-8900**

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 **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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 First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017 Tel: 212-634-8900 for this account as of MM/DD/YYYY is: \$XX.XX.**

## Quarterly Billing Plan

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

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

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

Under this plan, **First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017** 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 First Service Residential, 622 Third Avenue 15<sup>th</sup> Fl., New York, NY 10017 by MM/DD/YYYY.**

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

---

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	\$	<hr/>
- Medical expenses	\$	<hr/>
- Telephone bills	\$	<hr/>
- Utility bills	\$	<hr/>
- Mandatory loan/credit card payments	\$	<hr/>
- Other	\$	<hr/>
	\$	<hr/>
	\$	<hr/>
	\$	<hr/>

# 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 "616 FIRST AVENUE LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2012, AT 12:01 O'CLOCK P.M.

5232174 8100

121160574

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: 9940133

DATE: 10-24-12

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:06 PM 10/24/2012  
FILED 12:01 PM 10/24/2012  
SRV 121160574 - 5232174 FILE

## CERTIFICATE OF FORMATION

OF

616 FIRST AVENUE LLC

This Certificate of Formation is being executed as of October 24, 2012, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §18-101, *et seq.*

The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. Name. The name of the limited liability company is 616 First Avenue LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.
3. Authorized Person. The name and address of the authorized person is Jill D. Block at Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, New York 10036. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

/s/ Jill D. Block  
Jill D. Block  
Authorized Person

N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

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

ENTITY NAME: 616 FIRST AVENUE LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: NEWY

FILED: 01/25/2013 DURATION: \*\*\*\*\* CASH#: 130125000633 FILM #: 130125000590  
DOS ID: 4351200

FILER:

EXIST DATE

JILL D. BLOCK, ESQ.  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
1540 BROADWAY  
NEW YORK, NY 10036

01/25/2013

ADDRESS FOR PROCESS:

C/O CORPORATION SERVICE COMPANY  
80 STATE STREET  
ALBANY, NY 12207

REGISTERED AGENT:



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: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEES 310.00  
FILING 250.00  
TAX 0.00  
CERT 0.00  
COPIES 10.00  
HANDLING 50.00

PAYMENTS 310.00  
CASH 0.00  
CHECK 0.00  
CHARGE 0.00  
DRAWDOWN 310.00  
OPAL 0.00  
REFUND 0.00

507087JBA

DOS-1025 (04/2007)

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "616 FIRST AVENUE 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-FOURTH DAY OF JANUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "616 FIRST AVENUE LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2012.

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

5232174 8300

130087388

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: 0167229

DATE: 01-24-13

## ENERGY SAVING IDEAS

*Conserve Energy. Save Money. Protect the Environment.*

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

### LIGHTING

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

### APPLIANCES

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

### COMPUTER & HOME OFFICE EQUIPMENT

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



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

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

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

#### **USEFUL LINKS**

[www.sears.com](http://www.sears.com)  
[www.circuitcity.com](http://www.circuitcity.com)  
[www.bestbuy.com](http://www.bestbuy.com)  
[www.perichard.com](http://www.perichard.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, NYSEDA, Niagra Mohawk, Southern California Edison.

## 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/IEEE 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

**626 First Avenue****Exhibit D**

<b>Inclusionary Housing Units --Rents*</b>			
	<b># Units</b>	<b>AMI Level</b>	<b>Legal Regulated Rent***</b>
<b>Studio</b>	<b>43</b>	<b>60% AMI</b>	<b>\$833</b>
<b>1 Bdrm</b>	<b>66</b>	<b>60% AMI</b>	<b>\$895</b>
<b>2 Bdrm</b>	<b>41</b>	<b>60% AMI</b>	<b>\$1,082</b>
<b>3 Bdrm</b>	<b>10</b>	<b>60% AMI</b>	<b>\$1,247</b>
<b>Total</b>	<b>160</b>		

\*Tenants are responsible for paying electricity.

\*\*The maximum Legal Regulated Rent is 30% of 60% of the Income Index as defined in the New York City Zoning Resolution, including applicable utility allowances.

MAKE PAYMENT TO

PLEASE PAY BY:

USAGE - KWH

AMOUNT DUE - \$

TENANT

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

RETAIN THIS PORTION FOR YOUR RECORDS

RETURN THIS STUB WITH PAYMENT



**Submetering Lease Rider**  
**626 First Avenue, New York, NY 10016**

1. You acknowledge that 616 First Avenue 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:

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 Manager: John MacGowan can be contacted via email at [john.macgowan@fsresidential.com](mailto:john.macgowan@fsresidential.com) by telephone number 212-634-8900 or at the management office at First Service Residential, 622 Third Avenue 15th Fl., New York, NY 10017.** 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.

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

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

© Copyright 1988. All Rights Reserved. Reproduction in whole or in part prohibited.

**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 April 18, 2016  
between Owner, Owner c/o FirstService Residential New York as Agent  
whose address is \_\_\_\_\_  
and You, the Tenant, \_\_\_\_\_  
whose address is 1

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment 2E in the Building at \_\_\_\_\_  
\_\_\_\_\_, 2, Borough of Manhattan, 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 1 year, beginning on April 18, 2016 and ending on April 17, 2017. 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 the ending date.

- 3. RENT** Your monthly rent for the Apartment is \$2,000.00 until adjusted pursuant to Article 4 below. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

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

- 5. SECURITY DEPOSIT** You are required to give Owner the sum of \$2,000.00 when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all 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 the Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of Your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all Your agreements in this Lease, Owner may keep all or part of Your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

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

- 6. IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's



Initials: \_\_\_\_\_

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.

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

**8. WARRANTY OF HABITABILITY**

- A.** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of Your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.

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

- A.** You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.
- B.** When this Lease ends, You must remove all of Your moveable property. You must also remove, at Your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If Your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

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

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

- A. Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. Your Responsibility.** You are responsible for the behavior of Yourself, of Your immediate family, Your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of Your immediate family, servants or people visiting You have not obeyed government laws and orders of the agreements or rules of this Lease.

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

**13. SERVICES AND FACILITIES**

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

- B.** The following utilities are included in the rent: none
- C. Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, Your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of Your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- F. Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated appliances located in such storerooms or laundries.

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

**15. ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

- A.** To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;
- B.** To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C.** For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D.** If during the last month of the Lease You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
- E.** If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

**16. ASSIGNING; SUBLETTING; ABANDONMENT**

- A. Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time you wish to sublet the Apartment, You must get 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 the Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, Your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

**17. DEFAULT**

1. You default under the Lease if You act in any of the following ways:
  - a.** You fail to carry out any agreement or provision of this Lease;
  - b.** You or another occupant of the Apartment behaves in an objectionable manner;
  - c.** You do not take possession or move into Apartment fifteen (15) days after 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 ten (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 (6) days after the date the second written notice is sent to You. At the end of



Initials: \_\_\_\_\_

this 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 18.

