



New York State Public Service Commission
Office of Consumer Policy



Submetering Identification Form

Name of Entity: <i>CB Frontiers LLC</i>	Corporate Address: <i>161 Chrystie Street</i>
City: <i>New York</i> State: <i>N.Y.</i> Zip: <i>10002</i>	Web Site:
Phone: <i>212-505-5270</i>	Utility Account Number:
Chief Executive:	Account Holder Name:
Phone:	E-mail:
DPS Case Number:	

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: <i>CB Frontier Management</i>	Name: <i>N/A</i>
Phone: <i>212-505-5270</i>	Phone:
Fax: <i>212-260-7033</i>	Fax:
E-mail:	E-mail:
Address: <i>161 Chrystie Street</i>	Address:
City: <i>New York</i> State: <i>NY</i> Zip: <i>10002</i>	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: <i>200 East 69</i>	Service Address: <i>200 East 69</i>
City: <i>New York</i> State: <i>N.Y.</i> Zip: <i>10016</i>	
Electric Heat? <input checked="" type="checkbox"/>	Electric Hot Water? <input checked="" type="checkbox"/>
# Units Occupied by: Sr. Citizens <i>N/A</i> Disabled <i>N/A</i>	Total # of Units <i>91 / 119 Rent Subsidized</i>
Rent Stabilized # Rent Controlled	# Rent-Regulated # Market Rate <i>72</i>
Rental: <input checked="" type="checkbox"/> Condo: <input checked="" type="checkbox"/> Co-Op: <input checked="" type="checkbox"/>	
# Low Income <i>N/A</i> # Section 8 <i>N/A</i>	# Landlord Assist Program <i>N/A</i> # Other <i>N/A</i>
Submeter / Billing Agent: <i>Quadlogic Control</i>	Address: <i>3300 Northern Blvd.</i>
City: <i>Long Island City</i> State: <i>N.Y.</i> Zip: <i>11101</i>	<i>2nd Floor</i>
Contact Name: <i>Mendel Lipszyjc.</i>	Contact Phone: <i>212-930-9300</i> Contact Fax: <i>212-930-9393</i>

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.

C B Frontier LLC

161 Chrystie Street

New York, NY 10002 (212) 505-5270 fax (212) 260-7033

September 23, 2014

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

Re: Petition to sub-meter electricity at a building located at 200 East 39th Street, NY, NY 10016

Dear Secretary Burgess,

CB Frontiers LLC, is the owner of the above mentioned new rental building. The owner submits this petition pursuant to 16 NYCRR § 96.2 (c) to provide future sub-metering services for the building mentioned above which is located within the service territory of Consolidated Edison Company, Inc., 200 East 39th Street, New York, NY 10016.

The building has 91 residential Units. Seventy-two (72) units will be Fair Market. Nineteen (19) units will be rent subsidized. (as well as two commercial spaces) The rent subsidized units will be under the jurisdiction of HPD Agency. Expected occupancy is in April 2015.

The building will be heated and air conditioned by Variable Refrigerant Flow (VRF) systems. This is a split system composed of a high-efficiency outdoor air-cooled condensing heat pump unit and multiple indoor fan coil units. The source of heat is the energy of the outside air that can be extracted by the heat pump operation of the mechanical equipment from air temperatures as low as -4F (the winter design outdoor temperature in New York City is 11F) The apartments will not be heated using electricity as the source of energy.

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

Economic advantages of sub-metering over direct utility metering:

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

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

Description of the sub-metering system to be installed:

Quadlogic Control Corporation's Mini-Closet-5 meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy to read LCD 6-digit display. Additionally, the meter monitors and stores an apartment's hourly electric usage and retains this information for approximately 60 days. The submetering system meets ANSI C12.1 and C12.16 American National Standards Institute Code for Electricity Metering.

Remote reading capability is possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 60,000 apartment units in the New York Metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations. It can also be upgraded to provide advanced data. Please see attached Quadlogic Specifications for further details.

Method to be used to calculate rates to tenants:

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

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

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

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

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

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

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

Sales Tax: The current NYS sales tax.

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

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

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

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

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

Complaint procedures and tenant protection:

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

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of

the complaint. The Property Management; CB Frontier Management can be contacted at 161 Chrystie Street, New York, NY 10002. Tel: 212-505-5270. If, the Tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

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

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

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

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

Enforcement mechanism is available to tenants:

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

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

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

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

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

Weatherization and other energy efficient measures:

All units are installed with energy star refrigerators, washers, dishwashers.

