

RIVERWALK 7, LLC

April 23, 2014

VIA ELECTRONIC FILING

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

Re: Notice of Intent to Submeter Electricity at 480 Main Street, New York, New York 10044, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

Riverwalk 7, LLC (the “Owner”)¹ owns the above-referenced property (the “Building”). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the “Notice”) the 266 new residential market-rate rental units in this Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. (“Con Edison”). The Building is under construction with an expected initial move-in date by tenants in Spring 2015.

As set forth in detail below, the Owner’s submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

A. Description of the type of submetering system to be installed:

Quadlogic’s MiniCloset-5 meters will be installed in the Building. The MiniCloset-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 daily and interval electric usage and retains this information for approximately 60 days. The Quadlogic MiniCloset-5 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 30,000 apartment units in the New York metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations and may be upgraded to provide advanced data.²

¹ See attached corporate documentation at Exhibit 1.

² See Quadlogic Specifications at Exhibit 2 for further details about the MiniCloset-5 meters.

This submetering system is capable of remote service termination to individual units in the event of nonpayment, subject to the Home Energy Fair Practices Act (“HEFPA”).

Finally, the Owner recognizes that all submetering products and ancillary equipment used to monitor electric flow to submetered residents and installed after October 1, 2014, must be approved by the Commission.³ The Owner anticipates that the above submetering system will begin to be installed in the Building *prior* to October 1, 2014. To address a possible scenario where installation of the submetering system commences prior to October 1, 2014, but is not completed by that date, the Owner requests that the Commission confirm that installation of this submetering system may be completed beyond the October 1, 2014 deadline regardless of the approval status of the equipment being installed.

B. Description of the methods to be used to calculate bills for individual residents:

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period.⁴

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

- Basic Customer 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 New York State (“NYS”) sales tax.

The following is a nonexclusive example of the formula that will be used to derive a resident’s electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

³ See 16 NYCRR § 96.7 (a) (1); Case 11-M-0710, *In the Matter of Reviewing and Amending the Electric Submetering Regulations, 16 NYCRR Part 96*, Order Granting, in Part, the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(a)(1) and the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(b) (issued Nov. 20, 2013).

⁴ Please note that the third-party billing agent for the Building has not yet been selected, pending an upcoming request for proposals process. Please refer to Exhibit 3 for a representative sample bill, to which a final sample bill for this property will be substantially similar.

		Total
Basic Charge		\$YY.YY
kWh	.XXXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXXX times Subtotal YY.YY	\$ Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

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 “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.⁵

The Owner or its third-party electric billing company will read the meters and process a bill based on the resident’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.⁶

C. Plan for complying with the provisions of HEFPA:

See the attached HEFPA documents for the Building.⁷

D. Submetering Identification Form:

See the attached completed Submetering Identification Form.⁸

E. Description of the method to be used to back out electric charges from rent:

Since this is new construction, this provision is not applicable.

⁵ See 16 NYCRR § 96.1 (i).

⁶ See 16 NYCRR § 96.6 (j).

⁷ See Exhibit 4.

⁸ See Exhibit 5.

F. Certification concerning content of leases or agreements governing the premises to be submetered:

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.⁹

G. Proof of service that this Notice was sent to the local utility company:

See the attached proof of service that this Notice was sent by the Owner to Con Edison.¹⁰

H. Documentation regarding refrigerators in all rental dwelling units:

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

I. Description of the electric energy efficiency measures that have been or will be installed:

The Building will have many energy-efficient features, including:

- Gas-fired packaged terminal air conditioners with individual and programmable thermostatic control in apartments.
- Enhanced thermal performance of envelope at opaque wall sections.
- NEMA premium efficiency and variable-frequency drive pumps and motors.
- Domestic hot water is provided by 95% efficient condensing boilers.
- Elevators with regenerative brakes.
- Improved Lighting Power Density relative to the building code in apartments and common areas.
- Common area lighting controlled by occupancy sensors and timer switches.
- Cogeneration by 65 kW microturbine.
- High performance windows, U-factor = U-0.46.