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

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

**18. REMEDIES OF OWNER AND YOUR LIABILITY** If this Lease is ended by Owner because of Your default, the following are the rights and obligations of You and Owner:

- A. You must pay Your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
  1. The difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
  2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
  3. Owner's expenses for attorney's fees.
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

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

**20. FEES AND EXPENSES**

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

1. Making any repairs to the Apartment or the Building which result from the misuse or negligence by You or persons who live with You, visit You, or work for You;
2. Repairing or replacing any appliance damaged by Your misuse or negligence;
3. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
4. Preparing the Apartment for the next tenant if You move out of 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 thirty (30) days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

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

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

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

## **22. FIRE OR CASUALTY**

- A.** If the apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B.** Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C.** After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D.** If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Your security deposit and the pro-rate portion of rents paid for the month in which the casualty happened.
- E.** Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

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

**24. SUBORDINATION CERTIFICATE AND 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.

**25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

## **26. BILLS AND NOTICE**

- A. Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.
- B. Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

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

- A.** Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or 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.

## **28. NO WAIVER OF LEASE PROVISIONS**

- A.** Even if Owner accepts Your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.
- B.** Only a written agreement between You and Owner can waive any violation of this Lease.
- C.** If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- D.** Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

**29. CONDITION OF THE APARTMENT** When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the



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

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

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

**31. DEFINITIONS**

**A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You 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, a sublessor of the land or Building and a mortgagee in possession. It does not include a former Owner, even if the former Owner signs this Lease.

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

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

**OWNER'S RULES - a part of this lease - see attached page**

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

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(CP/III Electra LLC)

\_\_\_\_\_  
Date

Apartment:  
Tenant:  
Premises:  
Expires:



STANDARD FORM OF APARTMENT  
**LEASE**



The Real Estate Board of New York, Inc.

Copyright 1988. All Rights Reserved. Reproduction in whole or in part prohibited.

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

**1. Public Access Ways**

- 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.

**2. Bathroom and Plumbing Fixtures** 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.

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

**4. Elevator** 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.

**5. Laundry** 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.

**6. Keys and Locks** 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.

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

**8. No Projections** 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.

**9. No Pets** 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.

**10. Moving** 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.

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

**12. Window Guards** IT IS A VIOLATION OF LAW TO REFUSE OR INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED.



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

Revision Date: March 2016

### New York City LEASE Rider For Rent Stabilized Tenants

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

#### NOTICE

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

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."**

#### Section 1 (If this is a renewal lease, do not complete section 1, go to section 2)

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

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

#### VACANCY LEASE RENT CALCULATION:

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

(A) ☒ This apartment was rent stabilized when the last tenant moved out. If the last stabilized tenancy was more than 4 years prior to the signing of this lease see RSC 2526.1(a)(3)(iii) or DHCR Fact Sheet # 5 which may entitle the Owner to additional rent guideline increases over the last stabilized tenancy.

Address: ?

1. Previous Legal Regulated Rent	<u>\$2,000.00</u>
(i) Additional Rent Guideline increases, applicable only, if the last stabilized tenancy was more than 4 years prior to the signing of this lease.	\$ _____
2. Statutory Vacancy Increase	\$ _____
(i) Increase based on <u>1 year</u> lease	<u>(18.0%) \$360.00</u>
(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years)	\$ _____
(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.	
(a) Previous legal regulated rent was less than \$300 additional \$100 increase, enter 100	\$ _____
(b) If the previous legal regulated rent was \$300 or more but less than \$500	(1) \$ _____
the sum of (i) and (ii)	(2) \$ _____
(1) minus (2). If less than zero, enter zero	(3) \$ _____
Amount from line (3)	\$ _____
3. Vacancy Allowance, if permitted by NYC Rent Guidelines Board	\$ _____
	( _____ %)
4. Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board	\$ _____

## 5. Individual Apartment Improvements (IAI)

### Tenant Request for Documentation

- ☐ Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. **If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)**

### Items

#### A. Bathroom Renovation (check all applicable items)

- ☒ Complete Renovation (if this box is checked you are not required to check Individual Items)  
**OR**
- ☐ Individual Items  
(Check all applicable items)
- ☐ Sink  
☐ Shower Body  
☐ Toilet  
☐ Tub  
☐ Plumbing  
☐ Cabinets  
☐ Vanity  
☐ Floors and/or Wall Tiles  
☐ Other (describe) \_\_\_\_\_
- Total Costs for Parts and Labor **\$100.00**
- Total Rent Increase (1/60th) **\$1.67**  
(A)

#### B. Kitchen Renovation (check all applicable items)

- ☒ Complete Renovation (if this box is checked you are not required to check Individual Items)  
**OR**
- ☐ Individual Items  
(Check all applicable items)
- ☐ Sink  
☐ Stove  
☐ Refrigerator  
☐ Dishwasher  
☐ Cabinets  
☐ Plumbing  
☐ Floors and/or Wall Tiles  
☐ Counter Tops  
☐ Other (describe) \_\_\_\_\_
- Total Costs for Parts and Labor **\$200.00**
- Total Rent Increase (1/60th) **\$3.33**  
(B)

#### C. Other (check all applicable items)

- ☐ Doors  
☐ Windows  
☐ Radiators  
☐ Light Fixtures  
☐ Electrical Work  
☐ Sheetrock  
☐ Other (describe) \_\_\_\_\_
- Total Costs for Parts and Labor **\$0.00**
- Total Rent Increase (1/60th) \_\_\_\_\_  
(C)

\* 1/40th if the building has 35 or fewer units. 1/60th if the building is over 35 units.

**\$5.00**  
**Total IAI Rent Increase**  
**Sum of (A)(B) and (C)**

6. New Legal Regulated Rent	<u>\$2,365.00</u>	
*6A. Preferential Rent	<u>\$2,000.00</u>	<u>\$2,365.00</u>
(if charged)		(enter 6 or 6A)
7. Air Conditioner Surcharges		<u>\$0.00</u>
8. Appliance Surcharges (Tenant installed washer, dryer, dishwasher)		<u>\$0.00</u>
9. Ancillary Service charged (e.g., garage)		<u>\$0.00</u>
10. Other (specify) <u>2.2% Surcharges previously taken</u>		<u>\$0.00</u>
11. New Tenant's Total Payment		<u>\$2,365.00</u>

\*If a "preferential rent" is being charged, please read Provision #20 of this Rider.

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

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

(Specify Program \_\_\_\_\_) \$ \_\_\_\_\_

-or-

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

**Section 2 - This section needs to be completed for vacancy and renewal leases**

Lease Rider for the housing accommodation:

Lease Start Date: April 18, 2016 Lease End Date: April 17, 2017

Lease Dated: April 18, 2016

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

\_\_\_\_\_  
Pebbles Flintstone (Tenant) Date

Subject to penalties provided by law the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

\_\_\_\_\_  
(CPH Electra LLC) Date

**INTRODUCTION:**

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

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

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

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

**1. GUIDELINES INCREASES FOR RENEWAL LEASES**

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

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

**2. VACANCY INCREASES FOR VACANCY LEASES**

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

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

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

The Rent Act of 2015 modified the vacancy allowance that an owner can add to the legal regulated rent when the vacating tenant was paying a preferential rent. If a vacating tenant was paying a preferential rent, the vacancy lease rent increase that can be applied to the vacating tenant's legal rent will be limited to 5% if the last vacancy lease commenced less than two years ago, 10% if less than three years ago, 15% if less than four years ago and 20% if four or more years ago.