Treatment of utility allowances, such as rent reductions and/or other credits associated with formulas provided through other agencies, such as the New State Department of Housing and Community Renewal or Housing Preservation Development.

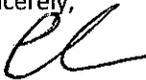
HPD LIHTC Utility Allowances												
Utility allowances generally change each October. These figures were effective October 1, 2012.												
# of	Gas	Electric	Gas & Electric	Gas heat	Gas Hot	Gas Heat	Oil heat	Oil Hot	Oil heat &	Electric	Electric	Electric
Bedrooms				only	Water	and Gas	only	Water	Oil Hot	Heat Only	Hot Water	Heat and
					Only	Hot Water		Only	Water		Only	Electric
SRO	\$16	\$56	\$72	\$39	\$22	\$61	\$57	\$32	\$89	\$105	\$59	\$164
Studio	\$16	\$56	\$72	\$39	\$22	\$61	\$57	\$32	\$89	\$105	\$59	\$164
1	\$16	\$58	\$74	\$51	\$29	\$80	\$82	\$46	\$128	\$145	\$81	\$226
2	\$16	\$60	\$76	\$59	\$34	\$93	\$98	\$55	\$153	\$172	\$96	\$268
3	\$17	\$77	\$94	\$67	\$38	\$105	\$114	\$64	\$178	\$199	\$111	\$310
4	\$18	\$79	\$97	\$75	\$43	\$118	\$130	\$73	\$203	\$225	\$127	\$352
5	\$19	\$92	\$111	\$84	\$47	\$131	\$146	\$83	\$229	\$252	\$142	\$394
6 or more	\$19	\$92	\$111	\$84	\$47	\$131	\$146	\$83	\$229	\$252	\$142	\$394

Installation of the sub-metering system:

The submetering system has not been installed.

Thank you for your attention to this matter.

Sincerely,



CB Frontiers, LLC

Charles Blackman

C B Frontier LLC

161 Chrystie Street

New York, NY 10002 (212) 505-5270 fax (212) 260-7033

September 23, 2014

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 buildings located at 200 East 39th Street, New York, NY 10016.

Dear Mr. DeSanti,

Please be advised that CB Frontiers 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,

CB Frontier LLC.



Signature

Charles Blaichman

Name

CB Frontier LLC

Company Name

APPLICATION FOR AUTHORITY OF

CB FRONTIER LLC

under Section 802 of the Limited Liability Company Law

The Undersigned, being a Member of CB FRONTIER LLC, a Delaware Limited Liability Company, for the purpose of applying for authority to business within the State of New York, pursuant to Section 802 of the Limited Liability Company Law of the State of New York, does hereby certify and set forth as follows:

(1) The name of the Limited Liability Company, (the "LLC"), is:

CB FRONTIER LLC

(2) The Certificate of Formation of CB FRONTIER LLC, was filed with the Department of State of the State of Delaware on the 23rd day of March, 2012.

(3) The County within the State of New York in which the office of the LLC is to be located is New York.

(4) The Secretary of State of the State of New York is designated as the agent upon whom process against the LLC may be served. The post office address, within or without the State of New York, to which the Secretary of State of the State of New York shall mail a copy of any process against the LLC, served upon him is:

C/O CB Developers
161 Chrystie Street, 2nd Floor
New York, New York 10002

(5) The address of the office of the LLC, as required to be maintained within the State of Delaware is:

Diversified Corporate Services Int'l, Inc.
508 Main Street
Wilmington, Delaware 19804

(6) The foreign LLC is in existence within the jurisdiction of its formation, at the time of this application, as evidenced by the attached Certificate of Existence, issued by the State of Delaware.

(7) The name and address of its authorized officer in the jurisdiction of its formation where a copy of its Certificate of Formation and any amendments are filed is:

Delaware Secretary of State
Townsend Building, Federal Street
Dover Delaware 19901

Dated: March 26, 2012

By:

s/ Lawrence I. Drath
Lawrence I. Drath, Authorized person

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CB FRONTIER 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-SIXTH DAY OF MARCH, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CB FRONTIER LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF MARCH, A.D. 2012.

