228 EAST THIRD STREET, NEW YORK, NY 10009 PHONE 212.473.5940 FACSIMILE 212.473.6232

January 20, 2017

Kathleen H. Burgess, Secretary
New York State Public Service Commission
State of New York
3 Empire State Plaza
Albany, NY 12223
secretary@dps.ny.gov

Re: Petition to submeter electricity at the building located at 334 East 8th St, NYC, NY 10009

Dear Secretary Burgess,

8th and C HDFC (the "Owner")[1] is the owner of the above referenced existing 30-unit building. The owner submits this petition pursuant to Section §96.3 (b) (2) of the Commission's Rules and Regulations, to provide future electrical submetering services for the building, which is located within the territory of Con Edison Company Of New York, Inc.

As set forth in the 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 Public Service Commission (the "Commission") approve the petition.

Please understand that this building currently has Con Edison individual meters and each tenant pays for their own electricity, and with the proposed submetering, their cost for electricity will be the same, or less, than it already is. The reason for the proposed change in metering is that on October 29, 2012, when Hurricane Sandy hit NYC, rising water from the East River flooded through a large portion of this neighborhood, and in fact, flooded the entire basement. The building lost electrical, heat, hot water, and elevator service; it took weeks to get back to operational norms, and when funds became available, the building applied for funds through the Federal Community Development Block Grant Disaster Recovery (CDBG-DR) to pay for both repair and resilience work. As part of this scope, the architect/engineering team proposed moving the boilers to the roof of the building and moving our electrical service above Design Flood Elevation (DFE). Unfortunately, as we attempted to find a location to put the large area needed for the Con Edison meters, there were none that met code or outdoor service requirements, so the architect proposed to put a small electrical closet for the electronic submeters next to the newly established mailbox area. When approved by the PSC, this will allow the tenants of the building to be protected from future storm events and have the future possibilities offered by electronic submetering, while not changing (and possibly lowering) the tenants' cost of electricity.

A. Submetering Plan

8th and C HDFC is committed to economic savings through energy reduction and smart energy management – with submetering a large part of the plan. To repeat, we are using electronic submeters in this building, which is already directly metered by Con Edison, in order to provide resilience to the building in the event of another storm surge. In an attempt to relocate the meters up one floor, there was not sufficient space for Con Ed meters so we are requesting submeters in order to keep them above required flood levels.

[1] See corporate documentation - Exhibit 1

B. Economic advantages of submetering over direct utility metering.
8th and C HDFC's submetering plan is expected to deliver economic advantages over direct utility metering in 3 ways:

1. New master meter (SC-8 account) will enable future participation in utility demand management programs and savings through peak shavings.
2. Lower electric rate by changing to bulk-rate class (SC-1 to SC-8)
3. Reduce utility billing fees associated with each individual apartment. Savings from submetering can flow directly to residents through reduced billing charges, as well as indirectly through improved building financials which can help stabilize maintenance over time.

Additionally, please understand that the only subsidy received in this building is through HOME Program administered by the NYC Department of Housing Preservation and Development (HPD) and neither HPD, nor any administrator of this program at HPD, needs to approve this application. Some tenants receive Section 8 Subsidy through either HPD or the NYC Housing Authority (NYCHA), and again, neither HPD or NYCHA as agencies, nor any administrator of this program, needs to approve this application. Further, residents receive a monthly cooking gas utility allowance that is worked into their rent; the monthly utility allowance for cooking gas is as follows: Studio: $16; 1Brm: $17; 2Brm: $17; and 3Brm: $18. Residents receive a rent reduction that is worked into their rents; monthly rents cannot exceed 30% of 50% or 60% of the area median income, depending upon the apartment allocation.

C. Description of submetering system to be installed.
The submetering plan calls for SATEC's BFM136 Branch Feeder MonitorTM for multi-point power solutions[2]. Ideal for both new and retrofit projects, the BFM136 automatically provides metering, demand and energy readings, logging and multi-tariff (TOU) data. These will be provided by SATEC and will replace same or similar existing utility socket-type meters. The radio frequency communication will send meter data to an internet-connected central meter server. The data will be processed through software created by SATEC (**www.satec-global.com**) to provide real-time feedback to owner's staff, as well as billing data to be distributed by the management company.

D. Methodology for calculating rates
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 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.

[2] See Specifications of Equipment – Exhibit 2

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:

		Total
Basic Charge		$A
KWH	$Electricity Rate x Monthly Use (kWh)	$B
Systems Benefit Charge	$SBC x Monthly Use (kWh)	$C
Fuel Adjustment Charge	$FAC x Monthly Use (kWh)	$D
	Subtotal ($A+$B+$C+$D)	$E
Utility Tax	$Utility Tax Rate x $E	$F
	Subtotal ($E + $F)	$G
Sales Tax	$Sales Tax Rate x $G	$H
	Total charges ($G+$H)	**$I**
Tenant Cost		**$I**

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility tariff residential rate for direct metered service to such residents.[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- Electricity"

The Owner (or its agent) will read the meters and generate monthly bills based on actual consumption of each resident. The meter reading data and billing calculations will be documented and maintained for a six (6) year period for each unit.[4]

E. Statement on submetering system capability to individually terminate electricity from each unit.
As per PSC/DPS Guidelines, the system will shut power down for individual units only after all methods in accordance with the Home Energy Fair Practices Act (HEFPA) have been exhausted.

[3] See 16 NYCRR 96.1 (i)
[4] See 16 NYCRR 96.6 (j)

F. Complaint Procedures, Tenant Protections and HEFPA Compliance Plan:
When a resident has a question about an electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Resident should submit the complaint to the Comptroller for the building, describing 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 Comptroller, Antonia Feliciano, can be contacted via email at antonia@lespmha.org or by telephone number 212-473-5940 x12 or at the management office at 228 East 3rd Street, New York, NY 10009.

If the resident and the Comptroller cannot reach an equitable agreement and the resident continues to believe the complaint has not been adequately addressed, then the resident may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, the resident 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 bill to residents will contain, among other things: opening and closing meter reads and dates, usage during a current period, a breakdown of dollar amounts billed, the total charge for the period, and the total amount due.[5]

In the event of non-payment of electric charges, the Owner shall afford the residents all notices and protections available to such resident'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. Electric will not be treated as additional rent by the Owner.

The Building's HEFPA compliance plan is attached.[6]

G. Submetering Identification Form:
The completed Submetering Identification Form is attached.[7]

H. Description of method used to back out electric charges from rent:
Since all tenants are currently direct metered, this provision is not applicable to the Building, as explained earlier above in section B.

I. 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.[8]

[5] See example of bill - Exhibit 9
[6] See Exhibit 4
[7] See Exhibit 5
[8] See Exhibit 6

J. Proof of service that this Petition was sent to the local utility company:
A copy of the letter that was sent by the Owner to Con Edison and the work order from the electrician to Con Edison is attached as exhibit 7.[9] This Petition will be submitted to Con Edison as well.

K. Documentation regarding refrigerators and other electric apartment appliances in rental dwelling units:[10]
The building has recently applied for assistance under the NYS Weatherization Assistance Program (WAP). The building has installed a new higher efficiency boiler and hot water maker already under the Build It Back Program. As such, the WAP agency, Northern Manhattan Improvement Corporation (NMIC) will be focusing on tenant electric measures. For lighting in the apartments, NMIC has proposed to replace the lighting in the kitchens, bathrooms, and hallways. The kitchens (30) are currently 2F40T12 linear fluorescents and those will be replaced with 24W LEDs. The bathrooms have 2-lamp vanity fixtures over the sink (36), which will be replaced with 12W LED vanities. The hallway ceiling fixtures are mostly screw-in cfls and incandescents (41), and these will be replaced with 9W LED screw-ins or all new 12W LED strip fixtures, depending on the allowable Savings to Investment Ratio (SIR) and payback as regulated by WAP. Living rooms and bedrooms are too varied so NMIC proposes to distribute 9W LED screw-ins as needed in those rooms. Further, NMIC will replace all apartment non-Energy Star (ES) refrigerators with ES models. The management company will discuss working with the tenants to provide an air conditioner (AC) swap day in early summer to get rid of inefficient models for more efficient ones. Hallway and exterior lighting that will be converted to LED will have daylight sensors added to them to help further reduce demand charges. The printout of the refrigerator survey and the printout of the cost-effectiveness of each measure as noted in the ASHRAE Level II audit performed by NMIC is attached in Exhibit 8. This work has started and should be finished in 60 days.

L. Description of the electric energy efficiency measures that have been or will be installed:
As noted above, the owner has been committed to economic savings through energy reduction and smart energy management. As part of the WAP program, the building has completed an AHSRAE Level II Energy Audit despite the fact that the building is not required to file under Local Laws (LL) 84 (benchmarking) or 87 (audit and retrocommissioning). The management company continues to evaluate opportunities to return value to the building and the residents through energy efficiency measures. These are listed in Exhibit 8.

M. Description of the information and education programs on how to reduce electricity consumption:
The proposed billing service will have an interactive dashboard on each bill containing a revolving dialog throughout the year related to four main items:

1) Where does my energy come from?
2) How did I do?
3) Hey did you hear the news?
4) Incentive Alert!

See the attached Energy Saving Tips from Con Edison's website[11], which will be distributed to residents in the near future and posted in common areas.[12]

N. Letter Notifying Residents of Intent to Submeter with Affidavit.
See attached Notification of Intent to Submeter affidavit[13]

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[9] See Exhibit 7
[10] See documentation of cost effective energy improvements – Exhibit 8
[11] See energy saving tips – Exhibit 10
[12] See example of potential savings – Exhibit 3
[13] See notification letter sent to residents with affidavit – Exhibit 11

O. Installation of the submetering system:
The submetering system has been installed. The submetering system will only be activated after approval by the New York State Public Service Commission. After that period, the tenants will be converted to electronic submetering.

This application was prepared by F.L. Andrew Padian for LESPMHA, and any questions in reference to the application can be directed to him via e-mail F.L.AndrewPadian@gmail.com or direct phone line 212-586-2940 or by mail, 418 W. 47th St., NYC, 10036.

If you have any questions about the building, its residents, or the subsidies in the building, please contact the manager Richard Ramirez, Lower East Side People's Mutual Housing Association (LESPMHA), Richard@lespmha.org or by telephone number 347-368-8842 or at the management office at 228 East 3rd Street, New York, NY 10009 with any questions about this petition.

Thank you in advance for your attention to this matter.

Sincerely yours,

F.L. Andrew Padian as Expeditor for LESPMHA and 8th and C HDFC – 334 E. 8th Street

EXHIBIT 1
Ownership of the Building

NY 005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8002)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 13 day of June , in the year 2012
BETWEEN

Mutual Housing Partnership, L.P., with offices at 228 East Third Street, New York, NY 10099,

party of the first part, and

8TH and C Housing Development Fund Corporation, with offices at 228 East Third Street, New York, NY 10099,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ANNEXED HERETO

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by deed dated June 23, 1993 and recorded on July 12, 1993 in the Office of the City Register for New York County, City and State of New York, in Reel: 1987, Page: 132.

SAID PREMISES also known as 334 East 8th Street, New York, NY.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Mutual Housing Partnership, L.P.

Rclemente - Exec. Director

by: 334 East Eighth Street Corporation

Rclemente

by: Rona Clemente, Executive Director

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of New York } ss.:

On the 13 day of **June** in the year **2012**
before me, the undersigned, personally appeared
~~Herman Hewitt~~ Rosa Clemente exec. director

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karen Horch

KAREN L. HORCH
NOTARY PUBLIC, STATE OF NEW YORK
NO.01H04809187
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES FEBRUARY 28, 2015

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:
(New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of } ss.:

On the day of in the year
before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of } ss.:

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:
(Out of State or Foreign General Acknowledgment Certificate)

. . . . . } ss.:
(Complete Venue with State, Country, Province or Municipality)

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

BARGAIN & SALE DEED
WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO.

Mutual Housing Partnership, L.P.

TO

8TH and C Housing Development Fund Corporation

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK
INCORPORATED 1928
"Appreciate the Fidelity Difference!"
Member New York State Land Title Association

DISTRICT
SECTION
BLOCK **390**
LOT **249 Millburn Avenue**
COUNTY OR TOWN **New York**

RECORDED AT REQUEST OF
Fidelity National Title Insurance Company of New York
RETURN BY MAIL TO

Irwin Siegel, Esq.
Siegel & Reiner, LLP
900 Third Avenue
Suite 1700
New York, New York 10022

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A-1 (Description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, more particularly described on the Tax Map of The City of New York, for the Borough of Manhattan, as Section 2, Block 390, Lots 24 and 26, as said Tax Map was on the 27th day of October 1971, being bounded and described as follows:

BEGINNING at a point on the southerly side of East 8th Street distant 133 feet westerly from the corner formed by the intersection of the southerly side of East 8th Street with the westerly side of Avenue C;

RUNNING THENCE southerly parallel with Avenue C 97 feet 6 inches to the centre line of the block;

THENCE westerly parallel with the southerly side of East 8th Street and along the centre line of the block 65 feet;

THENCE northerly parallel with Avenue C 97 feet 6 inches to the southerly side of East 8th Street and

THENCE easterly along the southerly side of East 8th Street 65 feet to the point or place of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

THIS INDENTURE, made as of the 25th day of June, 1993, by and between **THE CITY OF NEW YORK**, a municipal corporation, having its principal office at City Hall, New York, New York 10007 ("Grantor"), and **MUTUAL HOUSING PARTNERSHIP, L.P.**, having its principal place of business at 173 Avenue B, New York, New York 10009 ("Grantee").

WHEREAS, The City Council, by Resolution No. 1377 passed on May 13, 1993 attached hereto as Exhibit A and made a part hereof, pursuant to Article 16 of the General Municipal Law, waived the designation of an Urban Development Action Area, waived the requirements of Section 197-c of the City Charter, and approved the proposed project ("Project") as an Urban Development Action Area Project; and

WHEREAS, the Office of the Mayor of the City of New York duly authorized the disposition by Grantor to Grantee of all those plots, pieces or parcels of real property situate, lying and being in the Borough of Manhattan, City and State of New York (the "Disposition Area"), described in Exhibit B attached hereto and made a part hereof, as evidenced by the document attached hereto as Exhibit C and made a part hereof.