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

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

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

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

**3. SECURITY DEPOSITS**

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

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

**4. OTHER RENT INCREASES:**

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

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

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

For example, if a new dishwasher is installed in a vacant apartment, in a 100 unit building, and the cost is

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

**The Rent Code Amendments of 2014 require that the DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)**

**(B)Major Capital Improvements ("MCI") -** An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler, or new plumbing. The owner must receive approval from DHCR. The Rent Act of 2015 requires DHCR to compute the rent increase based upon an eight-year period of amortization for buildings with 35 or fewer apartments and a nine-year period for buildings with more than 35 apartments. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #24.

**(C)Hardship -** An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

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

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

## **5. RENT REGISTRATION:**

### **(A)Initial**

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

### **(B)Annual**

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amounts registered annually are challengeable by the filing with DHCR of a "Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit" (DHCR Form RA-89). In general, the rental history that precedes the 4 year period prior to the filing of the complaint will not be examined. The Rent Codes Amendments of 2014 do however, provide for certain exemptions, including histories involving preferential rents.

### **(C)Penalties**

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

## **6. RENEWAL LEASES:**

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

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

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

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

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

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in provision 9 of this Rider);
- (C)(1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2% of the amount of such initial rent per annum not to exceed nine, 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law, a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)
- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see provision 18 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

## 7. RENEWAL LEASE SUCCESSION RIGHTS:

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

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

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

## 8. SERVICES:

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

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

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

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

## 9. SUBLETTING AND ASSIGNMENT:

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's renewal lease commenced, and it takes effect when the subletting takes place. If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such



surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

#### **Assignment of Leases**

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

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

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

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

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

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

Below are listed some but not all grounds for eviction:

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

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

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

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

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

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

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

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

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

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

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

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her

apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's office must contain specific information regarding this exemption.

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

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

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

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

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

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

The Rent Act of 2015 modified the Deregulation Rent Threshold (DRT) for both High-Rent Vacancy Deregulation and High-Rent High-Income Deregulation. The DRT for both kinds of deregulation was increased to \$2,700 and will be increased on January 1, 2016 and each January 1st thereafter by the one year renewal lease guideline percentage issued the prior year by the rent guidelines board for the locality.

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

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

The Rent Act of 2015 modified the Deregulation Rent Threshold (DRT) for both High-Rent Vacancy Deregulation and High-Rent High-Income Deregulation. The DRT for both kinds of deregulation was increased to \$2,700 and will be increased on January 1, 2016 and each January 1st thereafter by the one year renewal lease guideline percentage issued the prior year by the rent guidelines board for the locality.

When a tenant moves into a vacant apartment and the rent has lawfully reached the Deregulation Rent Threshold, such apartment qualifies for permanent deregulation, and therefore for removal from all rent regulation.

Pursuant to the Rent Code Amendments of 2014, the first tenant of the apartment after it becomes deregulated is required to be served by the owner with a DHCR Notice (HRVD-N). The notice is required to contain the reason for deregulation, the last regulated rent and the calculation of the new rent that qualified for deregulation. In addition, the owner is required to serve the tenant with a copy of a registration statement filed with DHCR indicating the deregulated status and the last legal regulated rent.

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

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

#### **NOTICE TO TENANT:**

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

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

Upon such termination of this renewal lease, the liability of the parties for the further performance of the

terms, covenants and conditions of this renewal lease shall immediately cease.

#### 18. AIR CONDITIONER SURCHARGES:

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. One surcharge amount is established for tenants in buildings where electricity is included in the rent. Another surcharge is established for tenants who pay for their own electricity. Such surcharges shall not become part of the legal regulated rent. (See Operational Bulletin 84-4 and Fact Sheet # 27).

#### 19. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS:

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1)

#### 20. PREFERENTIAL RENT:

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases. The terms of the lease may affect the owner's right to terminate a preferential rent. If the lease agreement contains a clause that the preferential rent shall continue for the term of the tenancy, not just the specific lease term, then the preferential rent cannot be terminated for that tenancy. The preferential rent continues to be the basis for future rent increases. However, if the lease is silent and did not contain a clause that clarified whether the preferential rent was for the "term of the lease" or "the entire term of the tenancy", then the owner may terminate the preferential rent at the time of the lease renewal. Ordinarily, the rental history preceding the 4 year period to the filing of an overcharge complaint will not be examined. However, the Rent Code Amendments of 2014 do provide that when an owner claims that the rent being charged is "preferential", DHCR will examine the lease and rent history immediately preceding such preferential rent, even if it is before 4 years, to assure that the higher "legal" rent is correctly calculated and lawful. (See Fact Sheet # 40.)

The Rent Act of 2015 modified the vacancy allowance that an owner can add to the legal regulated rent when the vacating tenant was paying a preferential rent. If a vacating tenant was paying a preferential rent, the vacancy lease rent increase that can be applied to the vacating tenant's legal rent will be limited to 5% if the last vacancy lease commenced less than two years ago, 10% if less than three years ago, 15% if less than four years ago and 20% if four or more years ago.

#### 21. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at [www.nysdcr.org](http://www.nysdcr.org). However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en [www.nysdcr.org](http://www.nysdcr.org). Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemané a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb [www.nysdcr.org](http://www.nysdcr.org). Men, yo fèt pou bay ak egzekite Dokiman Siplemané a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyetè kay la gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito [www.nysdcr.org](http://www.nysdcr.org). La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 [www.nysdcr.org](http://www.nysdcr.org) 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획(Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, [www.nysdcr.org](http://www.nysdcr.org)에서 볼 수 있습니다. 하지만 본 특약서는 공식 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서(Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте [www.nysdcr.org](http://www.nysdcr.org). Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

## Appendix

Some agencies which can provide assistance

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

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

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

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

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

**Bronx**  
2400 Halsey Street  
Bronx, NY 10461

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

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

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

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

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

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau  
215 West 125th Street, New York, N.Y. 10027

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

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

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

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

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

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

New York City Rent Guidelines Board (RGB): - [www.housingnyc.com](http://www.housingnyc.com)

51 Chambers Street, Room 202, New York, N.Y. 10007

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

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

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).



**WINDOW GUARDS REQUIRED**  
**LEASE NOTICE TO TENANT**

APPENDIX A

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

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

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

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

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

**CHECK WHICHEVER APPLY:**

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

**Apartment Address:** \_\_\_\_\_

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

\_\_\_\_\_  
Date

**RETURN THIS FORM TO:**

Owner c/o FirstService Residential New York as Agent  
354 East 91st Street #2301  
New York, NY 10128

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

## SMOKE/CARBON MONOXIDE DETECTOR

RIDER TO LEASE BETWEEN PEBBLES FLINTSTONE TENANT AND OWNER C/O FIRSTSERVICE  
RESIDENTIAL NEW YORK AS AGENT FOR APARTMENT 2E AT  
DATED APRIL 18, 2016.

### TENANT CERTIFICATION FORM

**Address:**

**Apartment:**

I, Pebbles Flintstone, residing at \_\_\_\_\_, acknowledge that an operational smoke detector and an operational carbon monoxide detector (or a combination unit) are installed in the above referenced apartment and that I am responsible for maintaining it in proper working order.