All eligible appliances in the residential apartments are ENERGY STAR® labeled. The following is a list of such appliances that will be installed in the residential apartments:

- Refrigerator: Whirlpool model #GB9FHDXWS, ENERGY STAR® labeled
- Dishwasher: Whirlpool model #WDT710PAYM, ENERGY STAR® labeled
- Clothes washer: LG model #WM1355HW, ENERGY STAR® labeled

⁹ See attached lease rider at Exhibit 6.

¹⁰ See Exhibit 7.

J. Description of information and education programs to residents on how to reduce electric usage:

Upon leasing, residents will be provided with certain energy efficiency/conservation information.¹¹

K. Information if 20% or more of the residents receive income-based housing assistance:

This provision is not applicable to the Building.

L. Information if building is an electric heat property:

The Building is *not* an “electric heat property.”¹² The residential apartments will be heated and cooled by packaged terminal air conditioners (“PTACs”). The specific PTAC models to be installed include: Islandair EZ07A1GS1, Islandair EZ09A1GSN, Islandair EZ12A1GSP, and Islandair EZ16A2GSR. These gas-fired PTACs act as furnaces in the winter and air conditioners in the summer and employ an electrically-powered fan to distribute heat from the PTACs’ heat exchanger to the residential apartments. The temperature for heating and cooling in the residential apartments will be controlled with programmable thermostats.

M. Information if building is a conversion from direct metering:

This provision is not applicable to the Building.

N. Other information required by prior Commission Order:

This provision is not applicable to the Building.

¹¹ See Exhibit 8.

¹² 16 NYCRR § 96.1 (f).

In sum, the Owner's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at 518.701.2734 or jmcmanus@harrisbeach.com with any questions about this Notice.

Sincerely,

Riverwalk 7, LLC

s/ Kimberly Sherman Stamler

Signature

By: Kimberly Sherman Stamler, Chief Executive

Name (printed), Title

Riverwalk 7, LLC

Company Name

Enclosures

cc: John T. McManus, Esq. (*via email only*)
Quadlogic Controls Corporation (*via email only*)

EXHIBIT LIST

1. Exhibit 1: Corporate Documentation
2. Exhibit 2: Specifications Regarding Submeter Features
3. Exhibit 3: Sample Electric Bill
4. Exhibit 4: HEFPA Documents
 - Notification of Rights and Procedures
 - Special Protections Registration Form
 - Procedure to Pursue Collection of Utility Charges, including:
 - Deferred Billing Agreement Option Offer Letter
 - Deferred Payment Agreement Appointment Letter and Confidential Deferred Payment Agreement Worksheet (a/k/a Asset Evaluation Form)
 - Deferred Payment Agreement
 - Past Due Reminder Notice
 - Notice to Social Services
 - Budget Billing Plan
 - Quarterly Billing Agreement
 - Failure To Make Payment Notice
 - Final Termination Notice
5. Exhibit 5: Submetering Identification Form
6. Exhibit 6: Lease Rider
7. Exhibit 7: Transmittal Letter to Con Ed of Notice of Intent to Submeter the Building
8. Exhibit 8: Energy Efficiency/Conservation Information

ADDITIONAL DOCUMENTS

1. Notice of Intent
2. Method of Service Form
3. Service List Form

EXHIBIT 1

State of New York
Department of State } **ss:**

I hereby certify, that RIVERWALK 7, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 05/22/2012, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 29th day of January two
thousand and fourteen.*

Anthony Scardino

Executive Deputy Secretary of State

EXHIBIT 2

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
Meets ANSI C12.1, Industry Canada: MC#AE-1148	
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
Pulse Data Module Encoded (PDME):	Reads Sensus UI-1203 protocol-encoded register Maximum 4 PDME units per MC-5. (Up to 24 Sensus meters) (Contact manufacturer for specs.)
Demand Reset:	Allows local reset of peak demand register
Data Interrogation Options:	IQ Software MV-90 TIM module ASCII-based, open-data protocol Open-source data conversion program