NOW THEREFORE, Grantor, in consideration of the sum of TWO and NO/100 ($2.00) Dollars paid by Grantee, does hereby grant and release unto Grantee, its successors and assigns forever, the Disposition Area, subject only to the restrictions set forth or referred to herein.

TO HAVE AND TO HOLD said premises herein granted unto Grantee, its successors and assigns forever, as follows:

1. Grantee accepts this Deed subject to:

   a. Any state of facts an accurate survey may show, provided the same does not render title unmarketable.

   b. All the terms, covenants and conditions of the Land Disposition Agreement affecting the Disposition Area ("Agreement") entered into by Grantor and Grantee, bearing even date herewith.

   c. The Comprehensive Amendments to the Zoning Resolution of the City of New York, as published in The City Record on November 10, 1960 and approved by resolution of the Board of Estimate on December 15, 1960, as amended.

   d. Any and all municipal liens or encumbrances of record existing on the date of conveyance of the Disposition Area to Grantee, or thereafter listed or recorded resulting from an inspection made of the real property by a representative of Grantor prior to the date of conveyance to Grantee; however, between Grantor and Grantee, Grantor agrees that it shall not enforce any such any such encumbrances or liens against the Disposition Area's real property and its improvements, any authorized purchaser or any authorized mortgagee financing the construction of the improvements upon the Disposition Area. Grantor shall be responsible for all arrears in taxes, assessments, and water and sewer rents affecting the Disposition Area, which are existing as of the date of the Closing.

e. The trust fund provisions of Section 13 of the Lien Law.

f. The provisions of all laws, codes, statutes, ordinances, acts, rules and regulations of local, state or federal government, and any agency or subdivision thereof, or any violation of the same existing at the time of conveyance of title.

2. Grantee agrees, for itself, its successors, and assigns, in accordance with the terms and conditions of the Agreement, that if, prior to completion of the Project (as certified by Grantor pursuant to the Agreement) and subject to the cure provisions provided for in the Agreement:

a. Grantee (or successor in interest) shall default in or violate its obligations with respect to the rehabilitation and development of the Disposition Area as required by the Agreement (including the dates required for the commencement and completion thereof), or shall abandon or substantially suspend the rehabilitation work after the commencement thereof, and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within sixty (60) days after written demand by HPD to do so; or

b. There is, without the prior written approval of the Commissioner of the Grantor's Department of Housing Preservation and Development, any transfer or encumbrance of the Disposition Area or any part thereof, or any substantial change in the ownership or control of Grantee, except as authorized by the Agreement;

then Grantor shall have the right, subject to the laws of the State of New York, to re-enter and take possession of the Disposition Area and to terminate and revest in Grantor the estate conveyed to Grantee. Notwithstanding the foregoing, any revesting of title in the Grantor, pursuant to this paragraph, shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage ("Mortgage") held by a Holder which is authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the Holder of such Mortgage.

3. Grantee, by the acceptance and execution of this Deed covenants and agrees for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants:

a. Grantee, its successors and assigns, will and shall devote the Disposition Area to the uses specified in the Agreement for the duration of the Restriction Period, as such term is defined in the Regulatory Agreement between the parties hereto to be recorded simultaneously herewith.

b. Grantee, its successors and assigns, will comply with all applicable federal, state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of age, race, religion, sex, color, national origin, ancestry, sexual orientation, disability or marital status in the sale, lease, use or occupancy of the Disposition Area, or any improvements erected or to be erected thereon, or any part thereof. This covenant shall remain in effect in perpetuity.

c. Grantee agrees to enter into and comply with a Regulatory Agreement between the parties hereto to be recorded simultaneously herewith.

d. Grantee shall not convert the project to cooperative or condominium ownership in accordance with paragraph 7 of the Regulatory Agreement.

e. Grantee agrees to enter into and comply with that certain HOME Written Agreement between the parties hereto to be recorded simultaneously herewith.

Such agreements and covenants shall be binding for the benefit of Grantor and enforceable by Grantor against Grantee and its successors and assigns. Such covenants shall be binding to the fullest extent permitted by law and equity except only as otherwise specifically provided in the Agreement.

4. Notwithstanding the specific recital in this Deed of certain of the covenants and agreements which are provided for in the Agreement, each and every covenant, term, provision and condition contained in the Agreement shall not in any event or any respect be merged with this Deed, but each and every covenant, term, provision and condition contained in the Agreement shall survive this grant and remain in full force and effect. Exhibits A, B and C, attached hereto, are hereby made a part hereof.

IN WITNESS THEREOF, Grantor has caused this Deed to be executed by the Deputy Mayor of the City of New York and by the City Clerk, and its corporate seal to be hereunto affixed and the Grantee has fully executed this Deed as of the day and year first above written.

ATTEST:

City Clerk

THE CITY OF NEW YORK

By: Barbara J. Fife, Deputy Mayor

Seal of The City of New York

MUTUAL HOUSING PARTNERSHIP, L.P.

By: 334 East 8th Street Corporation,
as General Partner

By: Herman F. Hewitt, President

APPROVED AS TO FORM BY STANDARD
TYPE OF CLASS FOR USE
UNTIL DECEMBER 31, 1993

By: /s/Daniel Muller
Acting Corporation Counsel

EXHIBIT A

City Council Resolutions

(next page)

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1377

Resolution approving an Urban Development Action Area Project located at 334-336 East 8 Street, Manhattan, and waiving the urban development action area designation and the Uniform Land Use Review Procedure, pursuant to Sections 693 and 694 of the General Municipal Law (L.U. No. 619; 347093 HAM).

By Council Members Eisland and Fields

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council its request dated April 12, 1993 that the Council take the following actions regarding an Urban Development Action Area Project (the "Project") located at 334-336 East 8 Street (Block 390, Lots 24 and 26), Borough of Manhattan (the "Property"):

1. Find that the proposed urban development action area Project is consistent with the policy and purposes of Section 691 of the General Municipal Law;

2. Waive the designation of the property as an urban development action area pursuant to Section 693 of the General Municipal Law;

3. Waive the requirements of Section 197-c of the New York City Charter pursuant to Section 694 of the General Municipal Law; and

4. Approve the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law;

WHEREAS, the Project is to be developed on land that is now a municipally-owned area as defined in Section 692 of the General Municipal Law, consists solely of the rehabilitation or conservation of existing private or multiple dwellings, and does not require any change in land use permitted under the New York City Zoning Resolution;

WHEREAS, the Council held a public hearing on the Project on May 10, 1993;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Project;

The Council hereby resolves that:

The Council finds that the present status of the Property tends to impair the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council waives the designation of the Property as an urban development action area under Section 693 of the General Municipal Law.

The Council waives the requirements of Section 197-c of the New York City Charter pursuant to Section 694 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law.

The Project shall be disposed of and developed upon the terms and conditions in the Project Summary that HPD has submitted to the Council, a copy of which is attached hereto.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on May 13, 1993, on file in this office.

.....
City Clerk, Clerk of Council

PROJECT SUMMARY

1. PROGRAM: ENTERPRISE PROGRAM, ROUND V

2. PROJECT: ASSOCIATION HOUSE

3. LOCATION:

   a. BOROUGH: MANHATTAN

   b. COMMUNITY DISTRICT: 3

   c. COUNCILMANIC DISTRICT: 2

   d. DISPOSITION AREA:

BLOCK	LOT(S)	ADDRESS
390	24 & 26	334-336 East 8th Street

4. BASIS OF DISPOSITION PRICE: Nominal ($500 per dwelling unit if federal low income tax credits are reserved for the project as of the date of sale or one dollar per building if tax credits are not reserved as of the date of sale)

5. TYPE OF PROJECT: Rehabilitation

6. TYPE OF BUILDINGS: Multiple Dwellings

7. NUMBER OF BUILDINGS: 2

8. NUMBER OF RESIDENTIAL UNITS:

9 Doubled Up/Homeless
13 Low Income
7 Moderate Income
1 Superintendent's
30 Total

9. TYPE OF HOUSING: Rental

10. ESTIMATE OF INITIAL RENTS AND INCOME TARGETS:*

   a. DOUBLED UP/HOMELESS (30%):*:

UNITS	RENTS	INCOMES
1 BR	$501	Up to $10,401
2 BR	$590	Up to $15,245
3 BR	$744	Up to $19,629

* Doubled up/homeless tenants will receive Section 8 vouchers and will pay no more than 30% of their income for rent. Rents and/or income ranges may vary due to family size and may increase if area median income rises.

b. LOW INCOME (45%):**

UNITS	RENTS	INCOMES
0 BR	$345	$13,800 - $17,280
1 BR	$369	$14,760 - $19,740
2 BR	$443	$17,720 - $24,660
3 BR	$514	$20,560 - $28,620

** Rents and/or income ranges may vary due to family size and may increase if area median income rises.

c. MODERATE INCOME (25%):***

UNITS	RENTS	INCOMES
0 BR	$375	$15,000 - $22,500
1 BR	$450	$18,000 - $27,000
2 BR	$550	$22,000 - $33,000
3 BR	$650	$26,000 - $39,000

*** Rents and incomes will be reduced to low income levels if federal low income housing tax credits are reserved for the project.

11. PROPOSED TIME SCHEDULE: Approximately 18 months from closing to completion of construction

EXHIBIT B

Disposition Area

(next page)

PROPERTY DESCRIPTION

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, New York County, City and State of New York, designated on the Tax Map of the City of New York for the Borough of Manhattan as:

Block(s)	Lot(s)	Address(es)
390	24 & 26	334 - 336 East 8th Street

EXHIBIT C

Mayor's Resolutions

(next page)

THE MAYOR
CITY OF NEW YORK

Cal. No. 25

WHEREAS, The Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed to the Council the sale of certain City-owned real property located in the Borough of Manhattan, City and State of New York, known as:

Block	Lot
390	24 & 26

on the Tax Map of the City and as Association House in HPD's Enterprise Program ("Disposition Area"); and

WHEREAS, the Council, pursuant to Article 16 of the General Municipal Law, has held a public hearing on due notice and (i) waived the designation of an Urban Development Action Area, (ii) waived the requirements of Section 197-c and 197-d of the Charter, and (iii) approved the proposed project ("Project") as an Urban Development Action Area Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Part 617 of Volume 6 of the Codes, Rules and Regulations of the State of New York, Chapter 5 of Title 62 of the Rules of the City of New York, and Mayoral Executive Order No. 91 of August 24, 1977, as amended, HPD has determined that the Project does not require environmental review; and

WHEREAS, HPD has designated Mutual Housing Partnership, L.P. ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain approximately 29 dwelling units; and

WHEREAS, a proposed agreement ("Land Disposition Agreement") between the City and the Sponsor providing for the sale of the Disposition Area to the Sponsor at the nominal price of Five Hundred Dollars per dwelling unit if federal low income tax credits are reserved for the project as of the date of sale or One Dollar per building if tax credits are not reserved as of the date of sale ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

WHEREAS, the Mayor has held a public hearing upon due notice published in The City Record, as required by Section 1802(6)(j) of the Charter, and in a newspaper of general circulation in New York City, as required by Section 695(2)(b) of the General Municipal Law.

WHEREAS, As certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the City Charter, was held and closed by the Mayor on May 19, 1993 (Cal. No. 25) and at such hearing no amendments were made and no testimony was offered. Annexed hereto is the relevant portion of the calendar.

CERTIFICATION by the Mayor's Office of Contracts/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on May 19, 1993 (Cal. No. 25).

[signature] FIRST DEPUTY DIRECTOR 6/9/93

NAME TITLE DATE

NOW THEREFORE:

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.

2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.

3. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement and the Regulatory Agreement described therein to the lien(s) of mortgage(s) securing a loan or loans financing the Project.

4. The Mayor hereby authorizes any Deputy Mayor to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.

5. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify the Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.

6. The Mayor hereby authorizes any Deputy Mayor or the Deputy Commissioner or acting Deputy Commissioner of the Department of General Services, Division of Real Property, to execute and deliver to the Sponsor, or to an affiliate or successor of Sponsor which consists of the same principal(s) that controlled the Sponsor, a deed of conveyance of title to the Disposition Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement, and directs the City Clerk or acting City Clerk to attest said deed and to affix the seal of the City thereto.

MAYOR DAVID N. DINKINS

By: _____
BARBARA J. FIFE, Deputy Mayor

DATE: JUN 11 1993

Currently, the federal low income housing tax credit legislation has expired and is not expected to be extended until later this year. In order to commence construction at the earliest possible date, it may be necessary to close on certain Enterprise projects before tax credits can be reserved for them. In this event, the projects will be underwritten as described below.

The Disposition Area includes two of the four buildings to be redeveloped. The other two buildings are on an adjacent, privately-owned site which the sponsor has purchased for redevelopment. Under the proposed project, the City will sell the Disposition Area to Mt. Carmel Associates Limited Partnership, the designated sponsor, for the nominal price of five hundred dollars per dwelling unit (if federal low income tax credits are reserved for the project as of the date of sale) or one dollar per building (if tax credits are not reserved as of the date of sale). The sponsor will then undertake the substantial rehabilitation of the 4 vacant multiple dwellings. When completed, the rehabilitated buildings will provide 59 units of rental housing, of which 30% will be reserved for doubled up/homeless families, plus one unit for a superintendent and one unit for a porter. The remainder of the units will be rented to low and moderate income families unless tax credits are allocated to the project prior to the marketing of apartments, in which case all such units will be rented to low income families and the rent and income levels will be reduced accordingly.

Close the Hearing.

No. 25

R-12170

PUBLIC HEARING in the matter of the disposition, pursuant to Section 1802(6)(j) of the New York City Charter and Article 16 of the General Municipal Law, as submitted by the Department of Housing Preservation and Development, on behalf of the Mutual Housing Partnership, L.P. For the Enterprise Rehabilitation Program Site: Association House Urban Development Action Area Project in the Borough of Manhattan a/k/a:

Block	Lots
390	24 & 26

Under HPD's Enterprise Program, community-based not-for-profit organizations rehabilitate vacant City-owned buildings as low-income rental housing. The Enterprise Foundation ("Enterprise") provides technical and financial assistance by marketing federal low income housing tax credits to investors. The proceeds from the sale of the tax credits are then combined with City capital budget funds and, in some cases, federal HOME Investment Partnerships Program funds to finance the rehabilitation. The City provides construction and permanent financing pursuant to Article 16 of the General Municipal Law. The rehabilitated buildings are eligible for tax abatement and exemption under the J-51 program.