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

5129164 8300

120348646

You may verify this certificate online
at corp.delaware.gov/authvcr.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9456228

DATE: 03-26-12

DIV-11

120326000 *804*

APPLICATION FOR AUTHORITY OF
CB FRONTIER LLC

under Section 802 of the Limited Liability Company Law

RECEIVED

2012 MAR 26 PM 2:04

100
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 26 2012

TAX \$

BY:

FILED

MAR 26 2012

Filed by: Jerry Joseph
Diversified Corporate Services

99 Washington Avenue, Suite 702
Albany, New York 12210

DRAWDOWN

avr

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

ENTITY NAME: CB FRONTIER LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: NEWY

FILED:03/26/2012 DURATION:***** CASH#:120326000942 FILM #:120326000864

FILER:

EXIST DATE

JERRY JOSEPH
DIVERSIFIED CORPORATE SERVICES
99 WASHINGTON AVE SUITE 702
ALBANY, NY 12210

03/26/2012

ADDRESS FOR PROCESS:

C/O DB DEVELOPERS
161 CHRYSTIE STREET 2ND FL.
NEW YORK, NY 10002

REGISTERED AGENT:



SERVICE COMPANY: DIVERSIFIED CORPORATE SERVICES - 11

SERVICE CODE: 11

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

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on March 27, 2012.

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

Daniel E. Shapiro
First Deputy Secretary of State

APARTMENT LEASE

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

PREMISES: _____	UNIT: _____
LANDLORD: _____	TENANT: _____ (jointly and severally)
Date of Lease: _____	Annual Rent: \$ _____
Lease Term: _____	Monthly Rent: \$ _____
Commencement Date: _____	Security Deposit: \$ _____
Termination Date: _____	

1. Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children and permitted roommates – See Rider.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

3. Additional Rent

Additional Rent may include, but is not limited to any additional expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable after Tenant receives notice from Landlord that Additional Rent is due and payable.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Unit in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

5. Security

The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall not be used for the payment of Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Landlord shall deposit the Security Deposit in a bank insured by the FDIC and same will accrue interest if mandated by law. Within ten (10) days after Tenant surrenders possession of the Unit at

Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer (the "Appliances") to the extent same is present at lease commencement. Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

7. Furnishings

The Unit is being delivered unfurnished.

8. Repairs and Alterations

Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 8, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

9. Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

10. Pets

Pets of any kind or nature shall not be allowed in the Unit.

11. Damage, Fire or Other Catastrophe

Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Premises. Landlord may cancel this Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

12. Liability

Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

13. Landlord's Entry

Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants.

14. Assigning or Subletting

This Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

15. Subordination

This Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

16. Landlord's Consent

If, under the terms of this Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

17. Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

18. Signs

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the

notice must cure the default within the time stated hereinafter:

1. a default under any Paragraph other than Paragraph 28 of this Lease, ten (10) days;

2. a default under Paragraph 28 of this Lease, thirty (30) days.

B. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.

C. If this Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

D. If this Lease is cancelled or Landlord takes back the Unit

1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.

2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

21. Landlord's Rules

Tenant shall comply with these rules (the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

(a) the quiet enjoyment of other tenants shall not be interfered with;

(b) sounds, odors and lights which are annoying to other tenants are not allowed;

(c) floors within the Unit must be covered over 70% of the area of each room except for the bathroom and kitchen;

(d) all posted rules must be followed;

(e) smoking is not permitted in the Unit or hallways;

(f) All flammable or dangerous items may not be kept or stored in the Unit;

(g) no one is allowed access to or the enjoyment of the roof;

(h) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(i) elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(j) moving of furniture in and out of the Unit must be scheduled with the Landlord;

(k) all deliveries must be made by means of the

22. Warranty of Habitability

Landlord warrants that the Unit and Premises are suitable for living and that they are free from any condition that is dangerous to health, life and/or safety.

23. Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same.

24. Construction and Demolition

Construction and/or demolition may be done in or near the Premises and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Lease shall, in no way, be affected.

25. Demolition of Premises

Should Landlord deem it necessary to demolish the Premises, Landlord may terminate this Lease upon six (6) months written notice to Tenant provided such notice is given to all other tenants in the Premises. In such event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.

26. Landlord's Employees

The employees of Landlord shall not perform any work for Tenant at Tenant's request. Such employees may not do any personal chores of Tenant.