Communications Options

Power Line Communications (standard feature)	Modbus RTU protocol (2-wire RS-485)
IEC optical probe	Network data link (4-wire RS-485)
19.2K internal modem	RS-232 serial port

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

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

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

Shipping Weight & Dimensions

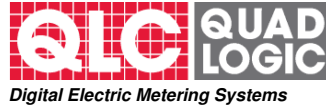
2 enclosures (each): 13.5"H x 8.5"W x 4.5"D
Field mounting option: Top to bottom or side to side
Shipping weight: 1 meter assembly: 34 lbs

For installation diagrams visit
www.quadlogic.com

QUADLOGIC

EXHIBIT 3

QUADLOGIC CONTROLS CORPORATION
 33-00 NORTHERN BLVD.
 LONG ISLAND CITY, NEW YORK 11101



Invoice Number	Bill Date
123456789	12/1/13
Account #	Amount Due by 01/01/14
123	\$116.09
Security Code	Amount due after 01/01/14
123ABC	\$117.83
Building/Unit	Amount Paid
1A	

STATEMENT

**JOHN DOE
 480 MAIN STREET
 NEW YORK, NY 10044**

LATE FEE OF 1.5% PER MONTH WILL BE APPLIED
 AFTER ABOVE DUE DATE.

Make Payments To:
 Riverwalk 7 LLC

Please make all checks payable to " Riverwalk 7 LLC" and send it to the following address:

480 MAIN STREET, NEW YORK, NY 10044

Charges for	Account #	Security Code	Service Address			
JOHN DOE	41984	123ABC	480 MAIN STREET UNIT # 1A			
Utility	Meter #	PreviousRead	CurrentRead	Multiplier	Usage	
Con Ed SC-1	81024784-3	8557.1	9079.8	1	522.7 - KWHU	ACTUAL

ALL CHARGES BILLED AT CON EDISON SC-1 RESIDENTIAL RATE SCHEDULE.

Electric Charges:	Start Date	End Date	Service Days	
kWh Cost	11/5/2012	11/25/2012	21	\$91.37
Customer Charges	11/5/2012	11/25/2012	21	\$16.81
Fuel Adjust	11/5/2012	11/25/2012	21	\$3.50
Utility Tax	11/5/2012	11/25/2012	21	\$4.56
Sales Tax	11/5/2012	11/25/2012	21	\$4.98
Electric Charges Balance:				\$121.22
Current Invoice Total				\$121.22
Previous Balance				\$0.00
Late Fee				\$0.00
TOTAL				\$121.22

If you have any questions concerning your electric bill, please contact Riverwalk 7 LLC through the Management Office at [contact information to be determined].

View Account Information Online:
 Go to: <http://www.Quadlogic.com>

You will need the security code at the top of your statement.

EXHIBIT 4

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") and the order issued by the New York State Public Service Commission on [redacted], in Case [redacted]-Notice of Intent to Submeter Electricity at 480 Main Street, New York, New York 10044, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 480 Main Street, New York, New York, is a submetered facility. Riverwalk 7, LLC (the "Owner") is the owner of this building. The administration of submetering will be performed by an outside vendor as a third-party agent under contract with the Owner to invoice residents for their monthly utility usage. Residents will receive monthly bills from the Owner or its agent for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electric bill, please contact the Owner through the Management Office, [contact information to be determined]. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377 or 212-417-2223, 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 will 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. The Owner may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electric bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. 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.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner 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 electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to the Owner 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. 10 – Electricity, Leaf No. 388). 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 the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electric bill, please contact the Owner by telephone or in writing 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, the Owner 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. The Owner 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 electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

- (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
- (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

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 for which you are eligible, please contact the Owner 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 the Owner 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 the Owner.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

[Contact information to be determined]

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

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Owner or its agent (the “Owner”) shall process the master invoice received from the utility (e.g., Consolidated Edison Company of New York, Inc.) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. The due date for payment by each resident shall be thirty (30) days after the date of the mailing of the resident’s utility bill.