As required by federal law, apartments are rented to families whose incomes are not greater than sixty percent (60%) of the HUD area median. Thirty percent (30%) of the units are reserved for doubled up/homeless families.

Currently, the federal low income housing tax credit legislation has expired and is not expected to be extended until later this year. In order to commence construction at the earliest possible date, it may be necessary to close on certain Enterprise projects before tax credits can be reserved for them. In this event, the projects will be underwritten as described below.

Under the proposed project, the City will sell the Disposition Area to Mutual Housing Partnership, L.P., the designated sponsor, for the nominal price of five hundred dollars per dwelling unit (if federal low income tax credits are reserved for the project as of the date of sale) or one dollar per building (if tax credits are not reserved as of the date of sale). The sponsor will then undertake the substantial rehabilitation of the two vacant multiple dwellings located on the Disposition Area. When completed, the rehabilitated buildings will provide 28 units of rental housing, of which 30% will be reserved for doubled up/homeless families, plus one unit for a superintendent. The remainder of the units will be rented to low and moderate income families unless tax credits are allocated to the project prior to the marketing of apartments, in which case all such units will be rented to low income families and the rent and income levels will be reduced accordingly.

Close the Hearing.

BOROUGH OF QUEENS

No. 26

R-12182

PUBLIC HEARING in the matter of the disposition, pursuant to Section 1802(6)(j) of the New York City Charter and Article 16 of the General Municipal Law, as submitted by the Department of Housing Preservation and Development, on behalf of the NY/Enterprise CityHome Housing Development Fund Company, Inc. for the CityHome Program Sites: B, H Urban Development Action Area Project in the Borough of Queens a/k/a:

Block	Lots
10211	52
12041	121

Under the CityHome Program, NY/Enterprise CityHome Housing Development Fund Company, Inc. ("Sponsor") purchases vacant City-owned residential buildings and rehabilitates them as one to four-family homes or limited equity cooperatives in order to provide homeownership opportunities to moderate and

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 21 day of June, 1993, before me personally came Barbara J. Fife, to me known and known to me to be the Deputy Mayor of the City of New York and the same person who executed the foregoing instrument on behalf of The City of New York as said Deputy Mayor, pursuant to the authority vested in her by Mayoral Approval Document adopted at a hearing on the 19th day of May, 1993 (Cal. No. 25).

NOTARY PUBLIC

LORETTA DELORENZO
Notary Public, State of New York
No. 03-4892517
Qualified in Bronx County
Commission Expires May 11, 19 95

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 21st day of June, 1993, before me personally came Carlos Cuevas with whom I am personally acquainted and known to me to be the City Clerk of the City of New York, who being by me duly sworn, did depose and say that he resides at 750 Kappock Street, Bronx, New York 10463; that he is the City Clerk of the City of New York, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

NOTARY PUBLIC

MARIANNE SNOW
Commissioner of Deeds
City of New York - No. 2-9898
Certificate filed in New York County
Commission Expires April 1, 1995

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 25 day of June, 1993, before me personally came Herman F. Hewitt, who being by me duly sworn did depose and say that he resides at 212 Forsyth Street, New York, New York and is the President of 334 East 8th Street Corporation, a New York corporation duly formed pursuant to the laws of the State of New York, and the general partner of Mutual Housing Partnership, L.P., the New York limited partnership described in and which executed the foregoing instrument; and he acknowledged that he signed his name to said instrument by order of the Board of Directors of said corporation as the act for an on behalf of said partnership.

EUGENE BLEVY
Notary Public, State of New York
No. 02 LE 7525395
Qualified in Nassau County
Commission Expires July 31, 1994

NOTARY PUBLIC

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this ____ day of June, 1993, before me personally came Raymond C. Teatum, with whom I am personally acquainted and known to me to be the First Deputy City Clerk of the City of New York, who being by me duly sworn, did depose and say that he resides at 45 East End Avenue, New York, New York 10028; that he is the First Deputy City Clerk of the City of New York, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as First Deputy City Clerk by like authority.

NOTARY PUBLIC

REEL 1987 PG 0148

LOC. TYPE: J
BY ALPHABET

15265 | EXTRA LOTS

Premises:	Block	Lots	Address
	390	24 & 26	334-336 East 8th Street

REC. FEE A-52
SST $ 0
RPT $ R 3069

In the County of New York

TA 93(01)021 Y-1

DEED

OFFICE OF CITY REGISTER
New York County
RECORDED
Witness my hand
and official seal
City Register

THE CITY OF NEW YORK

to

MUTUAL HOUSING PARTNERSHIP, L.P.

RECORDED BY:
TITLE ASSOCIATES INC.
(212) 758-0050

Record and Return to:

Laurence J. Sanders, Esq.
Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 9-G8
New York, New York 10038

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER
1993 JUL 12 A 9:39
WITNESS MY HAND
AND OFFICIAL SEAL
CITY REGISTER

S 5134
$ 0
REAL ESTATE
JUL 12 1993
TRANSFER TAX
NEW YORK
COUNTY

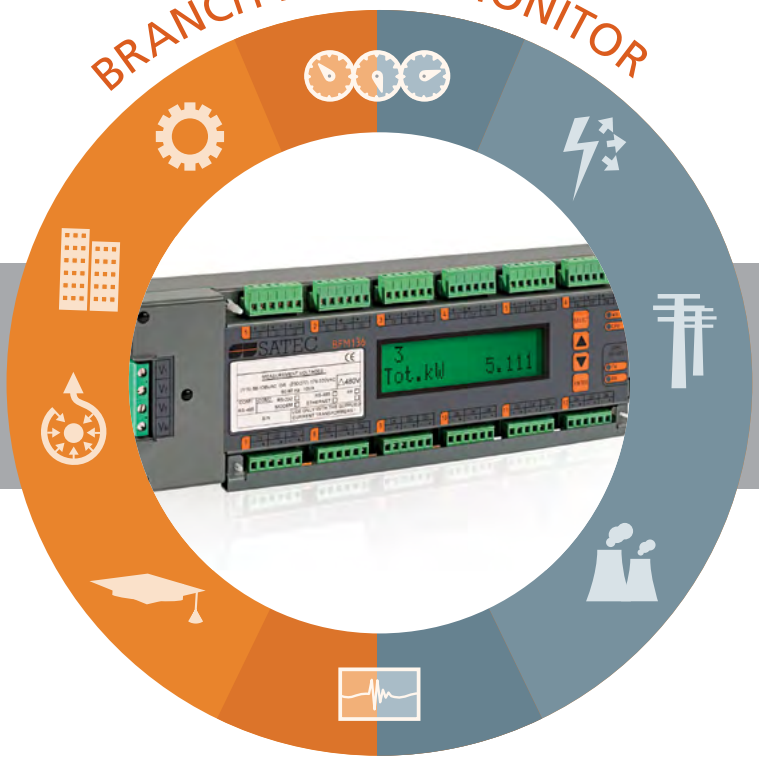
0081U/34

DEED
GNAFF
$52.00
$1.00

EXHIBIT 2
Specifications for Submetering and Billing Equipment

BFM136

SATEC
Powerful Solutions



THE PERFECT SOLUTION FOR MULTI-CIRCUIT, MULTI-CLIENT METERING

Multi-client billing
Multi-circuit energy reading
Built-in communication platforms
Time-of-Use (TOU) metering
Data Logging

BFM136

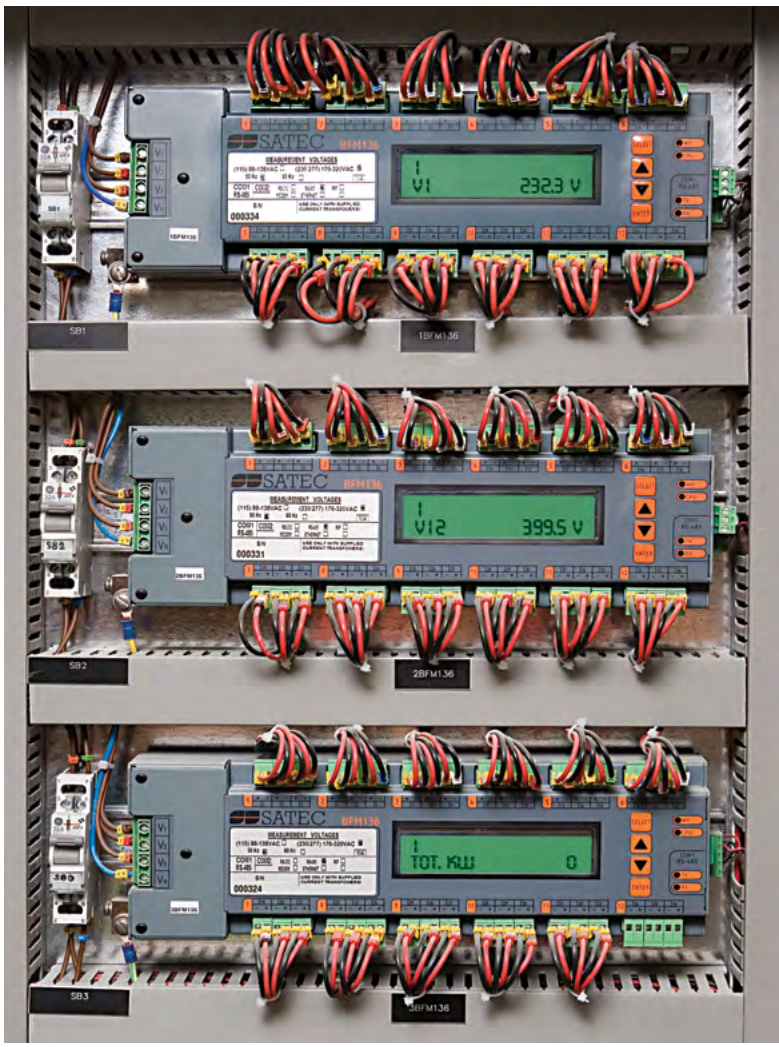
Branch Feeder Monitor

SATEC's BFM136 Branch Feeder Monitor™ is the next generation in energy management metering for multi-point power solutions. Ideal for both new and retrofit projects, the BFM136 automatically provides metering, demand and energy readings, logging and multi-tariff (TOU) data.

The BFM136 monitors up to 12 three phase circuits, 18 two phase or 36 single phase circuits, or any combination of single, two or three phase circuits. This flexibility makes the BFM136 perfect for multi-tenant facilities such as residential projects, office buildings, data centers and shopping malls. The compact BFM136 is designed to easily fit into existing panel boards or be flush mounted nearby, thus eliminating the need for expensive retrofit projects or for allocating extra space for the device.

The BFM136 monitors up to 36 currents via High Accuracy Current Sensors (HACS). Each HACS measures and reports the current consumed by each of the branch circuits at the panel board. For billing purposes, single or multiple circuits can be defined for each customer. This flexibility allows a simple reassignment of circuit groups without wiring changes, and allows for easy changes when tenants move in and out. Main panel board or load center installation makes for a valuable saving of both time and money.

The BFM136's user-defined and easily configured alarm system enables users to take predictive maintenance action in order to avoid unnecessary outages.



36 HACS Connection configurable as 36 single-phase or 3-phase

Voltage Connection (common): 3 or 4 wire self-powered according to revenue meter requirement

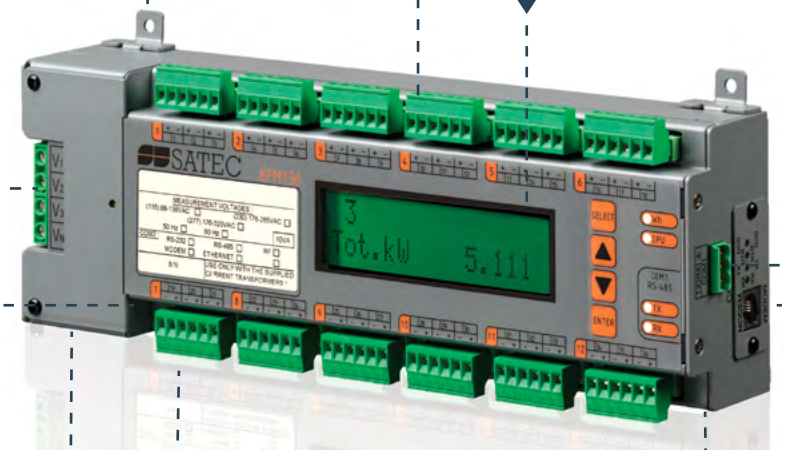
Built-in RS-485 Port

Wall or DIN Rail Mounting

Sealing

2x16 Characters Local Display

Optional 2nd COM Port: RS-232, RS-485, Dial-up Modem, Ethernet, RF, 2G/3G modem



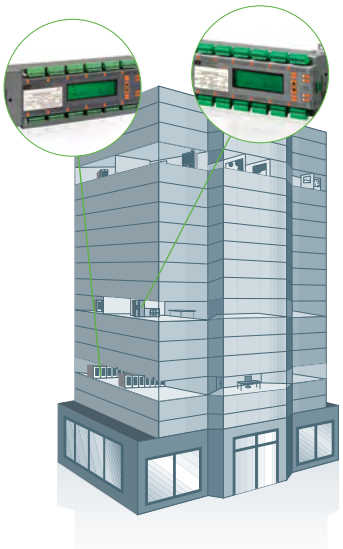
Built-in TOU

RGM180 Optional Remote Display

8MB Data Logging

Rugged Compact Enclosure

Manage Your Energy System



Billing & Time Of Use (TOU)

Tariffs vary according to different criteria, such as the week day, holiday, season or consumer type (private home accounts in multi-tenant buildings, businesses, industry etc.). The BFM136 provides data for TOU billing in compliance with the rates set by the local electricity supplier. Unlike some other meters on the market, the BFM136 stores the TOU information on its non-volatile memory, protecting the data in case of communication loss or power outage.