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

Date

\_\_\_\_\_  
(CP/III Electra LLC)

Date

## APARTMENT INSPECTION FORM

### Lead Inspection Checklist

Inspector's Name (print): \_\_\_\_\_

No. of sheets for this apartment: \_\_\_\_\_

Check the status column if the condition is OK; mark NA for Not Applicable; mark X for peeling, deteriorated, binding, etc. and describe.

\_\_\_\_\_  
Inspector (Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inspector (Print)

USE ADDITIONAL INSPECTION FORMS IF NECESSARY, INDICATE NUMBER OF SHEETS ABOVE.



State of New York  
**Division of Housing and Community Renewal**  
Office of Rent Administration  
Web Site: [www.nysdhcr.gov](http://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.#: 2E

Date of vacancy lease: April 18, 2016

**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:

Pebbles Flintstone (Tenant)

Date

(CPH Electra LLC)

Date



## ADDENDUM A BUILDING RULES

As the Tenant(s) of the property listed on Page 1 of this Lease Agreement, you agree to:

- (A) **State and Local Laws.** You must comply with all State and Local Laws and Regulations which apply to your apartment and person. If we are fined or incur other costs because you did not comply, you will pay us for all costs.
- (B) **Fire Regulations.** You must comply with the rules and regulations of any standard Fire Insurance Policy as to the Building or its contents. You will not bring or keep anything in the Building which will increase the cost of our fire insurance.
- (1) By execution of this lease, you hereby acknowledge that there is a smoke / carbon monoxide detector in working order in your apartment.
- (2) That you will not disconnect the smoke detector and will replace its battery when required.
- (3) That if the smoke detector stops working or is malfunctioning at any time, you will contact our office or agent immediately.
- (C) **Pets.** You may not keep any pets in your apartment that are not properly registered in accordance with the Pet Policy, attached hereto as Addendum B.
- (D) **Water Beds.** You may not put or use a water bed in your apartment.
- (E) **Appliances.** You may not use electric devices except safe household ones such as refrigerators, vacuum cleaners, toasters, irons, microwave ovens, radios, and televisions. You may not install a clothes washer, clothes dryer, or heater without our written permission.
- (F) **Cleaning.** When you move out, you must sweep your apartment and clean all appliances and bathrooms. You must have the carpets professionally cleaned. If you fail to do so we may deduct reasonable cleaning fees from your security deposit to pay for cleaning.
- (G) **Minimum Heat.** Keep the heat in your apartment set at least as Fifty (50) degrees Fahrenheit so that the pipes will not freeze.
- (H) **Absences.** If you are going to be away from your apartment for a week or more, please notify our office.
- (I) **Exterminator.** Unless prohibited by statute or otherwise stated in the Lease, Landlord may conduct extermination operations in Tenants apartment as needed to prevent insect infestation. Landlord will notify Tenants in advance of extermination in Tenants' apartment and give Tenant instructions for the preparation of the apartment and safe contact with insecticides. Tenants will be responsible to prepare the apartment for extermination in accordance with Landlord's instructions. If Tenants are unprepared for a scheduled treatment date Landlord will prepare Tenants' apartment and charge Tenants accordingly. Tenants must request extermination treatments in addition to those regularly provided by Landlord in writing. Tenants agree to perform the tasks required by Landlord on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
- Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Landlord of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.
  - In the case of suspected or confirmed bed bug infestation, Tenant will agree to the following:
    - Tenant will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
    - Tenant will thoroughly clean off premises, including all luggage, handbags, shoes and clothes hanging containers.
    - Tenant will cooperate with Landlord's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- (J) **Bulk Garbage.** You may not leave large items including, but not limited to, mattresses, couches and other bulk garbage in any trash room within the Building or at the dumpster for disposal without permission. You will be charged for the disposal of any such items as additional rent.
- (K) **Laundry.** All washers and dryers shall be used in a manner directed by the appliance's manufacturer and during time periods set by us and posted in the laundry room. You shall not dry or air out clothes on the roof or out of windows.
- (L) **Guests.** Guests visiting you must be announced by the lobby attendant. They are not to yell or honk their car horns to contact you.
- (M) **Repairs.** You will be responsible to pay for all repairs for damage caused by you or your guests, including plumbing repairs such as clearing clogged drains and pipes.
- (N) **Landlord Access.** We have the right to inspect your apartment periodically, after having advised you either verbally or in writing. We have the right to enter your apartment without giving you notice if there is an emergency in your apartment or the building.
- (O) No loud television, stereo, music, or unnecessary noises are permitted in apartments at any time. No Loitering on the property is permitted.
- (P) Tenants agree to keep and maintain the apartment and the Building and grounds in good condition or defacing the Building with graffiti. To keep areas free of trash, children's toys or any other distracting objects. In this case the word Tenant includes the Tenant's family and guests.

- (Q) All garbage bags and items must be placed in the containers set out in the trash room(s) within the Building or in the dumpster(s) outside the Apartment Building. Tenants are responsible for the actions of their children when emptying garbage in the trash room(s), to insure that it is in the proper container and not on the grounds. When management finds garbage on the grounds or in the wrong containers, they will be asked to try and identify the Tenant responsible. If identified, the Tenant in question will be fined \$0.00 for the violation. All trash thrown on the grounds and around the trash containers is picked up by the maintenance staff hired by management and this could increase apartment rents.
- (R) No tenant may, without the prior written consent of the Landlord, make any structural, alterations in the premises or in the water, gas or steam pipes, electrical conducts, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the premises.
- (S) All adult Tenants are responsible for the conduct of their children and guests. This responsibility extends to the children's and guest's conduct within the Building and on the grounds. Any damages caused by children or guests will be charged to the tenant. Tenant agrees to pay the cost of all repairs for said damage and to do so within 30 days after receipt of the Landlord's demand for repair charges.
- (T) In the event, that vapors from pest control affect the Tenant or the Tenant's children, a doctor's certificate attesting to the fact, will be required and placed on file in the management office. A doctor's letter will abrogate local laws.
- (U) **Smoking.** In accordance with the Smoke and Noxious Odor Policy, attached hereto as Addendum C, no smoking will be permitted in the common areas of the Apartment Building.

Acknowledged, agreed and accepted.

\_\_\_\_\_  
Pebbles Flinestone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(CP/III Electra LLC)

\_\_\_\_\_  
Date

## ADDENDUM B

### PET POLICY & GUIDELINES

#### I. Introduction

This policy establishes the rules and conditions under which a pet may be kept at 123 Neverland Rd. New York, NY 10017. The purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective residents. Tenants are expressly prohibited from harboring animals that have not been registered pursuant to this policy.

**An animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing) shall be counted as one of the two pets permitted per apartment, as further described below, but is NOT subject to the any of the rules and restrictions described herein.**

**Violations of this policy shall be considered a violation of a material term of the lease. Tenants who habitually violate this rule after receiving written notice of such violation will be subject to eviction.**

#### II. Types of pets allowed

For the purposes of this policy a pet is defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in a home for pleasure rather than for commercial purposes. Each apartment is permitted to keep up to one (1) pets on the premises subject to the following guidelines and restrictions:

1. A dog may not be a breed of dog that is prone to aggressiveness. Currently, the following breeds are prohibited by the Landlord:

**Pit Bulls, Rottweilers, Presa Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, St. Bernard's, Great Danes, Akitas, Terriers (Staffordshire), American Bull Dog, Karelian Bear Dog, and Any hybrid or mixed breed of one of the aforementioned breeds**

The Landlord reserves the right to add additional breeds to this list in the future.