Step 3: Identify Past Due Accounts

After the due date of the submetered utility bill, the Owner will review and identify all past due utility accounts. The Owner may contact each resident with a past due utility account by phone, mail, or in-person to offer such resident the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such resident: *Deferred Billing Agreement Option Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner and the resident will be timely scheduled to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the resident’s financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or mailed to the resident. The contents of that letter will include:

- Appointment date and time.
- A listing of all information that must be provided during the meeting.
- A copy of the *Deferred Payment Agreement Worksheet* that will be used to determine the monthly amount that will be paid under the Deferred Payment Agreement. It is important to remember that the *Deferred Payment Agreement Worksheet* is NOT the Deferred Payment Agreement.

During the meeting, the Owner and the resident will:

- Review the resident’s income, assets and reasonable monthly expenses.
- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident’s financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the Owner expects that the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, the Owner will send the resident the Deferred Payment Agreement for his/her signature.

Step 5: Default of a Deferred Payment Agreement Obligation

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before the Owner can seek to terminate the resident's electricity. These actions include:

- The day after a Deferred Payment Agreement payment is due but not made, the Owner will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident has twenty (20) days from the date payment was due to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts the Owner within this time period regarding an inability to pay, the Owner will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
 - If the resident is able to demonstrate a significant change in his/her financial status, the Owner will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, the Owner expects that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 - If the resident is unable to demonstrate a significant change in his/her financial status, the Owner should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Owner does not receive payment or enter into a Revised Deferred Payment Agreement, the Owner may send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*.

Step 7: Review for Special Procedures

On the same date that a *Final Termination Notice* is sent to a resident, the Owner will review the status of the resident to determine if he/she qualifies for special procedures under HEFPA. If the resident so qualifies, additional steps must be undertaken before the Owner can complete the HEFPA process and seek to terminate the resident's electricity service.

Step 8: Termination of Electricity Service

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Owner has taken the required steps if special protections are applicable, the Owner may terminate such resident's electricity service.

The Owner should advise residents that bills and notices can be prepared in both English and another language, if a resident desires.

Deferred Payment Agreement Package

- A. Deferred Billing Agreement Option Offer Letter**
- B. Deferred Payment Agreement Appointment Letter**
- C. Deferred Payment Agreement**
- D. Payment Past Due Reminder Notice**

A. Deferred Billing Agreement Option Offer Letter

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at [telephone number to be determined], for the purpose of discussing your potential right to a Deferred Payment Agreement for the outstanding electric charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the Management Office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included: one for your signature and return to the Management Office at [contact information to be determined], and one for your records.

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the Management Office within five (5) days.

YES,

I would like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature:

Apt #:

Date:

OR

NO,

I would not like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature:

Apt #: _____ Date:

B. Deferred Payment Agreement Appointment Letter

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

Re: Deferred Payment Agreement Appointment

Dear Resident:

You recently requested an appointment to review your eligibility for a Deferred Payment Agreement for your unpaid electric charges totaling \$ XX.XX.

We have scheduled your appointment at the Management Office for:

Date:

Time:

It is vital that you attend this appointment so that we can determine your eligibility for a Deferred Payment Agreement. Your failure to attend this appointment will leave us no choice but to issue a *Final Termination Notice*.

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

In accordance with the Home Energy Fair Practices Act, we hereby provide you the following information with respect to your rights and responsibilities regarding the formation of a Deferred Payment Agreement.

- You must provide the designated staff member with reasonable proof of all the applicable income, asset, and expense information noted on the enclosed list. **The information provided to us is for the sole purpose of determining your eligibility for a Deferred Payment Agreement and/or the development of the Deferred Payment Agreement will be maintained in your resident file with the strictest of confidence and will not be released or shared with any other person.**
- The designated staff member must negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances.
- Your payment agreement may not require a deposit.