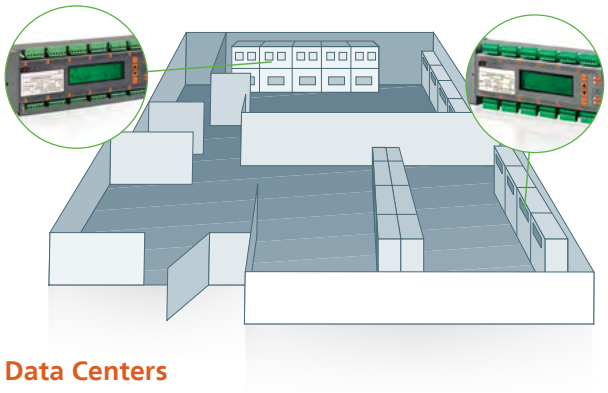
The system also provides information on peak demands and allows for the assessment of penalty if the power factor falls below the level defined by the local electricity suppliers.

Commercial Buildings

Many commercial buildings have a single electricity connection, while the building owner/manager is responsible for distributing the electricity to the tenants. Since charging the tenants based on floor area is no longer acceptable, an accurate, reliable and flexible system should be applied. The BFM136 is specially designed for such cases, allowing the owner/manager to easily monitor the consumption in a small footprint. Using the BFM136 Adding the ExpertPower™ software will allow issuing invoices to the tenants based on real consumption.

Shopping Centers & Malls

Shopping centers usually have a single electricity connection, while the shopping center owner/manager is responsible for distributing the electricity to the shops. Since charging the shops based on floor area is no longer acceptable, an accurate, reliable and flexible system should be applied. The BFM136 is specially designed for such cases, allowing the owner/manager to easily monitor the consumption in a small footprint. Adding the ExpertPower™ software will allow issuing invoices to the shops based on real consumption. It also allows reducing the public area consumption and detection of unauthorized use of electricity.



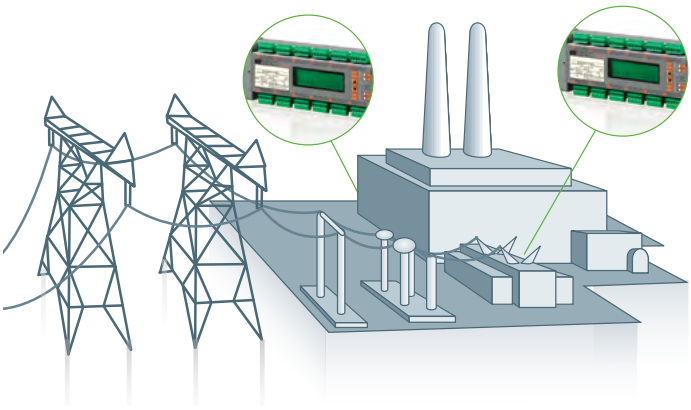
Data Centers

Energy consumption of data centers is constantly rising, following the increase of computing performance. Monitoring the PUE (Power Usage Effectiveness—Total Facility Energy divided by the IT Equipment Energy) is essential. According to the US DoE (Department of Energy), data centers can achieve energy savings of 20-50% by utilizing today's best practices, including "continuously monitor energy" and "monitor energy at all levels."

The practice of monitoring energy is becoming prevalent and modern data centers now include rack level monitoring at the design stage. The BFM136 monitors up to 36 single phase loads, which is ideal for this task, allowing for energy saving and offering high reliability.

Industrial Plants

Typically, industrial plants have many loads that are fed from the same MCC. It has been proven that online monitoring of the consumption down to a single load level results in energy saving of up to 30%. The BFM136 is the most compact and efficient method to monitor several loads located up to 200m from the device, with uncomparable accuracy. The use of single device rather than separated meters makes it easy to install and maintain as well as single point for communication.



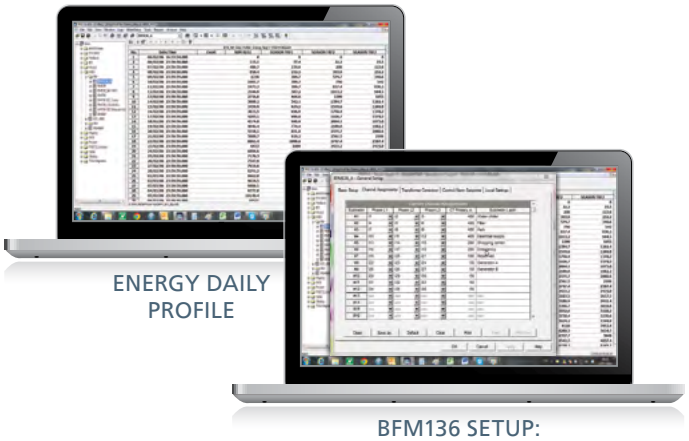
Software Integration

PAS

For remote reading and control, the BFM136 is supported by SATEC PAS software, designed for remote setup and data viewing and analysis.
PAS provides real-time access to data, downloading scheduler and automatic export to .mdb files for MS Access, MS Excel and database integration. The BFM136 operates as up to 36 separated modbus slaves for simple integration.

Building Management Systems

With the open Modbus protocol, the BFM136 can interface any system, such as Building Management, HMI and more.



ENERGY DAILY PROFILE

BFM136 SETUP: CHANNEL ASSIGNMENTS

BFM136 SETUP

BFM136 SETUP: ENERGY—TOU

expertpower™

For automated monitoring, complete billing service, and more advanced analysis options, SATEC offers ExpertPower™, the web-based energy management system.

This service provides automatic monitoring, billing and analysis for electric power systems.

ExpertPower™ delivers total visibility for entire power systems over the Internet, providing alarms, power diagrams, power profiles and demands, events logging, history and graphs.

For more information on our service, see SATEC ExpertPower™ brochure.

ENERGY MANAGEMENT DASHBOARD

BFM136 VS. 3-Phase Meters

In comparison with three-phase meters, the BFM136 offers a great saving of cost, time and space:

- A single BFM136 instrument replaces 12 3-phase meters
- Saves 60% of the hardware cost (typ.)
- Saves 75% installation cost (typ.)
- Saves 75% of installation time (typ.), including wiring
- Saves 75% of panel space for three-phase or 90% for single phase (typ.)
- While 3-phase meters use one TCP/IP address per 80 channels, the BFM136 uses only 1 TCP/IP address per 240 channels, thus saving up to ⅔ of the communication infrastructure

HACS

High Accuracy Current Sensors

The BFM136 should be ordered with dedicated High Accuracy Current Sensors (HACS).

All HACS have a built-in automatic protection circuit for maximum safety, eliminating the need to use shorting bars.

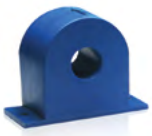
*** Note**: CS05S is compatible with the RS5 version only. All other HACS are compatible with the non-RS5 version.

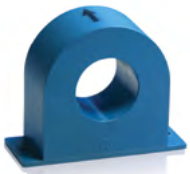
Accuracy:
Solid Core: 0.1% / Split Core: 0.5%

All HACS are supplied with 8ft / 2.5m cable.
Maximum cable length: 650ft / 200m.

P/N	RATING		CORE INCH	OPENING MM
CS05S*	10A	Split	Ø 0.62	Ø 16
CS1	100A	Solid	Ø 0.47	Ø 12
CS1L	100A	Solid	Ø 0.9	Ø 23
CS1S	100A	Split	Ø 0.63	Ø 16
CS2S	200A	Split	0.96x0.9	24.5x23.1
CS2SL	200A	Split	1.69x1.3	43x33
CS4	400A	Solid	Ø 1.02	Ø 26
CS4S	400A	Split	1.69x1.3	43x33
CS8	800A	Solid	4x1.28	100x32
CS8S	800A	Split	1.9x3.1	50x80
CS12S	1200A	Split	3.1x4.7	80x120
CS20S	2000A	Split	3.15x6.3	80x160
CS30S	3000A	Split	3.15x6.3	80x160


CS05S

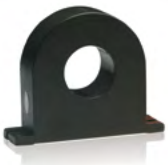

CS1


CS1L


CS1S


CS2S


CS2SL


CS4


CS4S


CS8


CS8S


CS12S

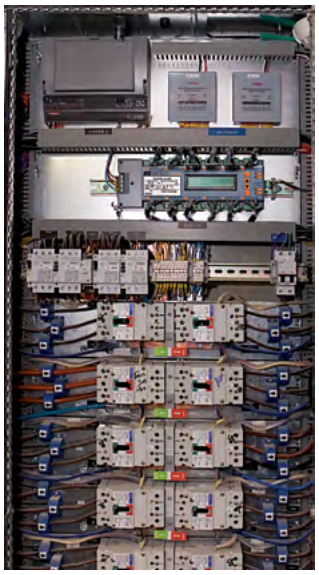

CS20S


CS30S

Features & Benefits

- Multi-point power, energy and demand data logging
- **Data storage**
  - Real Time Clock (RTC) and Flash memory for data and event logger
  - TOU (Time of Use): the TOU function stores energy consumption data according to the programmed time schedule
  - Daily energy tariff profile and maximum demands programmable interval for load profile
- Logging for any type of parameters, for all profiles
- Local LCD display providing up to 36 channels of consumption readings for each tenant
- Cost effective, space-saving compact design for easy installation into existing electric panelboards
- High accuracy 0.5S
- **Standard Communication Platforms**
  - Protocols: Modbus RTU, Modbus TCP/IP, Modbus ASCII
  - Ports
    Standard: RS-485 port
    Optional: Ethernet TCP/IP, dial-up modem, RS-232, additional RS-485/422 port, wireless RF modem, 2G/3G modem
- **Input**
  - Current inputs: 36 per device
  - Measured currents, per phase: with unique High Accuracy Current Sensors (HACS—See pg. 7) rating from 100A to 3000A
  - Voltage measurement range*: 120 (207) to 277 (480)V AC ± 15%
  - Auto rangepower supply: 88-552V AC
- Alarm Configuration: Over/under voltage, over current, over kW, over kVA, over/under frequency
- Three-year warranty

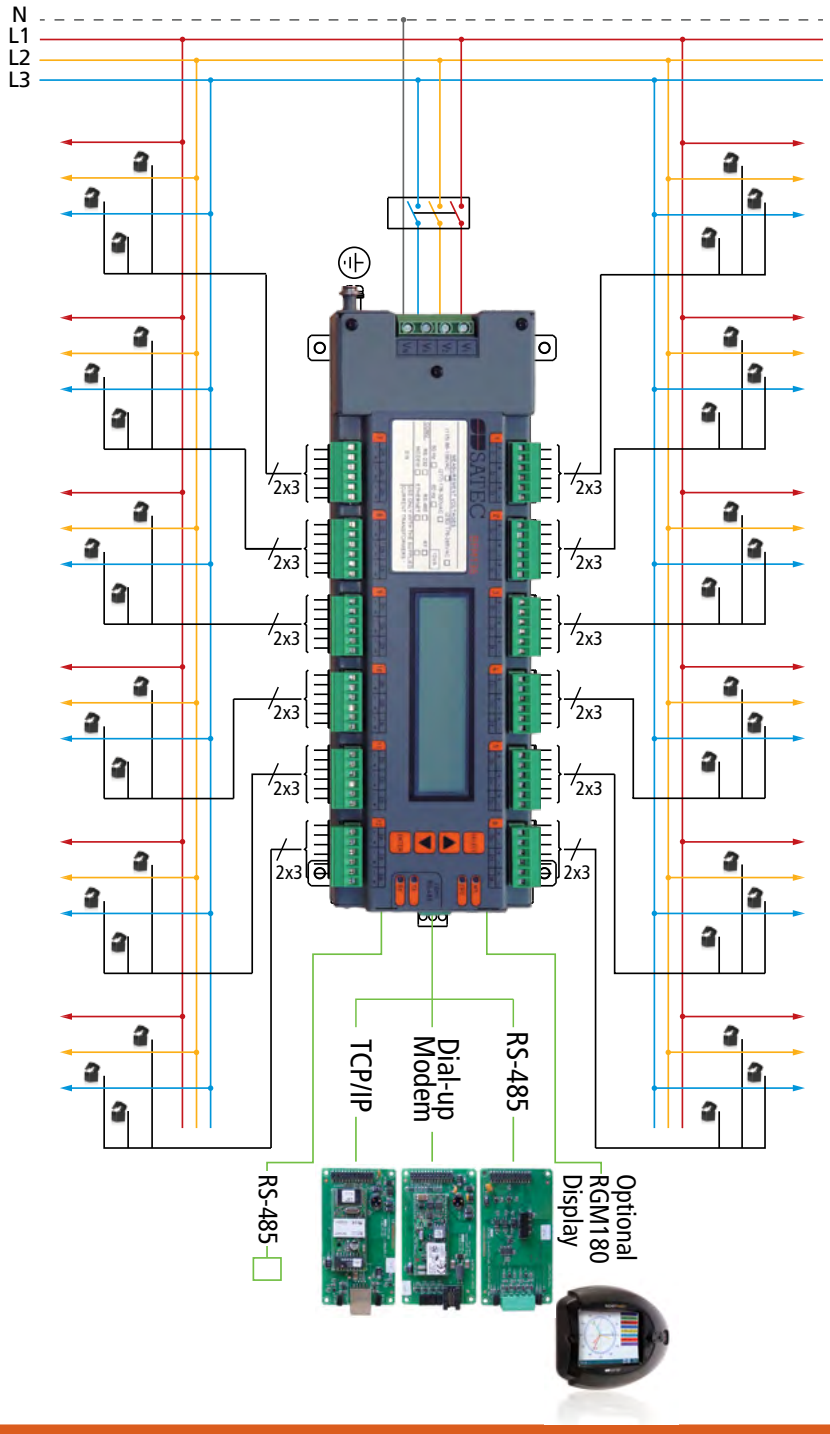
***Note**: The accuracy is guaranteed to this voltage range.



Monitoring & Data Storage

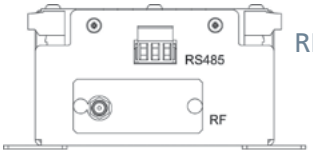
SATEC's Branch Feeder Monitor™ BFM136 collects and stores data, accessible in real-time. The BFM136 stores energy usage data in two formats, fixed-price and Time of Use (TOU). The BFM136 collects a variety of physical data such as kVA, kW, kVAr, current and voltage max demands, as well as energies—kVAh, kWh and kVArh. The BFM136 automatically transfers the information to a remote computer for display and analysis. The data can also be viewed locally on the BFM136's LCD display.