2. The following breeds of cats are prohibited by the Landlord:

The Landlord reserves the right to add additional breeds to this list in the future.

3. All dogs and cats over the age of six months must be spayed or neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to be permitted.
4. A fish tank, not exceeding 30 gallons, shall be permitted and counted as one (1) pet for the purposes of this Policy. Said fish tank may house either fish or other animals appropriately kept in an aquarium (such as a frog or an iguana). Snakes and spiders are not permitted.
5. A bird cage, the total dimensions (width plus height plus length) of which do not exceed 62 inches, shall be permitted and counted as one (1) pet for the purposes of this Policy. Said bird cage may house no more than two birds.
6. A small animal cage, the total dimensions (width plus height plus length) of which do not exceed 62 inches, shall be permitted and counted as one (1) pet for the purposes of this Policy. Said cage may house hamsters, guinea pigs, ferrets or gerbils of a size and quantity appropriate for the specified size of the cage, as would be recommended by a veterinarian.
7. Pets kept in any tank or cage must be of the appropriate size and quantity for the specified size of fish tank or cage, as would be recommended by a veterinarian.
8. Pet Conduct

Pets must be kept in a manner that will not create a nuisance, excessive noise or unsafe or unsanitary condition. A pet must not injure, cause harm to or threaten other people. A pet must not cause damages to personal or communal property or other animals. A pet must not damage the Landlord's property or premises, including buildings (inside or outside and apartment), elevators, common grounds, trees, shrubs or ground cover.

#### III. Tenant Obligations & Responsibilities

1. All Tenants who have a pet or pets must register each animal by completing a Pet Agreement & Registration form or a Service/Assistance Animal Agreement & Registration as applicable. Copies of these forms may be obtained from the Landlord.
2. As part of the Registration process, the resident is responsible for providing Landlord with the following information and documents, which are to be kept in the resident's file:
  - a) a color photo and identifying description of each pet;
  - b) attending veterinarian's name, address and telephone number;
  - c) pedigree certificates providing breed of animal, if available;
  - d) veterinary certificates providing breed of animal, spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline Leukemia testing and other inoculations when applicable;
  - e) dog and cat licensing certificates in accordance with local and state law; and
  - f) at the resident's option, one (1) or two (2) alternate caretakers (one or both of which may be shelters), their names, address and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated. In the event the resident becomes incapacitated and has either not named an alternate caretaker or such alternate caretaker is not available, Management may arrange for a shelter of Management's choosing to assume responsibility for the care of the pet.
3. The pet owner is responsible for cleaning up after pet while inside the apartment and anywhere on the premise.
  - a) All wastes will be bagged and disposed of in a receptacle determined by Management. Pets must NEVER eliminate in or near the apartment Building or on landscaped areas.
  - b) Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.



Initials: \_\_\_\_\_

4. The pet owner will be responsible for the proper care of all pets — good nutrition, grooming, exercise, flea control, training, routine veterinary care and yearly inoculations.
5. When in the common hallways, stairways, elevators, or other common areas of the community, dogs and cats must be under the control of their handlers and must wear collars and be on short leashes (6 feet or less), or in closed containers.
6. The pet owner will keep the interior and immediate exterior of his or her apartment (including the patio, deck, or balcony, if any), clean and free of pet odors, insect infestation, waste and litter and maintain the apartment in a sanitary condition at all times.
7. The pet owner will restrain the pet and prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the apartment, other apartments and common areas, as well as shrubs and landscaping of the community.
8. Pets are not to be tied outside or left unattended on a patio, deck or balcony or in any common areas at any time.
9. Tenants will not alter their apartment, patio, deck, or balcony to create an enclosure for an animal.
10. Pets shall be restrained at all times when outside an apartment on community property. No pet shall be loose in hallways or other common areas.
11. Tenants may host visiting pets as long as they abide by this pet policy, as it is amended from time to time (including restrictions on certain breeds and on the maximum number and size of pets allowed in an apartment). A Pet Agreement & Registration form must be completed for any pet visiting for more than five (5) consecutive days. For any pet visiting more than a total of twenty (20) days in any calendar year, a Pet Agreement & Registration form must be completed.
12. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not be allowed to create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly or disruptive behavior.
13. Pets are not allowed in any of the following areas: office space used by Landlord, community room, clubroom, or fitness center.
14. Tenant may wish to secure personal liability or other insurance, but such insurance is not required.
15. It is understood that Landlord reserves the right, from time-to-time, to modify, add or delete pet policies.

#### IV. Additional Security Deposit

**All Tenants who wish to keep a dog and/or cat within their unit are subject to a \$0.00 non-refundable deposit even if the pet has been removed during or prior to the expiration of the lease term. The additional deposit does not apply to Tenants keeping fish, birds, or other small pets to be kept in a tank or cage.**

Acknowledged, agreed and accepted.

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(CP/III Electra LLC)

\_\_\_\_\_  
Date

## ADDENDUM C

### SMOKE AND NOXIOUS ODOR POLICY

Tenant(s) is party to a written Lease for Apartment \_\_\_\_\_ (the "Lease"). This Policy states the following additional terms and conditions and rules which are hereby incorporated into the Lease. A breach of this Policy shall give Landlord all of the rights contained herein and all of the rights in the Lease.

1. **Policy:** Tenant shall not permit any noxious or objectionable odors, including smoke created by the burning of tobacco or other substances, to emanate from Tenant's apartment or any other area of the Building. Furthermore Tenant hereby agrees and acknowledges that all common areas in the Apartment Building have been designated as smoke-free. Accordingly Tenant, members of Tenant's household and any guests or visitors under the control of Tenant, shall not smoke in any areas identified as common areas, including immediately in front of the premises. Smoking must be restricted to inside the Tenant's leased apartment or away from the Apartment Building.
2. **Purpose of Policy:** The purpose of the Smoke and Noxious Odor Policy is to (i) ensure that all tenants are able to enjoy a residence free of noxious odors and smoke and (ii) to mitigate the irritation and known negative health effects of secondhand smoke.
3. **Definition of Smoking:** For the purposes of this Policy the term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, hookah, marijuana or other tobacco product or similar lighted product including but not limited to vapor/vaping products, in any manner or in any form.
4. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations:** Tenant shall inform all of Tenant's household members and all of Tenant's guests of this policy. Furthermore, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's apartment from sources outside of the Tenant's unit.
5. **Landlord to Promote No-Smoking Policy:** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and stairways.
6. **Notice of Violation:** Upon notice from Landlord that it has received a complaint concerning the emanation of odors or secondhand smoke from Tenant's apartment, Tenant shall, at their sole cost and expense, take all necessary steps to abate the emanation of the smoke or odor. Nothing in this provision authorizes Tenant to perform any alteration, addition or change to any fixture, appliance, window, vent or other part of the Tenant's apartment or the Building, without the express written consent of Landlord.
7. **Effect of Breach and Right to Terminate Lease:** A Tenant's failure to abate any emanations of odors or secondhand smoke in accordance with the above provision shall constitute a material breach of Lease and be grounds for termination of the Lease by the Landlord pursuant to the Lease and applicable law. In addition to all other remedies, Landlord may prohibit all smoking by Tenant, Tenant's household members and all of Tenant's guests in apartment for violations of this policy.
8. **Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free environment in all common areas, and the efforts to designate these areas as smoke-free, do not make the Landlord, or its management agent, the guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the common areas of the lease premises smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
9. **Disclaimer by Landlord:** Landlord specifically disclaims any implied or express warranties that the Building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property as a result of its adoption of this Policy. Landlord cannot and does not warranty or promise that the rental community complex will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests.