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

Resident's Name: _____

Monthly Income Calculation

Income Source:

Employment: Average monthly income from 5 consecutive paystubs	
Child Support Documentation	
Alimony Documentation	
Social Security or SSI Award Letter	
Pension Statements	
Public Assistance	
Unemployment	
All other sources of verifiable income	

Avg. Monthly Income: _____

Asset Calculation:

Asset Source:

Avg. Checking and Savings Accounts Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	

Total Assets: _____

Applicable Monthly Expense:

Rent	
Grocery Expense	
Basic Telephone Expense	
Medical Expenses	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses	

Total Expenses: _____

Avg. Monthly Income: _____
Avg. Expenses: _____
Avg. Monthly Disposal Income: _____

Down payment may be required

Monthly Payment	_____
Number of Payments	_____
Total Amount Due	_____

Resident Signature: _____

By my signature above I hereby certify that the documents provided to landlord in the calculations of this worksheet are correct and accurate.

C. DEFERRED PAYMENT AGREEMENT

Resident: _____
Address: _____
Account No.: _____

The total amount owed to Riverwalk 7, LLC (the "Owner") 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"), the Owner 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, the Owner 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**, the Owner 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 contact the Owner through the Management Office, [Contact information to be determined].**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX (in addition to your current electricity charges). This amount is due on: _____.

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:

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

Return one copy of this agreement signed, along with the down payment of \$XX.XX, by MM/DD/YYYY to the Owner. If this is not done, your electricity service may be terminated.

Resident	Date
Riverwalk 7, LLC	Date

D. Past Due Reminder Notice

RESIDENT: _____
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 Riverwalk 7, LLC (the “Owner”) through the Management Office, [**Contact information to be determined**], 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 the Owner for this account as of MM/DD/YYYY is: \$XX.XX.

**NOTIFICATION TO SOCIAL SERVICES OF
CUSTOMER'S INABILITY TO PAY**

[Contact information to be determined]

Resident: _____

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 any time after **MM/DD/YYYY**.

BUDGET BILLING PLAN

Resident: _____

Address: _____

Account No.: _____

As set forth below, Riverwalk 7, LLC (the “Owner”) 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. The Owner 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, the Owner 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 the Owner 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 _____ **Date** _____

Riverwalk 7, LLC _____ **Date** _____

Return one signed copy to the Owner through the Management Office by mail at [Contact information to be determined], by MM/DD/YYYY.

HEFPA Quarterly Billing Agreement

Resident: _____
Address: _____
Account No.: _____

Under this plan, Riverwalk 7, LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (“Plan”).

You confirm that you are greater than 62 years old, and that your bills in the preceding 12 months, starting on MM/DD/YYYY and ending on MM/DD/YYYY, did not exceed \$150.

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

On the dates specified above, you will be billed for the actual charges incurred and you will be required to pay the amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to a Final Termination Notice pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing.

Acceptance of Agreement:

Resident	Date
Riverwalk 7, LLC	Date

Return one signed copy to the Owner through the Management Office by mail at [Contact information to be determined], by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE

DATED: _____

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

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

PLEASE REMIT \$XX.XX BY MM/DD/YYYY 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 Riverwalk 7, LLC through the Management Office, [Contact information to be determined]. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Riverwalk 7, LLC

FINAL TERMINATION NOTICE

DATED: _____

Resident: _____

Address: _____

Account No.: _____

Dear Resident:

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

If you disagree with the amount owed, you may call or write Riverwalk 7, LLC (the “Owner”) through the Management Office, [**Contact information to be determined**], or you may contact the Public Service Commission at (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/YYYY 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 the Owner. Further, please contact the Owner if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Riverwalk 7, LLC

EXHIBIT 5



**New York State Public Service Commission
Office of Consumer Services**



Submetering Identification Form

Name of Entity:			Corporate Address:		
City:	State:	Zip:	Web Site:		
Phone:			Utility Account Number:		
Chief Executive:			Account Holder Name:		
Phone:			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name:			Name:		
Phone:			Phone:		
Fax:			Fax:		
E-mail:			E-mail:		
Address:			Address:		
City:	State:	Zip:	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:			Address:		
City:	State:	Zip:			
Electric Heat? Y / N			Electric Hot Water? Y / N		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units		
Rent Stabilized	# Rent Controlled		# Rent-Regulated		# Market Rate
Rental: Y/N	Condo: Y/N		Co-Op: Y/N		
# Low Income	# Section 8	# Landlord Assist Program		# Other	
Submeter / Billing Agent:			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