Electric Diagram

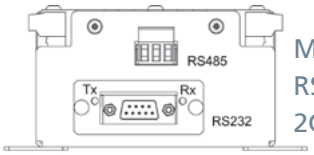


Optional COM 2 Communication Add-On Port

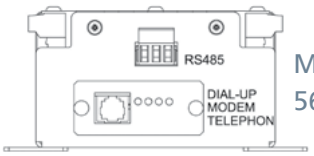
* Required to be selected at time of ordering



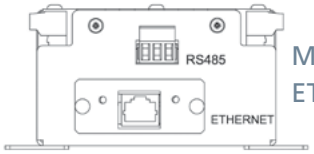
RF MODEM



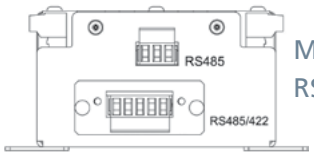
MODEL R2
RS-232 / EXTERNAL
2G/3G MODEM



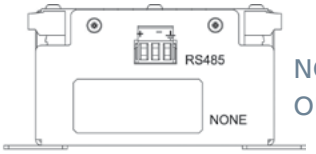
MODEL MOD
56K MODEM



MODEL ETH
ETHERNET



MODEL R4
RS-485



NO COM 2
OPTION

Dimensions

4.2x13x2.3” / 107x331x58mm (HxWxD)

Measurement Parameters*

	Display	Comm.	Alarms
ENERGY MEASUREMENTS (PER SUBMETER)			
Import/export active energy total	■	■	
Import/export reactive energy total	■	■	
Apparent energy total	■	■	
Active, reactive, apparent energy TOU system (6 tariffs)	■	■	
AVERAGE MEASURED VALUES (per feeder)			
Neutral current for 3-phase feeders		■	
L-N voltage per phase	■	■	■
L-L per line	■	■	■
Current per phase	■	■	■
Voltage & current angles per phase	■	■	
kW per phase		■	
kW total per submeter	■	■	■
kVAr per phase		■	
kVAr total per submeter	■	■	■
Power factor per phase		■	
Power factor total per submeter	■	■	
kVA per phase		■	
kVA total per submeter	■	■	■
Frequency	■	■	■
Neutral current for 3-phase submeter		■	

Measurement Parameters*

	Display	Comm.	Alarms
PRESENT DEMAND			
Volts per phase		■	
Amperes per phase		■	
Total kW per submeter		■	
Total kVAr per submeter		■	
Total kVA per submeter		■	
MAXIMUM DEMAND			
Volts per phase	■	■	
Amperes per phase	■	■	
Total kW per submeter	■	■	
Total kVAr per submeter	■	■	
Total kVA per submeter	■	■	
kW, kVAr, kVA per tariff (6 tariffs) per submeter	■	■	
SERVICE			
Self-diagnostic test	■	■	
Password per meter	■	■	
Device serial no.	■	■	
Software version	■	■	
COM1 & CMO2 ID	■	■	
Current direction	■		

* More measured parameters available.
Contact SATEC Sales for more information

Measurement Specifications

PARAMETER	FULL SCALE@ INPUT RANGE	ACCURACY (1)			RANGE
		% READING	% FS	CONDITIONS	
Voltage	V_L=230V	0.3	0.05	184 to 260V	0 to Vmax=600 V
Line current	Instrument HACS I_L=100%	0.5	0.05	1 to 100% FS	0 to HACS primary current. Starting current: 0.1% FS
Active power	2 x Vmax x I_L/1000, kW	0.5S/1(2)	0.02	|PF| ≥ 0.5(3)	-120,000 to 120,000 kW
Reactive power	2 x Vmax x I_L/1000, kvar	0.5S/1(2)	0.02	|PF| ≤ 0.9(3)	-120,000 to 120,000 kVAr
Apparent power	2 x Vmax x I_L/1000, kVA	0.5S/1(2)	0.02	|PF| ≥ 0.5(3)	0 to 120,000 kVA
Power factor	1.0	-	1.0	|PF| ≥ 0.5, I ≥ 2% FSI	-0.999 to +1.000
Active energy		Class 0.5S under conditions as per IEC 62053-22:2003(2)			0 to 99,999,999.9 kWh
Reactive energy		Class 1 under conditions as per IEC 62053-21:2003, |PF| ≤ 0.9(2)			0 to 99,999,999.9 kvar
Apparent energy		Class 1 under conditions as per IEC 62053-21:2003(2)			0 to 99,999,999.9 kVAh

NOTES

(1) Accuracy is expressed as (percentage of reading + percentage of full scale) ± 1 digit. This does not include inaccuracies introduced by the user's potential and current transformers. Accuracy calculated at 1-second average.

- Specifications assume: voltage and current waveforms with THD ≤ 5% for kvar, kVA and PF; reference operating temperature: 20°C-26°C.
- Measurement error is typically less than the maximum error indicated here.

(2) Class 0.5S accuracy (BFM136), Class 0.5S (HACS), Class 1 (Total)
(3) @ 80% to 115% of voltage FS and 1% to 100% of current FS
FSV—voltage full scale
FSI—current full scale

Technical Specifications

Input Ratings

PARAMETER	VALUE
Nominal frequency	50/60Hz
AC VOLTAGE	4 wires: 3 phases + neutral
Maximum Line to Neutral voltage	320V
Maximum Line to Line voltage	552V
Burden per phase	<1.5W
Isolation	2.5 kV RMS, 60Hz, 1 min Impulse 6kV
PT ratio	1-6500
AC CURRENT	36 current circuits
Nominal current	50% of HACS Rating
Maximum input direct current	100% of HACS Rating
Maximum momentary overcurrent	3000% of HACS Rating
Burden per phase	< 0.1VA
Isolation	2.5 kV RMS, 60Hz, 1 min
Primary current	1-10000A
HARDWARE	
LCD display	2 Rows, 16 digits in each
Push buttons	4
Non-Volatile Memory storage life	20 years
RTC storage upon loss of power	24 Hours minimum, 1 Week typical
Voltage inputs terminal	10 AWG Max.
Weight	1.85 Kg

Environmental Conditions

Operating Temperature	-20°C to 60°C (-4°F to 140°F)
Storage Temperature	-25°C to 80°C (-13°F to 176°F)
Humidity	0 to 95% non-condensing

Standards Specifications

Accuracy

IEC 62052-11: 2003
IEC 62053-22: 2003 Class 0.5S
ANSI C12.20-1998 Class 0.5

EMC (Electromagnetic Compatibility)

EN 61000-3-2: 2000
Limits for harmonic current emissions

EN 61000-3-3: 1995
Limits of voltage changes, voltage fluctuations and flicker

IEC 61000-4-2: 1995 (Electrostatic Discharge)

IEC 61000-4-3: 2002 (Radiated Field)

IEC 61000-4-4: 1995 (Fast Transient)

IEC 61000-4-5: 1995 (Conductive Surge)

IEC 61000-4-6: 1996 (Conductive Disturbance)

IEC 61000-4-11: 1994 (Voltage Dip/ Interruption)

Safety

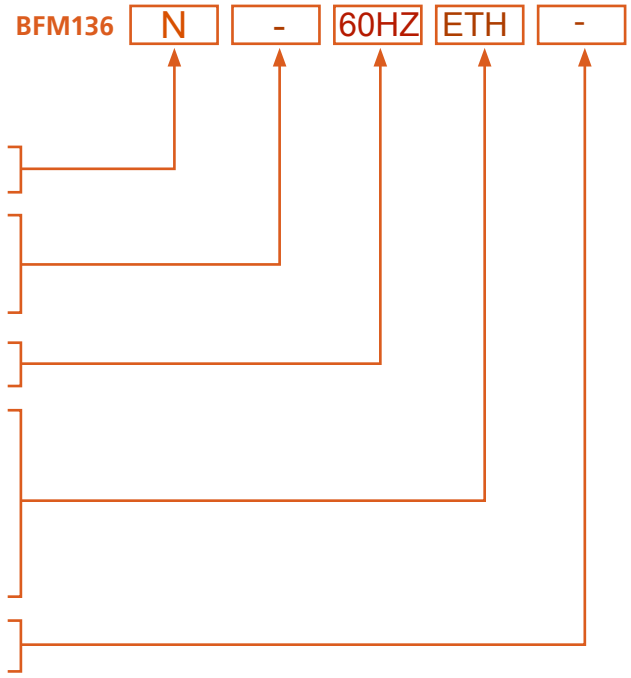
UL 61010-1-2003

Authorized Labs—Approvals

UL: Listed for the US & Canada
NY State/NY City PSC
MET Labs
CE
ISO
VNIIMS

BFM136 ORDER STRING

MODEL	
BFM136 Branch Feeder Monitor	BFM136
OPTIONS	
VOLTAGE CONNECTION	
Wye Network (UL listed)	-
Delta or Wye Network	N
CURRENT	
100A or higher High Accuracy Current Sensors (HACS). Requires ordering of up to 36 HACS	-
5A split core remote high accuracy current sensor (HACS). Requires ordering of up to 36 CS05S	RS5
FREQUENCY	
50 Hz	50HZ
60 Hz	60HZ
COM2 SECOND COMMUNICATION PORT	
None	-
RS-232	R2
RS-485	R4
Dial up MODEM	MOD
Ethernet (TCP/IP)	ETH
RF (please contact SATEC for details)	RF-x-y
2G GPRS External Module	GPRS
2G/3G External Module	R3G
SEAL	
No Terminal Seal (Standard)	-
With Terminal Seal	S



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sales@satec-global.com.au

expertpower™

SATEC
Powerful Solutions

Energy Management System (EMS)

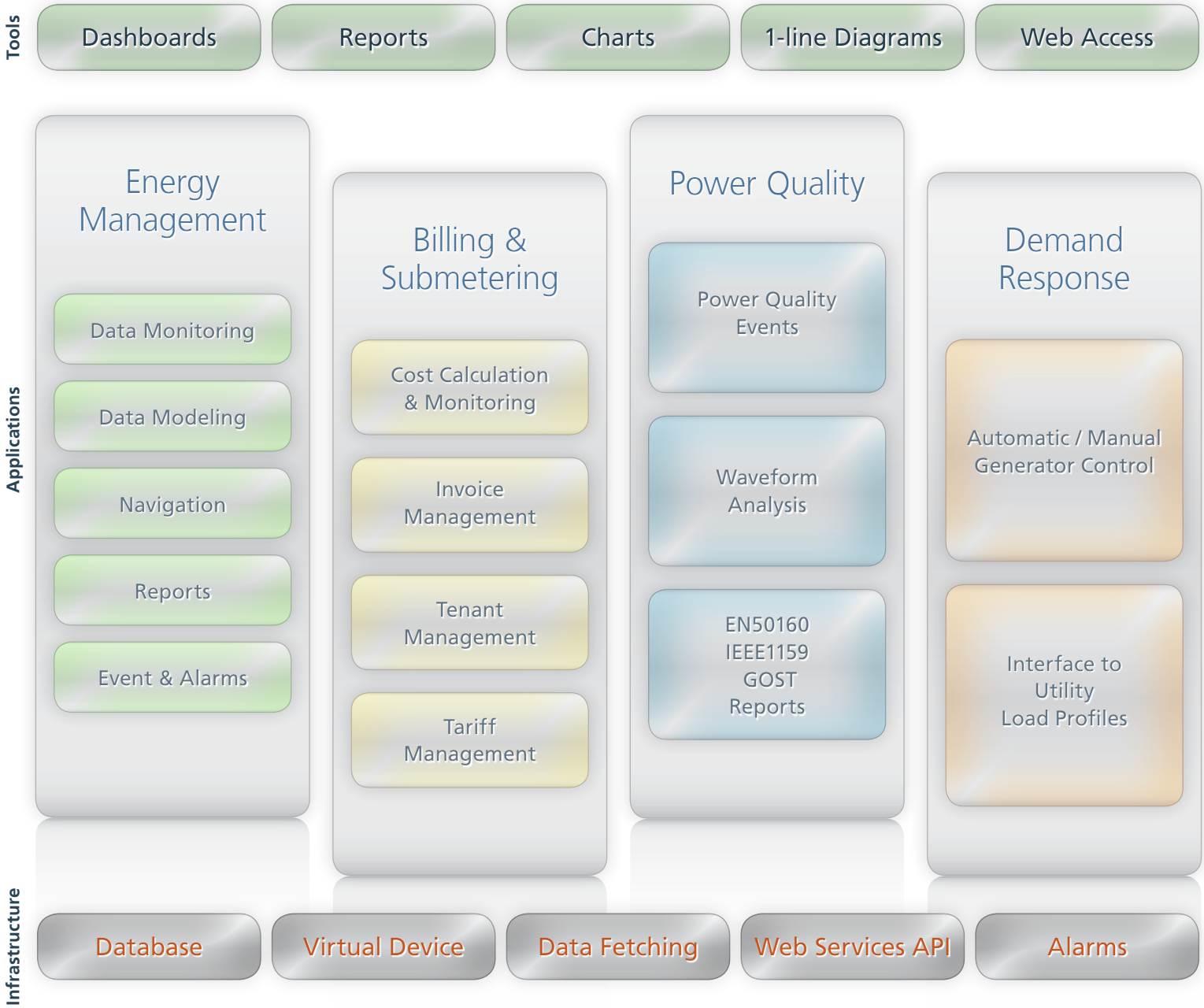
Comprehensive Power Quality Analysis

Customer Billing and Invoicing

expertpower™ at a Glance

eXpertPower™ software solution provides comprehensive energy management, billing, demand response, Power Quality analysis and generator control. eXpertPower™ is available either as an on-line service (Service Edition) or as a stand-alone package (Pro Edition). SATEC's complete solution includes our wide range of analyzers combined with eXpertPower™ software, providing the information and analytics to improve the efficiency, reliability, security and profitability of our customers' energy system.
eXpertPower™ uses a standard web browser as user interface, for both local installation and Internet remote installation. This reduces the total cost of ownership (TCO) by eliminating the need for training and special client hardware and software.
With eXpertPower™ Service, there is no need for server hardware and software or on-site IT experts, while the standalone Pro version reduces monthly charges.

With installations of over 10,000 managed devices at one site, eXpertPower™ is the most powerful energy management solution in the market. Its scalability allows you to start with small installations and to expand as your business grows.