27. Condemnation

If any or part of the Premises is taken or condemned by any governmental authority, Landlord may cancel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date can not be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

28. Bankruptcy

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Lease upon thirty (30) days written notice to Tenant.

29. Notices

Any notice to be given under this Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

30. Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

31. Illegality

Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.

32. Non-Disturbance

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Lease, Tenant may peacefully occupy the Unit for the Lease Term.

33. Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Lease at a future date.

34. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

35. Paragraph Headings

Paragraph headings are for reference only.

36. Effectiveness

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

37. Entire Agreement

Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Lease supercedes all prior representations, agreements and promises, whether oral or written.

38. Amendments

This Lease may only be changed or amended in a writing signed by the parties hereto.

39. Riders

Additional terms are contained in the Rider annexed hereto.

40. Surrender of Premises

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

ENERGY SAVING IDEAS

Conserve Energy. Save Money. Protect the Environment.

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

LIGHTING

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

APPLIANCES

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

COMPUTER & HOME OFFICE EQUIPMENT

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

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

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

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

USEFUL LINKS

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

OTHER HELPFUL HINTS

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

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

MiniCloset-5 Technical Specifications (MC5)



Metering Specifications

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

Additional Features

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

Communications Options

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

Accuracy

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

Liquid Crystal Display

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

Operating Range

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

Memory

512 kbyte non-volatile flash memory retains daily and interval data
During power outage:
- Flash memory retains daily and interval data
- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incompleting interval at the time of the outage

Shipping Weight & Dimensions

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

For installation diagrams visit
www.quadlogic.com

QUADLOGIC

33-00 Northern Blvd., 2nd Floor Long Island City, NY 11101 Tel (212) 930-9300 Fax (212) 930-9394 www.quadlogic.com

MAKE PAYMENT TO →

PLEASE PAY BY:

USAGE - KWH

AMOUNT DUE - \$

TENANT

METER NO.	PREVIOUS READING	CURRENT READING	USAGE - KWH	AMOUNT - \$	RATE - \$
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01010

RETAIN THIS PORTION FOR YOUR RECORDS

01010

RETURN THIS STUB WITH PAYMENT

Rider to Lease: Submetering
200 East 39th Street, New York, NY 10016

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

2. Method to be used to calculate rates to residents

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

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

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

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

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

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

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

Sales Tax: The current NYS sales tax.

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

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

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

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

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

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

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

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management: CB Frontier Management can be contacted at 161 Chrystie Street, New York, NY 10002. Tel.# 212-505-5270.** If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

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

4. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. You may contact the PSC at any time if You are dissatisfied regarding management's response to Your complaint or at any time regarding submetered service.
5. You may request balanced billing for Your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

6. If You have difficulty paying the electric bill, You may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby You may be able to pay the balance owed over a period of time. If You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If You have life support equipment and a medical certificate.
8. Special protections may be available if You and/or those living with You are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, You also have certain additional rights assured by HEFPA.
12. You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay to such bill, except as may otherwise be provided by applicable law.
15. You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 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 200 East 39 Street representative by phone or in writing and he/she will work with you.

DIVISION 16 ELECTRICAL SPECIFICATIONS

ELECTRIC SUBMETERING

Available in MS Word format:
www.quadlogic.com
Click "Support" then
[Submetering Specifications](#)

PART 1 – GENERAL

1.01 DESCRIPTION

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

1.02 ELECTRONIC POWER METERING

- A. Provide electronic power metering where indicated complying with all requirements below. Meter(s) shall be Quadlogic Controls Corp. or approved equal.
- B. The meters shall be manually readable using local Liquid Crystal Display (LCD) via push-button and automatically readable utilizing Frequency Hopping Spread Spectrum Power Line Carrier Communication ("PLC").
- C. The metering system shall consist of the Quadlogic MiniCloset-5, MiniCloset-5c, RSM-5, RSM-5c, S-20, S-10 & Transponder(s) or equal.

- D. Meter shall be configured for [residential] [commercial] application and applied on [120/240V] [120/208V] [277/480V] [347/600V] [480V delta 3P3W] [600V delta 3P3W] nominal systems or as indicated on the drawings.