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. 8/12/13)

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

EXHIBIT 6

Rider to Lease: Submetering

480 Main Street, New York, NY 10044

1. The Tenant acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility and/or energy services company (individually or collectively, the “distribution utility”) will be the provider of electricity to this building (the Building) and that the Owner will be paying the charges for such electricity directly to this entity or entities (or its successor or successors), the Tenant 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 the Tenant by Owner (or its third-party billing company) on a monthly basis. Tenant also acknowledges that, on [], in Case [] —Notice of Intent to Submeter Electricity at 480 Main Street, New York, New York 10044, located in the territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building’s residential tenants. In the event of non-payment of electric charges, the Owner shall afford the Tenant all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Tenant’s kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

Basic Customer 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 New York State (NYS) sales tax.

The following is a nonexclusive example of the formula that will be used to derive the Tenant’s electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
	New Subtotal	\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

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 “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Owner or its third-party electric billing company will read the meters and process a bill based on the Tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Tenant has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Management Office by telephone at [contact information to be determined]. The Owner, through the Resident Service Specialist, shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. If the Tenant and the Owner cannot reach an equitable agreement and the Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the PSC through the Department of Public Service. Alternatively, the Tenant 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 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.

4. The Tenant 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, New York 10007, (212) 417-2234, (800) 342-3377, www.dps.ny.gov. The Tenant may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Tenant 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, the Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Tenant has difficulty paying the electric bill, you may contact the Owner 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 the Tenant can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
 - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Tenant and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Tenant is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Tenant may 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, the Tenant also has certain additional rights assured by HEFPA.

12. Any submetering refunds will be credited to a submetered Tenant affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Tenant.
13. The Tenant agrees 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. The Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The 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 the Owner's judgment for as long as may be reasonably required by reason thereof and the Owner shall not incur any liability for any damage or loss sustained by the Tenant or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Tenant or any other occupant for any loss, damage, cost, or expense that the Tenant 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 the Tenant's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner (or its third-party billing company) fails to deliver a bill to the Tenant for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its third-party billing company to deliver such a bill to the Tenant, nor shall any such failure relieve or excuse the Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.
16. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF THE TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

Tenant

Owner

Date

Date

EXHIBIT 7

RIVERWALK 7, LLC

April 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: Notice of Intent to Submeter Electricity at 480 Main Street, New York, NY
10044**

Dear Mr. Desanti:

Please be advised that on April 23, 2014, Riverwalk 7, LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

Riverwalk 7, LLC

s/ Kimberly Sherman Stamler

Signature

By: Kimberly Sherman Stamler, Chief Executive

Name (printed), Title

Riverwalk 7, LLC

Company Name

cc: John T McManus, Esq. (*via electronic mail*)
Kerri Ann Kirschbaum, Esq., Senior Staff Attorney (*via electronic mail*)
Consolidated Edison Company of New York, Inc.

EXHIBIT 8

RELATED'S COMMITMENT TO GREEN LIVING

Our Commitment to Green Operations

- Related maintains the building's common areas with cleaning products certified to be environmentally preferable by Design for Environment or Green Seal.
- When renovating common areas we select low-VOC paints, carpeting and adhesives and look for natural and environmentally preferable furnishings.
- We invest in building manager training, regular building system maintenance and re-commissioning, and energy and water efficiency upgrades to support optimal building performance.
- We monitor the building's water usage regularly to identify and fix leaks promptly.
- We use Integrated Pest Management practices, which prioritize chemical-free pest prevention and environmentally preferable treatments.