Main Features

Data Collection

- Automatic data collection from energy meters (electricity, water, gas etc.), Power Quality analyzers and substation automation controllers
- Complex calculations from two or more devices
- Easy configuration of new devices, communication server and Modbus mapping

Presentation

- View all data in your browser—no software installation, no employee training
- Customized dashboards, single line diagrams with real time data, graphs with status indications (color, icon)
- Multi-user, multi-security level

Historical information

- All data is logged in the database
- Graph any parameters
- Monitor trends to identify potential problems

Reports

- Manual, automatic or scheduled reports
- Preconfigured or customized reports
- HTML, Export to MS Excel and PDF formats

Alarms and Events

- Multi-level thresholds for complex criteria
- Messaging, emails and SMS alarms
- Log all alarms
- Request user acknowledgement

Connectivity & Interoperability

- Integrate all energy management, automation system and billing into one web based system
- Built-in data export to different formats (Excel, PDF etc.)
- Web interface optional module allows integration with third party enterprise applications (BMS, SCADA, ERP, CRM, Accounting)

Architecture

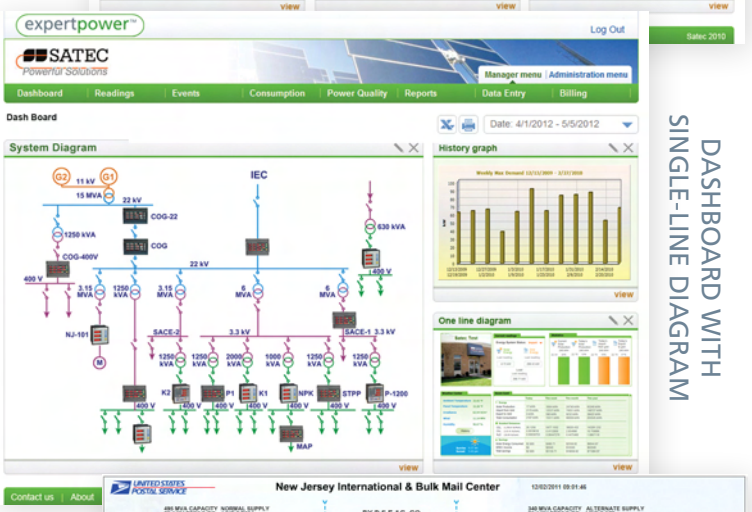
- Complete web based design with multi-browser support (Internet Explorer, Firefox, Chrome, Opera, Safari)
- Grow as you go architecture—from single device to thousands
- Distributed servers—support for server virtualization technologies such as VMWare
- Local or remote MS-SQL database
- Supports express, standard and enterprise MS SQL editions

Energy Management & Power Monitoring

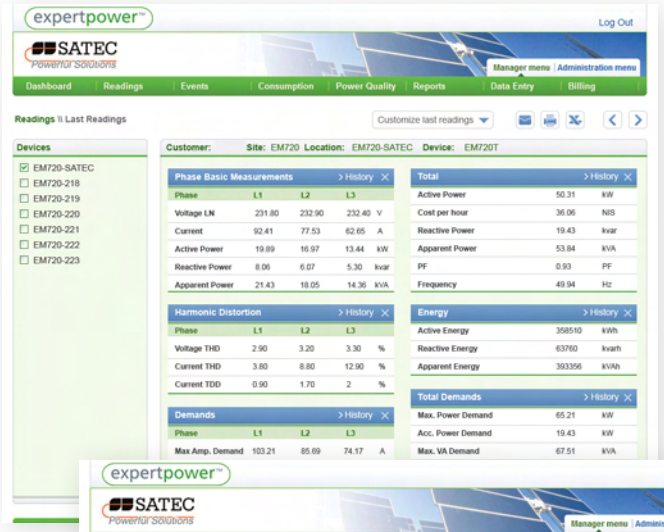
Allows monitoring your power and energy consumption in complex sites.

- Collects data from SATEC and other Modbus products
- Single-line diagrams with real time data updating
- Graphic maps, icons and color status indications
- Virtual devices—real time calculations such as summation, subtraction and more
- Historical data, trends and detection allow for identifying unnecessary load operation
- Advanced compare wizard— to select multiple devices, parameters and time periods
- Fully user-editable customized dashboards for each user

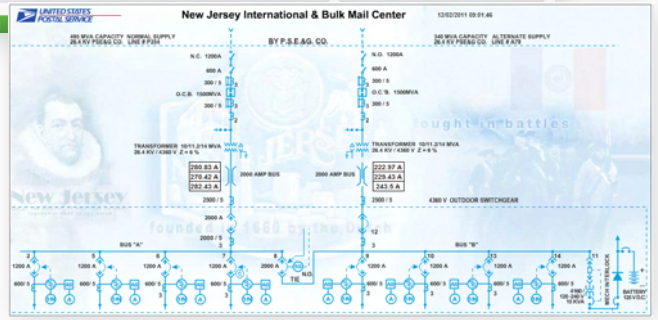
DASHBOARD



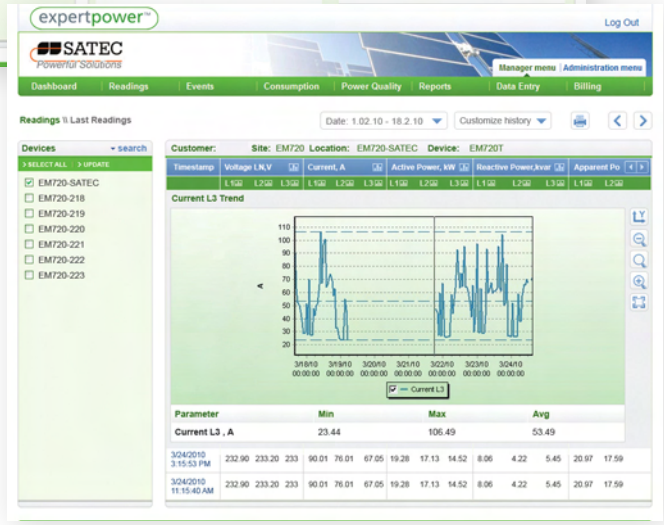
DASHBOARD WITH SINGLE-LINE DIAGRAM



TABLES



SINGLE LINE DIAGRAM



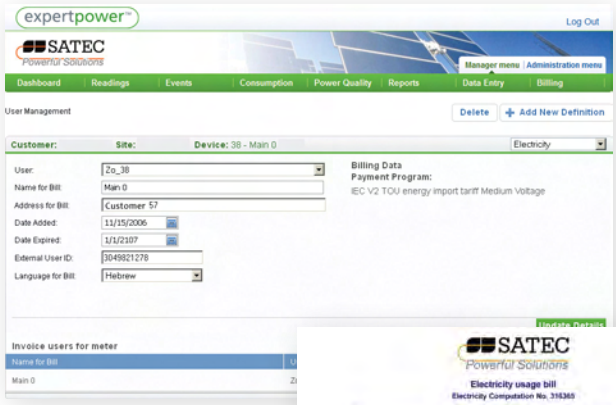
GRAPHS

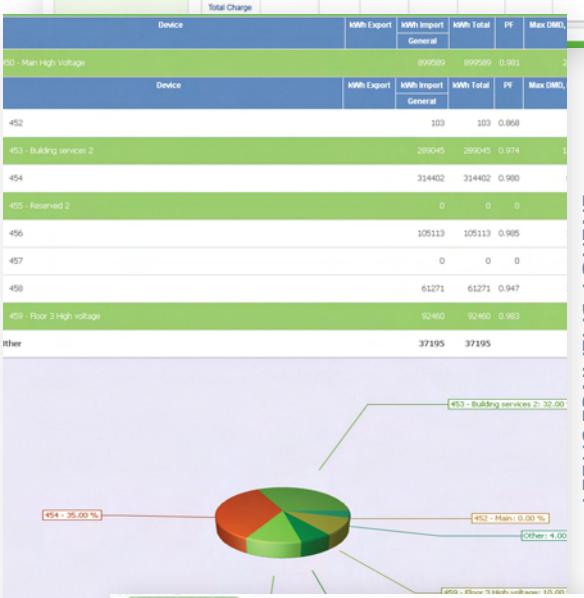
GEOGRAPHIC MAPS

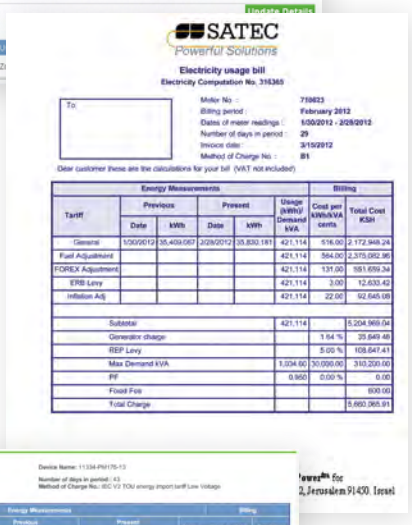
Billing & Subtenants

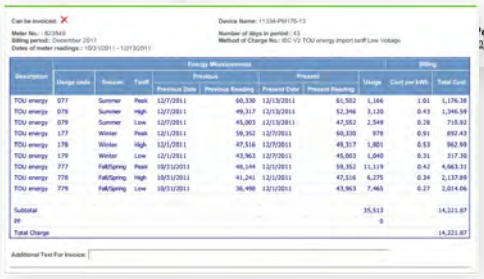
Enables monitoring the consumption of sub-tenants and manage the billing process.

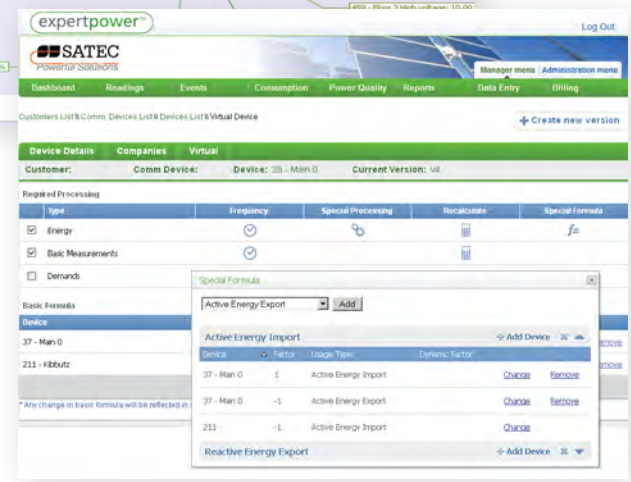
- Dynamic tariff definition including prices, usage and seasons
- Accurate cost calculation
- Complete submetering solution
- Tenants management
- Flexible invoicing options
- Invoice comparison





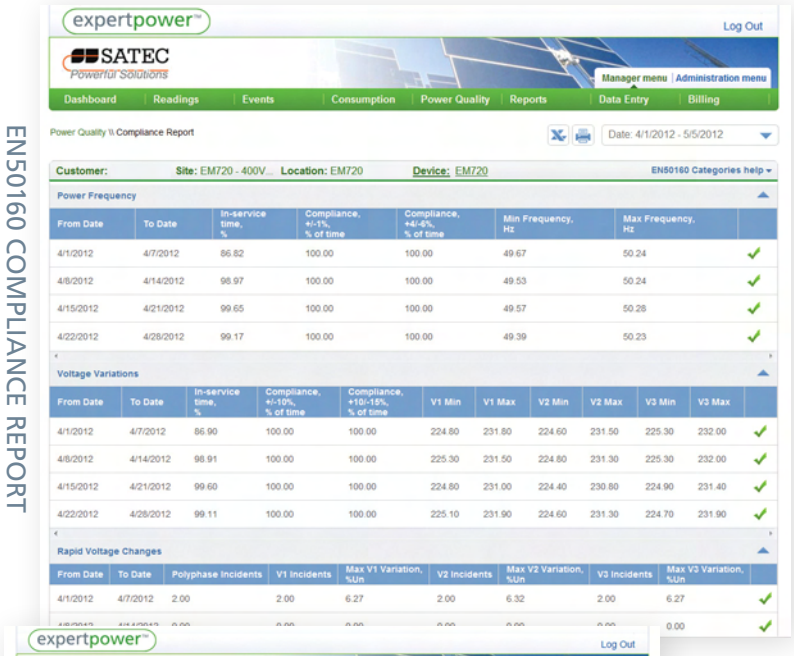




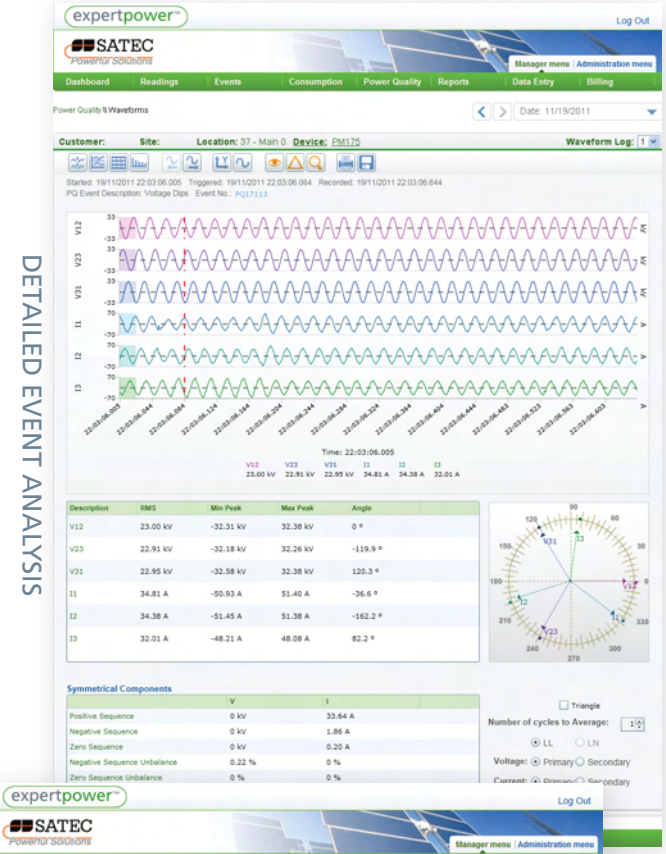


Power Quality

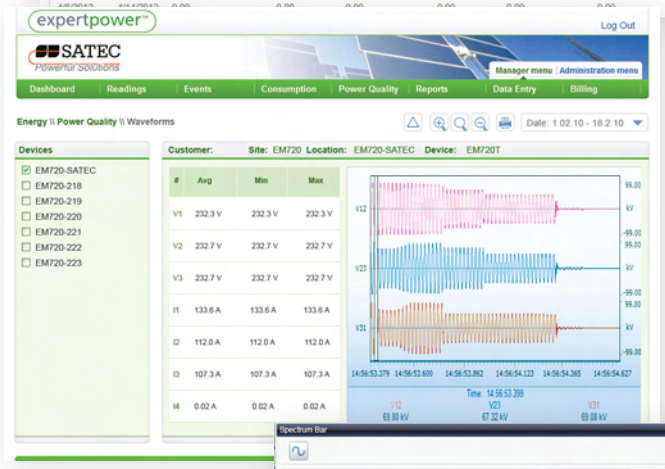
- Compliance reports to international standards (EN50160, IEEE1159, GOST 13109) or customer contract
- Accurate harmonics measurement, including THD, TDD, K-Factor, Crest Factor, harmonic power/direction and symmetrical components
- System-wide events, waveform and phasor plotting