Acknowledged, agreed and accepted.

Pebbles Flintstone (Tenant)

Date

(CPH Electra LLC)

Date

## ADDENDUM D

### MOVE-IN INSPECTION REPORT

<b>Resident(s) Name</b> Pebbles Flintstone		
<b>Total Occupants (Including Children)</b> 1		<b>Move-In Date</b> April 18, 2016
<b>Address</b> 200		
<b>#1 Tenant Contact Info</b>		
<b>Name</b> Pebbles Flintstone	<b>Email</b> test@test.com	<b>Phone Number</b> (408) 888-8888
<b>MOVE-IN INSPECTION</b>		
<b>LOCATION</b>		<b>RESULTS</b>
The resident accepts responsibility for the condition of the above described apartment with the exception of the existing conditions listed below:		
<b>Living Room</b>		<input type="checkbox"/> OK
<b>Comments/Conditions:</b>		
<b>Kitchen</b>		<input type="checkbox"/> OK
<b>Comments/Conditions:</b>		
<b>Bedroom(s)</b>		<input type="checkbox"/> OK
<b>Comments/Conditions:</b>		
<b>Bathroom</b>		<input type="checkbox"/> OK
<b>Comments/Conditions:</b>		

**ADDITIONAL NOTES:**

Any existing conditions, marks, stain or damage that were not listed above should be noted here. Any work agreed to be done prior to Tenant's occupancy of apartment must be noted here as well.

---

---

---

---

---

**This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. Once correct you must sign it. This will show that you agree that the list is correct and complete. A signed copy of this Report must be delivered to the Landlord within one week from the "Move-In Date" noted above. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the apartment was in fully satisfactory condition when you moved in, which may have bearing in any suit which you may bring to recover the security deposit.**

Acknowledged, agreed and accepted.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## ADDENDUM E

### KEYS / BUILDING ACCESS

Tenant(s) Name(s): Pebbles Flintstone  
Address: Apartment  
Key Fobs issued: 0

You are being furnished with keys and/or FOBS to access the Building entrance door, your new apartment and your mailbox. You will receive **zero** sets of the following:

1. Building Entrance Keys/FOBS
2. Apartment Door Keys
3. Mailbox Keys

Keys/FOBS are only issued to tenants of record.

***The cost of a lost apartment door or mailbox key is \$0.00 per key.***

***The cost of a lost FOB for Building access is \$0.00 per key.***

A peephole and chain guard has been installed on the apartment entrance door. As a tenant, you are not permitted to have additional locks, peepholes or chain guards installed.

Acknowledged, agreed and accepted.

---

Pebbles Flintstone (Tenant)

Date

(CPH Electra LLC)

Date



## ADDENDUM F

### FITNESS CENTER RULES

The following rules have been adopted by Landlord and must be adhered to by all residents when using the Fitness Center.

1. A waiver form must be signed and submitted to Landlord or the Management Office **before** any resident uses the Fitness Center. Waiver forms are located with the doorman.
2. Guests of a resident may not use the Fitness Center without the resident present. All guests and personal trainers hired by resident must sign a waiver.
3. If other residents are waiting for a specific machine(s), the use of the machine(s) will be **restricted** to thirty (30) minutes per resident.
4. Residents must wipe down the equipment after each use.
5. No smoking is allowed.
6. No speaking on cell phones except for emergencies.
7. No food or drink (with the exception of water) is permitted in the Fitness Center.
8. No pets are allowed.
9. All residents and trainers must wear sneakers or athletic shoes and a shirt when using the Fitness Center.
10. Televisions set up in the room and any stereos, radios or CD players brought into the room must only be used with headphones (and at moderate volume).
11. All residents will be responsible for returning the equipment to its proper place.
12. Building will not be responsible for any personal belongings left in the Fitness Center.
13. Residents must not remove any equipment from the Fitness Center.
14. No children or anyone under the age of 18 may enter or use the Fitness Center.
15. The Fitness Center will be open to residents **Monday through Saturday, 9:00 am-10:00pm** , unless temporarily closed for maintenance/cleaning.

**Enjoy Your Work Out!**

Acknowledged, agreed and accepted.

---

Pebbles Flintstone (Tenant)

Date

(CP/III Electra LLC)

Date

## ADDENDUM G

### LEAD PAINT DISCLOSURE

#### **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, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

##### **Landlord's Disclosure (initial)**

(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 Apartment Building's stairwells (explain).

- Independent inspections previously uncovered the presence of lead-based paint limited to the stairwells of the Apartment Building. All known lead paint has been abated, as further described below.
- Building was built pre-1978.

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

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

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

- Report by Chem Scope, Inc. detailing Lead Paint Abatement Work and Final Clearance Testing for Apartment Building stairwells dated June 10, 2015.
- Lead Inspection Report dated April 7, 2015 conducted by Chem Scope, Inc.
- Lead Paint Inspection Results Summary from Triton Environmental, Inc. dated February 10, 2015.
- Full reports, inspections and details of all abatement activity are available for review and/or copying in the Management Office at 205 Church Street, New Haven, Connecticut or by written request to FirstService Residential New York, Inc., 622 Third Avenue, New York, NY 10017.

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

##### **Tenant's Acknowledgment (initial)**

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

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

##### **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.

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(CPH Electra LLC)

\_\_\_\_\_  
Date

## ADDENDUM H

### ENVIRONMENTAL DISCLOSURE

Owner places the utmost importance on environmental compliance at the Rental Community, and expects that its Tenants will comply with all federal, state and local laws and regulations. In order to do so, Tenant shall comply with the following:

- Do not dispose of the following substances in Owner's dumpsters, trash chutes or other disposal areas:
  - Fluorescent bulbs or lamps
  - Batteries (including NiCad, NiMH, Li and other similar batteries)
  - Pesticides
  - Mercury thermostats and other mercury-containing devices
  - Toxic or flammable materials
  - Oil or petroleum products
  - Appliances, i.e. stoves, refrigerators, air conditioners, dish washers, clothes washers and dryers
  - Other household hazardous waste
  - Used electronic devices
- If you need assistance with properly disposing of these items, please contact the management office.
- Recycling is strongly encouraged. Please contact the local solid waste department to assist you with recycling efforts.
- Please notify the management office if you observe or suspect any environmental compliance violations or potential environmental compliance violations.
- The Lead Addendum is hereby incorporated into this provision and should be referred to for further information regarding lead.

Pebbles Flintstone (Tenant)

Date

(CPIII Electra LLC)

Date



## FIRE SAFETY PLAN

I/We, Pebbles Flintstone, of Apartment 2E located in the building known as \_\_\_\_\_  
have received a copy of the building's current Fire Safety Plan.