1. Residential Use (kWh):

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

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

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

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

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

DIVISION 16 ELECTRICAL SPECIFICATIONS

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

DIVISION 16 ELECTRICAL SPECIFICATIONS

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

DIVISION 16 ELECTRICAL SPECIFICATIONS

1.03 SCAN TRANSPONDER

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

1.04 SOFTWARE

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

DIVISION 16 ELECTRICAL SPECIFICATIONS

PART 2 – EXECUTION

2.01 INSTALLATION

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

2.02 SYSTEM COMISSIONING AND START-UP

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

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

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

DIVISION 16 ELECTRICAL SPECIFICATIONS

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

END OF SECTION

BUDGET BILLING PLAN

Resident(s) Name(s): _____

Address: _____

Account No.: _____

As set forth below, **161 Chrystie Street, New York, NY 10002 (200 East 39th Street, 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. **200 East 69th Street, 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, **200 East 69th Street, New York, NY 10016** 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 **200 East 69th Street, New York, NY 10016** a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

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

Acceptance of Agreement:

Resident(s) Signature(s): _____

Date: _____

Owner Name: _____

Date: _____

Return one signed copy to 161 Chrystie Street, New York, NY 10002 by MM/DD/YYYY.

Residential Payment Agreement

Resident(s) Name(s): _____

Address: _____

Account No.: _____

The total amount owed to **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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"), **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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, **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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**, **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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 CB Frontier LLC, 161 Chrystie Street, New York, NY 10002**
Tel: 212-505-5270

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 **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002**.

If you and **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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 CB Frontier LLC, 161 Chrystie Street, New York, NY 10002 . 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 **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** at **XXX-XXX-XXXX**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

CB Frontier LLC

FINAL TERMINATION NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

By letter dated **MM/DD/YY**, we notified you that your failure to remit the past due amount of **\$XX.XX** by **MM/DD/YY** would result in our terminating your electricity service. Our records indicate that we have not received your payment. Please remit **\$XX.XX** or your service will be terminated after **MM/DD/YY**.

If you disagree with the amount owed, you may call or write **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** (telephone # **212-505-5270**) 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 **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002**. If you or anyone in your household meets any of the following conditions please contact **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002**: medical emergency, elderly, blind, or disabled.

Sincerely,

CB Frontier LLC

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

CB Frontier LLC, 161 Chrystie Street, New York, NY 10002
Tel: 212-505-5270

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 **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002** 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 CB Frontier LLC, 161 Chrystie Street, New York, NY 10002. Tel: #212-505-5270 for this account as of MM/DD/YYYY is: \$XX.XX.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**CB Frontier LLC, 161 Chrystie Street, New York, NY 10002
Tel: 212-505-5270**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address Apartment

Town/City Zip

Telephone # Daytime Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

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

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

I receive government assistance.

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

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

Please send me more information about:

- Balanced billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Designee Signature

NOTIFICATION OF RIGHTS AND PROCEDURES

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

The building at **200 East 69th Street, New York, NY 10016** will be a submetered facility. CB Frontier LLC is the owner of these buildings. The administration of submetering will be performed by an outside vendor, Quadlogic Controls Corporation ("Quadlogic"), located at 33-00 Northern Blvd., Long Island City, NY 11101. Quadlogic is a third-party agent under contract with **200 East 69th Street, 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 **161 Chrystie Street, New York, NY 10002**. Management could also be contacted at **212-505-5270**.

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 Management: CB Frontier Management can be contacted at 161 Chrystie Street, New York, NY 10002 can be contacted at 212-505-5270**. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

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

You have the right to request messages on bills and notices in Spanish. To make such a request, contact a representative by telephone at (212-505-5270) by mail at c/o **CB Frontier LLC, 161 Chrystie Street, New York, NY 10002**. 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 **212-505-5270** o por correo escrito a la siguiente direccion: **c/o CB Frontier LLC, 161 Chrystie Street, New York, NY 10002.**

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, **200 East 69th Street, 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 **200 East 69th Street, 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 **200 East 69th Street, 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 **200 East 69th Street, 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, **200 East 69th Street, 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. **200 East 69th Street, 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 **200 East 69th Street, New York, NY 10016** becomes aware of such hardship, **200 East 69th Street, New York, NY 10016** can refer you to the Department of Social Services. Please notify **200 East 69th Street, 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 **200 East 69th Street, 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 **200 East 69th Street, 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 **200 East 69th Street, New York, NY 10016** at the address above.