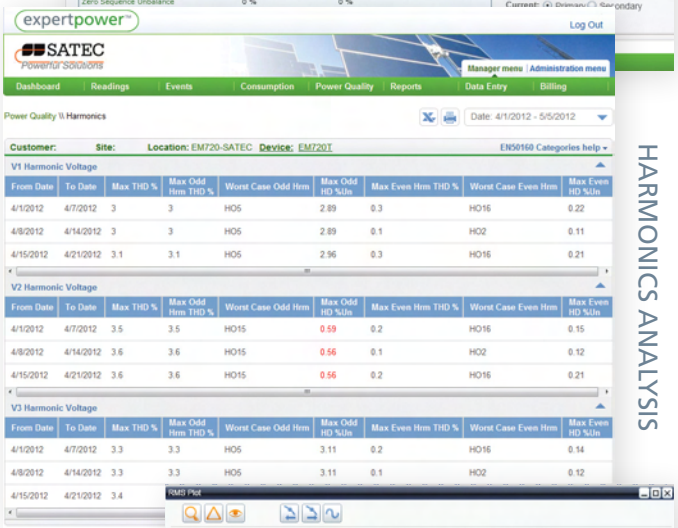
EN50160 COMPLIANCE REPORT



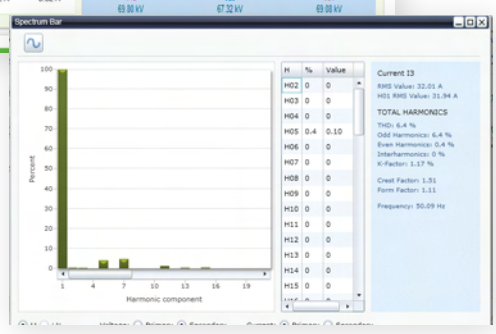
DETAILED EVENT ANALYSIS



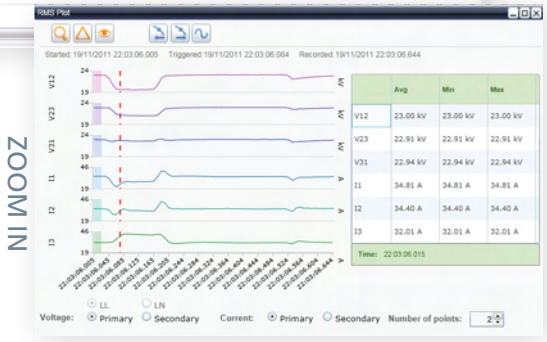
MULTIPLE SYNCHRONIZED WAVEFORMS



HARMONICS ANALYSIS



EN50160 HARMONICS REPORT



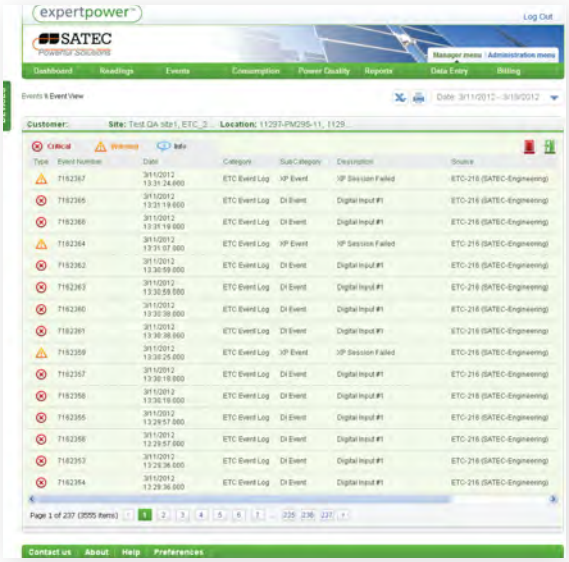
ZOOM IN

Demand Response & Smart Grid

- Automatic and manual operation of generators to reduce peak demand according to schedule, incentives and availability
- Power stations load management, production tracking, consumption monitoring with out-of-plan usage and production
- Control of substation automation bay controllers

GRID MAP

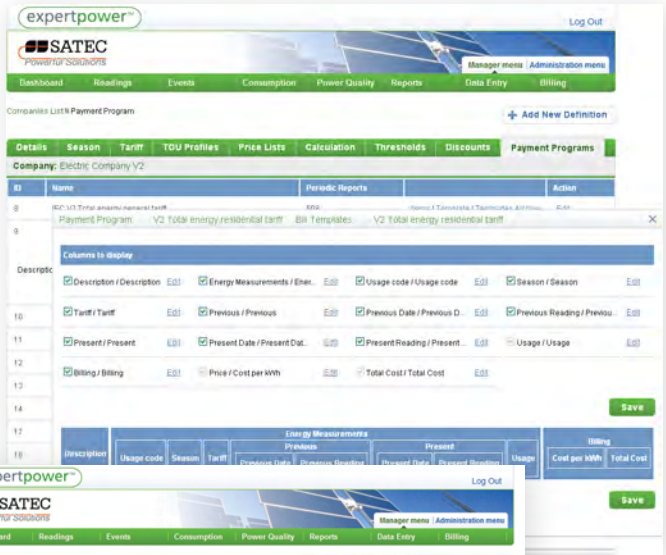
DEMAND RESPONSE

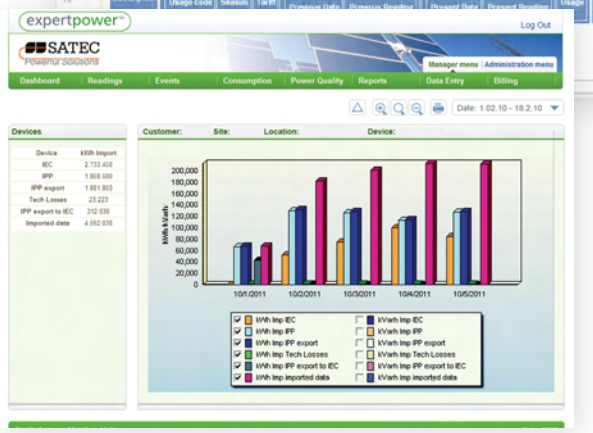


Power Plant Management

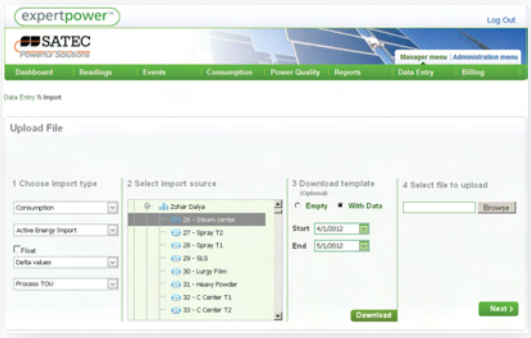
- Predict customers' consumption, generate daily production plans based on different algorithms, send/get daily production data from a CDC (Central Dispatch Center)
- Manage power plant statuses such as: availability, startup duration, interruptions, outage and more
- Data validation flows
- Energy and cost balance calculations based on import & export energy, operational parameters, plant statuses and different tariffs
- Complete billing solution, including invoices and a large set of configurable billing reports and tariffs

BILLING





DATA COMPARISON



DATA IMPORT

Applications & Case Studies

Commercial

Commercial Buildings | Shopping Centers

Universities | Hospitals | Hotels

Chain Stores | Residential Buildings

ENERGY EFFICIENCY & COSTS

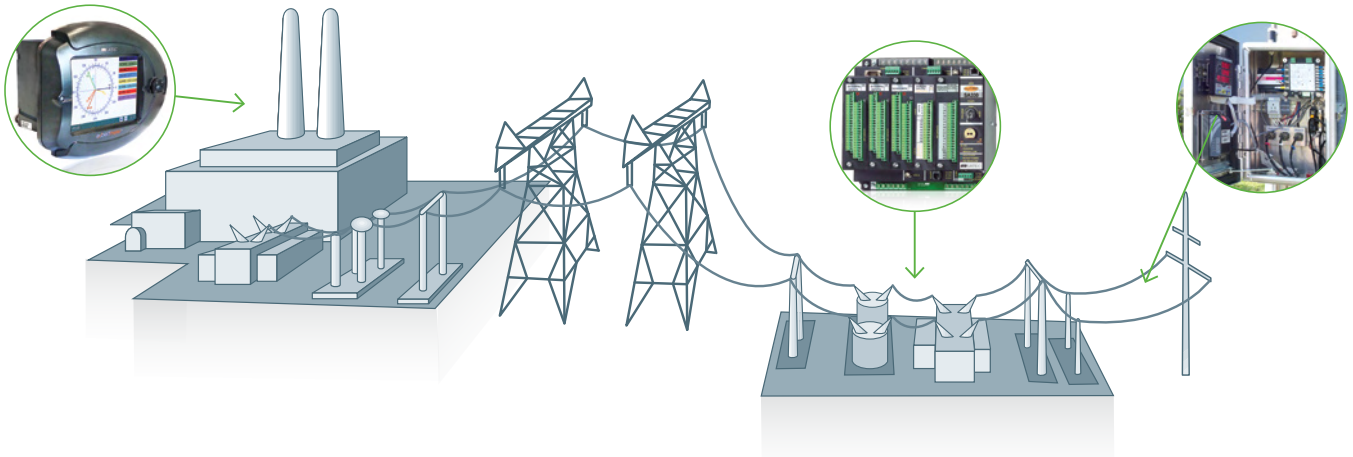
- Reduce energy consumption
- Reduce surcharges and penalties (power factor, peak demand, etc.)
- Initiate corporate level saving plans
- Increase green star rating

SUBMETERING & BILLING

- Complete billing solution for reselling energy (electrical, water, gas and air condition) to sub-tenants
- Web access for tenants, to view their bills and on-line data

POWER RELIABILITY

- Proactive maintenance for maximum system availability
- Analyze demands to help utilizing existing infrastructure and prevent over design



Utilities | Smart Grid | Renewable

Generation | Power Plants

Transmission | Distribution | Smart Grid

Renewable: Solar | Wind | Waste Water

SMART GRID

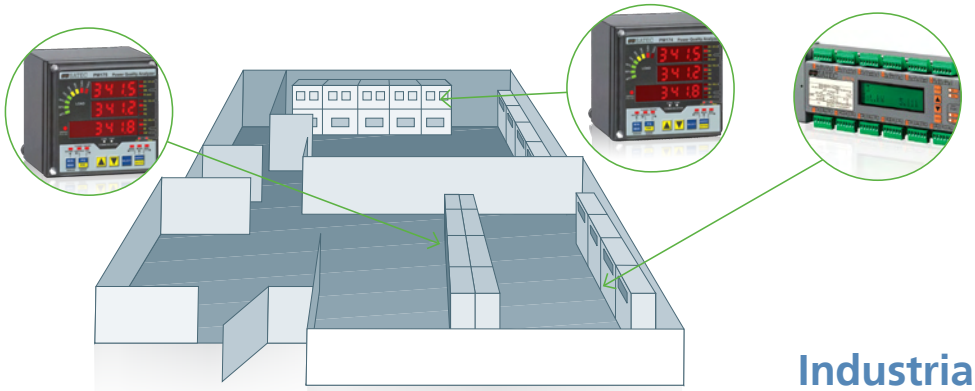
- AMR/AMI complete solution including billing
- Comprehensive substation automation
- Monitor and reduce energy losses

POWER QUALITY

- Analyze source of Power Quality issues to allow isolation
- Manage customers' Power Quality

NETWORK SECURITY

- Proactive maintenance for maximum system availability
- Analyze demands to help utilizing existing infrastructure and prevent over design



Data Centers

ENERGY EFFICIENCY & COSTS

- Reduce energy consumption
- Reduce surcharges and penalties (power factor, peak demand, etc.)
- Initiate corporate level saving plans

SUBMETERING AND BILLING

- Complete billing solution for reselling energy to customers at cabinet or even computer resolution
- Web access to customers to view their bills and online data
- Power reliability
- Proactive maintenance for maximum system availability
- Analyze demands to help utilizing existing infrastructure and prevent over design

Industrial

Process Industry

Semi-Conductors

Pharmaceutical

Process Industry

Mining

Automotive

ENERGY EFFICIENCY & COSTS

- Reduce energy consumption
- Reduce surcharges and penalties (power factor, peak demand etc.)
- Initiate corporate level saving plans