I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

**CHECK ONE:**

1. ☒ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Distributed by Owner c/o FirstService Residential New York as Agent Date: April 18, 2016

Received by:

\_\_\_\_\_  
Pebbles Flintstone (Received)

\_\_\_\_\_  
Date

Copy of this form **MUST** be available for FDNY inspection.  
Original **MUST** be returned to Owner c/o FirstService Residential New York as Agent

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

BUILDING: **FSR Test Property**  
ADDRESS: \_\_\_\_\_

**BUILDING OWNER/REPRESENTATIVE:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**BUILDING INFORMATION:**

Year of Construction: \_\_\_\_\_  
Type of Construction: ☐ Combustible ☐ Non-Combustible  
Number of Floors: \_\_\_\_\_

Sprinkler System: ☐ Yes ☐ No  
Description: \_\_\_\_\_

Fire Alarm: ☐ Yes ☐ No  
Manual Pull Stations: \_\_\_\_\_

Public Address System: ☐ Yes ☐ No  
Location of Speakers: \_\_\_\_\_

Means of Egress:

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

Other Information:

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

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

## FIRE SAFETY PLAN

### PART II - FIRE EMERGENCY INFORMATION

BUILDING: **FSR Test Property**  
ADDRESS: \_\_\_\_\_

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

<b>Manhattan</b>	<b>(212) 999-2222</b>
<b>Bronx</b>	<b>(718) 999-3333</b>
<b>Brooklyn</b>	<b>(718) 999-4444</b>
<b>Queens</b>	<b>(718) 999-5555</b>
<b>Staten Island</b>	<b>(718) 999-6666</b>

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

#### BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

## BUILDING INFORMATION

### Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

**Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.**

### Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

**Fire Escapes:** Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

**Exits:** Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

**Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.**

### Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.**

### Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.**

#### Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.**

### EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

**IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.**

**THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.**

#### General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

#### Evacuation Instructions If The Fire Is In Your Apartment

##### (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure **EVERYONE** leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. **DO NOT USE THE ELEVATOR.**
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.



### **Evacuation Instructions if The Fire Is Not In Your Apartment**

#### **"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

#### **"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:**

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
  - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
  - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
  - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
  - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

## LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR THE PREVENTION OF LEAD BASED PAINT HAZARDS -- INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six 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 six resides there.

If a child under six 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 six 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 surfaces in the unit during the year.

Please complete this form and return one copy to the owner or his/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 six years of age resides in the unit  
☐ A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

**Pebbles Flintstone, 205 Church Street #2E, New Haven, CT 6510.**

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related 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.

Pebbles Flintstone (Tenant)

Date

(CPIII Electra LLC)

Date

## AVISO ANUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

### MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.  
☐ No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificación de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pámfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

**Return this form to / Devuelva este fomulario a: 354 East 91st Street #2301, New York, NY 10128**

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

# FIRSTSERVICE RESIDENTIAL NEW YORK LEASE DOCUMENTATION CHECK LIST:

<b>ADDRESS:</b> FSR Test Property, 123 Neverland Rd, New York, NY 10017	<b>APT. NO.:</b> 2E
<b>RESIDENT NAME(s):</b> Pebbles Flintstone	

- ☐ Complete **Rental Application** submitted by Applicant DATE: \_\_\_\_\_  
☐ Pay stubs and copy of photo ID included
- ☐ Applicant Notified of Approval/Denial DATE: \_\_\_\_\_  
 NOTE: If applicant is denied, *stop here* - do not take further steps
- ☐ First Month's Rent Received DATE: \_\_\_\_\_
- ☐ Security Deposit Received DATE: \_\_\_\_\_
- ☐ Non-Refundable Deposit for Cat or Dog (if applicable) DATE: \_\_\_\_\_
- ☐ **Receipt for Initial Rent and Security Deposit Form** signed by Landlord. DATE: \_\_\_\_\_  
 Original is provided to Resident.  
 NOTE: Must be provided on date of receipt of Security Deposit  
☐ Copy of Receipt in File
- ☐ **Lease** fully completed and signed (two originals) DATE: \_\_\_\_\_  
☐ One original provided to Resident  
☐ One original in file
- ☐ In connection with the Lead Paint Disclosure Form attached to Lease as Addendum F, each tenant must be provided with a copy of the "**Protect Your Family from Lead in Your Home**" (should be given at Lease execution or earlier) DATE: \_\_\_\_\_
- ☐ **Move-In Inspection form** signed by Landlord and Resident (two originals) DATE: \_\_\_\_\_  
☐ One original provided to Resident  
☐ One original in file  
 NOTE: Must be provided no later than **7 days** after start of residency, and must be retained by Landlord for **2 years** from the end of the lease  
 NOTE: Keep records if any damage to the apartment listed on the Move-In Inspection Form is corrected after the Inspection Form is signed
- ☐ If Lease is renewed/resigned, each year Resident, to receive: DATE: \_\_\_\_\_  
☐ Interest Statement (with name and address of the bank holding security deposit, amount of deposit, account number and interest payable to Resident), and  
☐ check for past year of interest
- ☐ Within **30 days** of end of residency, Resident receives DATE: \_\_\_\_\_  
☐ Return of Security Deposit (or balance thereof) and  
☐ If amounts will be deducted from Security Deposit, itemized list of damage, sworn by Landlord or Landlord's agent under pains and penalties of perjury, with description of the nature of the damage and repairs necessary to correct the damage and written evidence (such as bills, estimates, invoices or receipts) indicating the actual or estimated cost  
 NOTE: Do not deduct for damage listed on Move-In Inspection Form unless Landlord has previously corrected the damage and can prove new damage was unrelated to prior damage and was caused by Resident (or those under Resident's control)

**RIDER TO VACANCY LEASE DATED APRIL 18, 2016  
BETWEEN OWNER C/O FIRSTSERVICE RESIDENTIAL NEW YORK AS  
AGENT AS LANDLORD AND  
PEBBLES FLINTSTONE, AS TENANT(S)**

This rider is annexed to and made part of the lease commencing April 18, 2016 between Owner c/o FirstService Residential New York as Agent as Landlord and PEBBLES FLINTSTONE, as Tenant(s) for ?

Notwithstanding the rent reserved on the face page of this lease the Tenants shall only be required to pay the sum of \$2,000.00 monthly, a preferential rent, for the term of this lease ONLY.

A preferential rent (a rent lower than the legal collectable rent under the Rent Stabilization Laws) is being offered to Pebbles Flintstone ONLY for this lease term and a preferential rent need not be offered in any subsequent renewal of the Lease, if any. This preferential rent is personal to the Tenant and will not inure to the benefit of Tenant's successors or assigns, if any. Tenant further understands that the legal collectable rent for this apartment is \$2,365.00 for the period of the lease for which this rider forms apart and the rent will be registered with the Division of Housing and Community Renewal (DHCR) as the legal rent for the apartment. At the end of this lease term, the preferential rent shall end and future rent increases to the legal rent will be calculated based upon the legal rent noted above. Landlord shall not be required to offer a renewal of the lease at preferential rent or rent less than the legal rent and any such offer shall be in Landlord's sole discretion.