Our Commitment to Sustainable Development

- In 2008, Related committed to achieving a LEED Silver rating or better for all new eligible developments. To learn more about Related's LEED buildings, [click here](#).



R-EarthSM

Related created R-Earth to encapsulate our commitment to sustainability and green initiatives.

Whenever you see the R-Earth symbol you can be assured that the program we're presenting meets Related's stringent environmental standards. [Learn more](#).



Building Recycling

In addition to glass, cans, plastic and paper, your building collects fluorescent lamps, batteries and clothing for recycling. Contact your building staff to learn where these materials are collected in your building.



Dry Cleaning & Housekeeping

To be a "preferred" vendor at a Related property, each valet must meet our current environmental performance standards and demonstrate progress toward "reach" goals we've set for the future. Review our [environmental performance standards](#) for preferred valet vendors.



Partnerships

Related partners with companies we deem to be eco-conscious, like Zipcar®, to provide residents with special access to their products and services. View our list of partners on Resident Circle under LifeStyle/ Services.



Related Personal Assistant

The Related Personal Assistant can help with restaurant reservations, service bookings and a host of other concierge-type functions. The Related Personal Assistant is well versed on the sustainable lifestyle and can make recommendations on anything from organic restaurants to eco-friendly travel.

Related Personal Assistant not available at all properties



Events

From the invitation printing to the biodegradable or reusable dishware provided, Related considers environmental sustainability with every event we host. Read our [green event guidelines](#).



Communications

For resident convenience and environmental impact, Related has been steadily moving its marketing, management and resident communications off the printed page. However, when a situation calls for a printed piece, we use recycled content paper and vegetable-based inks whenever possible. Review our complete [green printing guidelines](#).



Have a Question or Suggestion?

Contact your resident service specialist or visit them in the Resident Service Center.

TIPS FOR A GREENER LIFESTYLE

Click on the icons for suggested resources.

REDUCE & REUSE

Find the closest location to **RECYCLE** unusual items the building does not collect.



Use **REFILLABLE BOTTLES** that are BPA free.



Bring your own **REUSABLE BAG** for groceries.



Stop receiving **UNSOLICITED MAIL** by registering your preferences with the DMA. Do the same with [credit card offers](#) too!



SHOPPING

Find the city's **GREEN MARKETS** and their upcoming events in your city: [CA](#) | [IL](#) | [MA](#) | [NY](#)



Sign up for farm-fresh **PRODUCE DELIVERY** to your door. [CA](#) | [IL](#) | [MA](#) | [NY](#)



Consider **SHOPPING** for enviro-friendly items.



See if your favorite **RESTAURANTS** are members of the Green Restaurant Association.



CLEANING

Use natural **AIR FRESHENERS**. Boil cloves or any herbs you prefer.



Exchange paper towels for **MICROFIBER TOWELS** made for cleaning glass, granite, stainless steel & wood.



Use a green **DRY CLEANER** that avoids toxic solvents.



Use green **CLEANING PRODUCTS** that get their power from plant-based ingredients.



ENERGY

Set your **REFRIGERATOR** between 37° - 40° F; it's the biggest energy consumer in most houses.



Turn off your computer, printer, cable box, and other **DEVICES** when not in use. All the heat generated is wasted energy. [Click](#) for more energy saving tips.



If possible, set your **THERMOSTAT** to 68° F during the day. Each degree above increases energy use by 3%.



Install **CFL or LED** in all lamps and lighting fixtures. They last 10x as long as standard bulbs, use 1/4 the energy and produce 90% less heat. [Click](#) for more energy saving tips.



DID YOU KNOW

As little as 10% of plastic bottles are recycled each year. The rest end up in landfills or in our oceans. (NYCHA)

On average, US food travels 1,500 miles from the farm to your home, and about 40% of fruit and 9% of meat come from foreign locations. (sustainabletable.org)

You can make your own natural cleaning products. Vinegar, baking soda & warm water can clean almost anything. (thedailygreen.com)

An average of 40% of electricity used to power home electronics is consumed while the products are turned off but still plugged in. (nyc.gov)