The Tenant acknowledges that the subject apartment will be appropriately registered at the New York State Division of Housing & Community Renewal (DHCR) at the legal monthly rental of \$2,365.00 reserved on this lease and that this agreement shall in no way affect the lawful stabilized base rent for the subject apartment as registered.

**Owner c/o FirstService Residential New York as Agent**

\_\_\_\_\_  
Pebbles Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(CPH Electra LLC)

\_\_\_\_\_  
Date

## TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED by and between Owner c/o FirstService Residential New York as Agent, Owner of the premises known as and located at 0 and Pebbles Flintstone (hereinafter "Tenant"), tenant of Apartment 2E in the subject premises (hereinafter "subject apartment") as follows. This additional clause is attached to and forming a part of Lease dated April 18, 2016.

1. The parties agree that the legal regulated rent for the subject apartment is \$2,365.00 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), as set forth in the Lease dated April 18, 2016 (hereinafter the "Lease"); and
2. During the entirety of said Lease term, which expires on April 17, 2017, subject to any lawful adjustments, the legal regulated rent shall remain \$2,365.00 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), however, the parties agree that the Tenant may tender and the Owner will temporarily accept a reduced amount of \$2,000.00 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), subject to any lawful adjustments, in full payment and satisfaction for the monthly rent for the 1 year, 0 months and 0 days period from April 18, 2016 through April 17, 2017, representing a temporary concession of rent.
3. Said temporary concessions are neither intended as a permanent rent reduction, nor are they intended as a preference to govern throughout Tenant's tenancy.
4. Other than during the 1 year, 0 months and 0 days, where you will be paying \$2,000.00 as specified herein, the full monthly legal rent recited in this Lease or any renewals thereof, subject to future lawful adjustments (if any) must be paid in order to satisfy Tenant's rent obligation pursuant to the lease then in effect and the decision to whether any concession is granted in any subsequent renewal lease shall rest solely with the Owner; and
5. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent of \$2,365.00 (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), as set forth in the Lease dated April 18, 2016, subject to any lawful adjustments, such that the Owner's willingness and agreement to accept a temporarily reduced rent shall have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code; and
6. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments or adjustments permitted by law.
7. It is understood that, to the extent, if any, that the Owner applies for and is granted any rent adjustments during the tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect.
8. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
9. The covenants, agreement, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Pebbles Flintstone (Tenant)

Date

(CP/II Electra LLC)

Date

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Pebbles Flintstone</b>		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/Sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company Enter the tax classification (C=Corporation, S=S corporation, P=partnership) _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions)		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
Address (number, street, and apt. or suite no.) <b>205 Church Street #2E</b> City, state, and ZIP code <b>New Haven, New York 6510</b> List account number(s) here (optional)		Requester's name and address (optional)
<b>Part I Taxpayer Identification Number (TIN)</b>		
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 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 <b>How to get a TIN</b> on page 3. <b>Note:</b> 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.		Social security number <div style="border: 1px solid black; padding: 2px; text-align: center;"> <b>9 9 9 9 9 9 9 9 9</b> </div> or Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Part II Certification</b>		

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.

<b>Pebbles Flintstone (Signature of U.S. Person)</b> _____ <b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/tw9">www.irs.gov/tw9</a> . <b>Purpose of Form</b> 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: <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>	<ul style="list-style-type: none"> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> 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 <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>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</li> <li>Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.</li> </ol>
--	--

**NOTICE TO TENANTS  
421-A RIDER TO LEASE AGREEMENT**

**LEASE DATED:** April 18, 2016

**APARTMENT:** 2E

**OWNER:** Owner c/o FirstService Residential New York as Agent

**TENANT(S):** Pebbles Flintstone

**BUILDING:**

**NOTICE RE: 2.2% RENT INCREASES AND EXPIRATION OF RENT STABILIZATION**

- 1. RENT REGULATION.** Pursuant to Real Property Tax Law Section 421-A ("Section 421-A") and the rules promulgated thereunder by the N.Y.C. Department of Housing Preservation And Development (the "421-A Rules"), Owner has obtained real estate tax benefits ("421-A Tax Benefits"). Solely as a result of obtaining 421-A Tax Benefits, the apartment is regulated under the Rent Stabilization Law and Code and Chapter 4 of Title 26 of the Administrative Code of New York City, all as heretofore and hereafter amended (collectively, the "Rent Regulations"). Upon your request, Owner will make available to Tenant for review at Owner's office a copy of the Rent Regulations.
- 2. TERMINATION OF RENT REGULATION.** Owner estimates that the 421-A Tax Benefits for the building will expire on or about June 30, 2014. Upon the expiration of the lease in effect when the 421-A Tax Benefits expire, the apartment will no longer be subject to the Rent Regulations and Tenant will then not be entitled to a renewal lease and the apartment will not be regulated as to the amount of rent that Owner may charge tenant or any other person for the apartment. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any governmental rent guidelines and may charge an unregulated rent.
- 3. ANNUAL 2.2% RENT INCREASES.** In accordance with Section 421-A, the 421-A Rules and the Rent Regulations, beginning at the start of the Real Property Tax Phase-In Period (the "Phase-In Period") of the 421-A Benefits which will occur in the \_\_\_\_\_ year of the 421-a Tax Benefits (which Owner estimates will occur on or about \_\_\_\_\_), on anniversary date of the initial lease for the apartment the monthly rent will be increased by 2.2% of the monthly rent actually charged for the apartment at the commencement of the Phase-In Period ("2.2% Increase"). Successive additional 2.2% Increases (each in the same amount as the initial 2.2% Increase) shall be added to the monthly rent every year as of each \_\_\_\_\_ thereafter. These 2.2% Increases will be in addition to any other increases that may be permitted under the Rent Regulations, but the 2.2% Increase will not be included in base rent while the apartment is subject to the Rent Regulations. Please note, in the event that the Owner fails to charge a 2.2% increase in any particular year, that increase may be collected at any time, but only prospectively.
- 4. TENANT'S CONFIRMATION.** By signing this rider below, Tenant confirms that Tenant has received and read this rider.

Pebbles Flintstone (Tenant)

Date

(CP/III Electra LLC)

Date



# Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## Lead Gets in the Body in Many Ways

### Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

### Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



### Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

#### In children, lead can cause:

- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

#### In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



**Lead affects the body in many ways.**

### Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

### Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

3

4

### Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

### Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A **combination risk assessment and inspection** tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but studies suggest that they are not always accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.



5

6

## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- 250  $\mu\text{g}/\text{ft}^2$  for interior window sills; and
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

7

8

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



**While paint, dust, and soil are the most common lead hazards, other lead sources also exist.**



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

9

10

## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.



## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 896-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 685-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7 (ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Idaho, Oregon, Washington, Alaska)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

11

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

## HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3205  
Washington, DC 20410  
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

13

12

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

# Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

For additional information on lead poisoning, go to [www.nyc.gov/lead](http://www.nyc.gov/lead) or call 311.

## Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know

### Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

### Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

### What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

### Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



### Before repair work begins, landlords must make sure that trained workers:

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.



- Seal floors, doors, and other openings with plastic and waterproof tape.

**While repair work is going on**, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

**Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.**

### After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give copy of clearance dust wipe results to tenant.

### Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

### Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



### Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to [nyc.gov/hpd](http://nyc.gov/hpd).