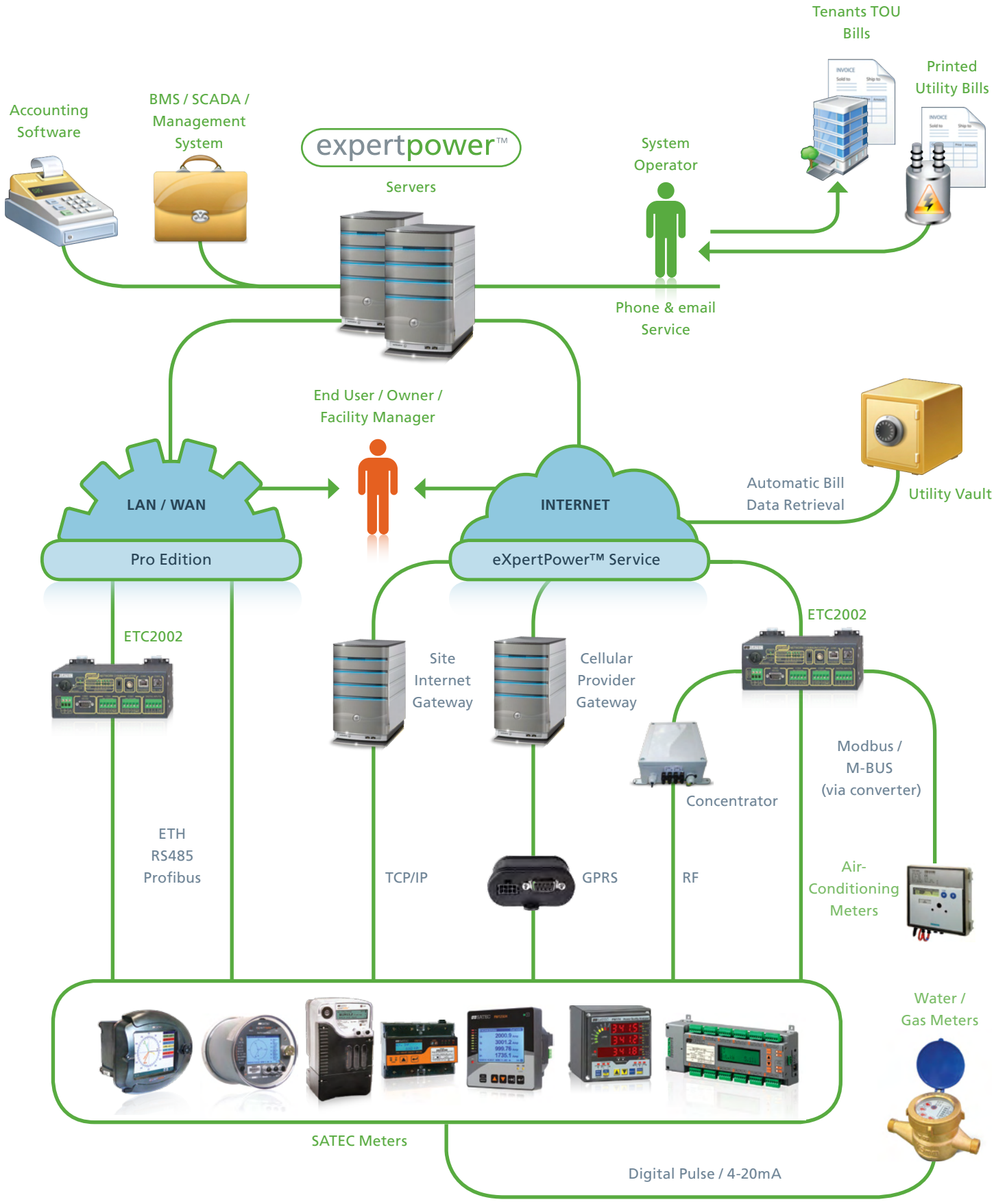
POWER RELIABILITY

- Proactive maintenance for maximum system availability
- Analyze demands to help utilizie existing infrastructure and prevent over-design

POWER QUALITY

- Effectively monitoring Power Quality to prevent failures
- Verify the quality of the supplied voltage
- Compliance report according to international and local regulation

System Structure



Service or Pro Edition?

eXpertPower™ is offered in two versions: Service and Pro edition. In the Service model, SATEC owns and manages the servers, and is responsible for configurations, backups, etc. In the Pro edition, the customer owns the servers and all the operation of the system while SATEC provides support when required according to agreed SLA. The great advantage of the Service edition is that it saves the customer software installation, expensive computer purchases and upgrades; and the system is continuously managed by SATEC. The benefit of the Pro edition is that the information remains inside the organization. The Pro edition may be used in a local area network or over the Internet (requires static IP addresses).

Both editions may require setup, customization and configuration, such as graphic screens and tariff building (if your utility tariff is not already among the many tariffs we already support, we will carefully analyze the tariff and configure the software accordingly).

Service Edition Licensing

In the Service edition data services are rented as follows:

ONE TIME CHARGES

Basic setup fee for setting the account and communication plus optional configurations (graphic screens, single line diagrams etc.)

MONTHLY CHARGES

The monthly charges are per device (for BFM136 it is per load):

- **Basic data**: access all your data with update rate of 6 minutes or slower
- **Power Quality**: if your device has Power Quality information, you may want to add this option to see it. This is an add-on—must have basic data
- **Frequent readings**: for places where the 6 minute update rate is not fast enough, we allow up to 2 minute update rate
- **Virtual device**: calculation of metering point without having physical devices, such as summing parallel transformers (basic data only—no Power Quality).
- **Billing service**: issue monthly bills (in PDF format) based on meter data, providing help desk for your customer questions and on-site technical assistance (not offered in some countries). This is an add-on—must have basic data or Virtual device.
- **Generator control**: automatic activation of backup generators according to utility incentives to reduce peak demand

Pro Edition Licensing

In the Pro edition the software is purchased (with optional modules); device and user licenses can be added as follows:

OPTIONAL MODULES

In addition to the basic functionality we offer billing, web services, demand response and power plant management modules.

DEVICE LICENSE

There are three device licenses. Each license allows communication to one device as follows:

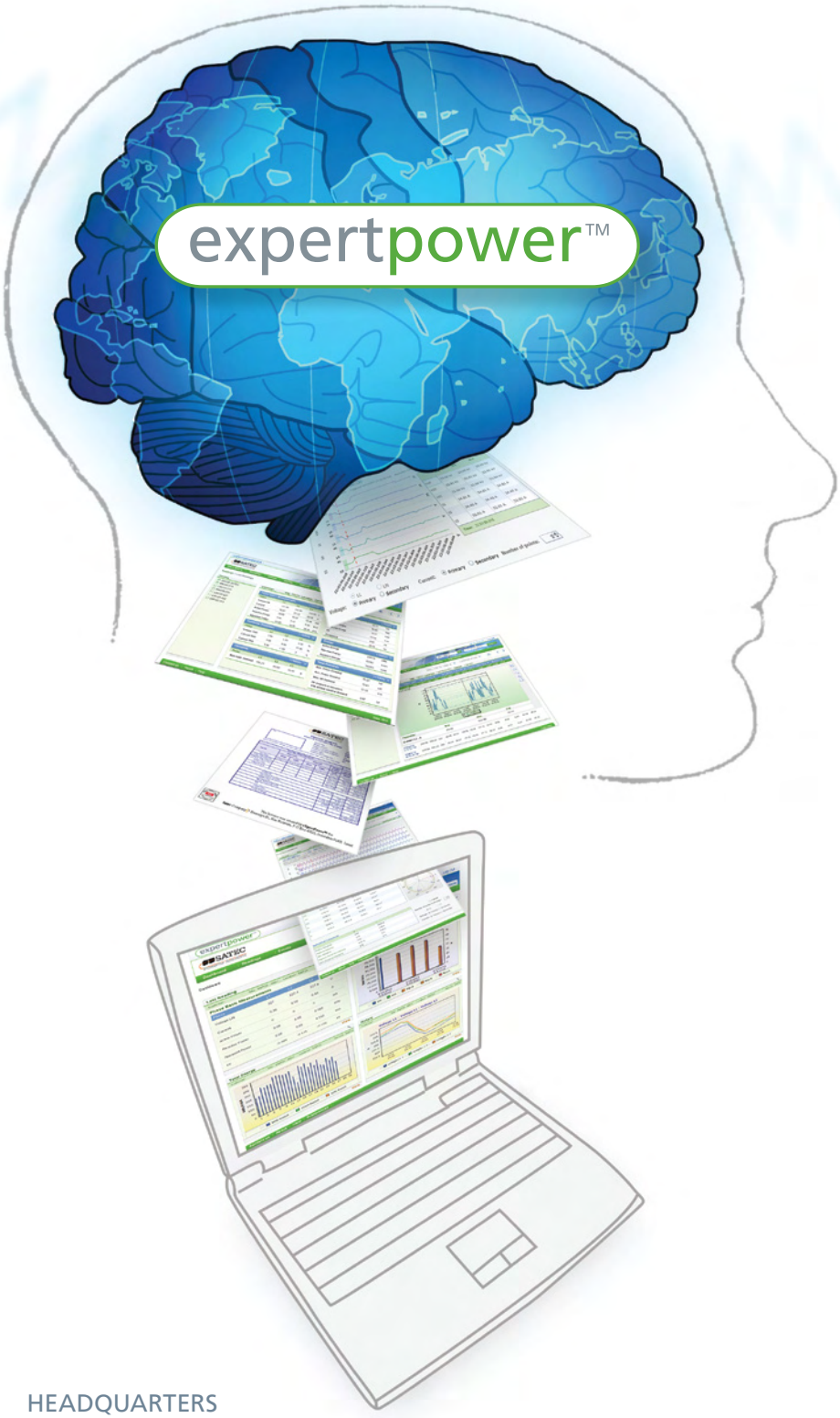
- **Basic meter license** (order code LIL): supports EM132, EM133 and PM130 PLUS Series
- **Mid level meter license** (order code LIM): supports PM172, 3rd party devices and virtual devices
- **Power Quality multi-feeder license** (order code LIH): supports all Power Quality devices (automatically enables Power Quality options) and BFM136 (one license per BFM136, regardless of number of channels used)

BILLING LICENSE

Generation of a bill requires billing license per bill. Each bill requires a license (i.e., a BFM136 connected to 3-phase loads will require 12 licenses; a PM130EH PLUS that monitors a water meter with digital input would require 2 licenses).

LICENSING PER CONNECTION/USER

The basic package allows installation of the software on one computer (the server) and setting up to 10 users. For accessing the data from another computer, a user license is necessary (order code LIU). Each LIU allows additional 10 users and 1 simultaneous connection (i.e., Basic plus 2 LIUs allows 30 user names and access from two computers at a time).



HEADQUARTERS

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BB0157 REV.A1

EXHIBIT 3
Example of Potential Savings to Residents

228 EAST THIRD STREET, NEW YORK, NY 10009 PHONE 212.473.5940 FACSIMILE 212.473.6232

TIPS FOR REDUCING YOUR ELECTRICITY BILLS!

1. If you're not using it, turn it off: lights, televisions, video games, radios, and other appliances

Example: Turn off a 22 watt compact fluorescent light (CFL) and your 55" LED TV off for three extra hours per day and you'll save about $20/year

2. Your cable box uses energy even when it's off; if you're not using the TV, turn the cable box off at the wall using a power strip until the lights on it go off

Example: Turn off your cable box at the wall for the 8 hours you're asleep and the 8 hours you're at work and you'll save about $21/year/box

3. Computer screens use the most energy of your computer; program the screen to go dark when you don't use it

Example: If you program your computer that you never shut off to go into "sleep Mode" and it does it on average about 18 hours per day, you'll save about $65/year

4. Change your lights to "Light Emitting Diodes" or "LED" lights. They use much less energy and last much longer.

Example: If you change your 60 watt incandescent bulb or your 23 watt CFL to a 9 watt LED and you have it on four hours per day, you'll save $9/year with CFL and $13/year with LED!

5. Try not to use electric heaters – they are very expensive to run, and can be a fire hazard.

Example: If you typically use an electric heater (1000-1500 Watts) for 2 hours per day from December through February, and you stop doing it, you'll save $20-$30/year.

6. All appliances that generate heat like irons, toasters, toaster ovens, etc. should be unplugged when not in use.

Example: This is mostly a safety precaution, but some older models, even when off, use a small amount of electricity known as a "trickle charge".

7. Don't buy a big air conditioner, buy one that's sized for your room. To size one perfectly for your room watch this video: https://www.youtube-nocookie.com/embed/pOWtTmHHlmY

Example: In your bedroom that is 12'x12' and you only use the A/C for 8 hours per night for 40 days per year, if you buy a properly sized 5000 Btu unit instead of an 8000 Btu unit you could save $11/year; but you have you're a/C on a lot more than that, don't you?

8. Unplug computer, phone, tablet, and other chargers, (and maybe your internet router) or plug them all into one power strip and shut them all off when you leave.

Example: If you turn all of these chargers and devices off 12 hours/day you'll save about $5-10/year

9. If you have a small 6 cubic foot or smaller refrigerator for beer, wine, or other purposes, try not to use it unless your larger refrigerator is full. That little refrigerator uses as much electricity, or sometimes more, than your big one!

Example: If you don't need that little fridge and you stop using it except for fourteen 24-hour periods each year (two weeks), you could save $35 to $70 per year!

# # #

Note: These numbers assume a conservative NYC price for electricity of 18 cents per kilowatt hour ($.18/kwh). And were researched with information from www.energystar.gov and manufacturer's information.

EXHIBIT 4
Tenants' rights under the Home Energy Fair Practices Act (HEFPA)

This Exhibit contains a tri-fold brochure synopsis of HEFPA that will be given to all tenants and the full document that will be available to tenants upon request

Denial of Application

If the utility denies your application, it has to send you a notice within three business days of your date of application, informing you of the reasons for the denial, the steps you must take to obtain service, and your rights to a PSC review of the denial.

Billing When to Pay

Most utility bills are to be paid upon receipt. A payment is overdue 23 days after the bill is mailed to you. If you pay after that, your utility can require you to pay a late payment charge.

How to Pay

Most utilities prefer that you pay your bill by mail.

Balanced Billing

A balanced, or levelized, payment plan helps even out bills; this payment plan does not reduce your overall energy expenses for the year, but it does help you manage your budget

Estimated Billing

In certain circumstances, your utility will send you an estimated bill, based on your previous usage. If your utility has sent you estimated bills for a period of four months, it must take additional measures to obtain an actual reading, such as making an appointment to gain access to the meter at a time other than normal business hours, or asking you to read the meter. Utility personnel who come to your residence to read the meter are required to carry photo-identification badges.

Deposits Conditions Where Deposits May be Required

As a residential customer, you may be required to pay a deposit to your utility. But The utility has to warn you in writing, 20 days in advance, that if you do not make a timely payment it may require you to pay a deposit. If you are required to pay a deposit, it cannot be more than twice the average monthly bill (or twice the estimated average monthly heating season bill. Utilities have to pay interest on your deposit money.

Service Termination Termination for Non-Payment

If you fail to pay overdue bills, your utility may turn off your service after it has given you notice in writing that it plans to shut off your service, and has waited 15 days to allow you an opportunity to pay the overdue bill or make a payment agreement on the overdue amount. If you have not paid a bill, payment agreement installment or deposit payment, your utility must send you a Final Termination Notice before it can turn off your service.

Landlord Problems

If you live in an apartment building and your landlord fails to pay the utility bill for the building, your utility has to notify you of the landlord's non-payment. The notice will tell you how to contact your utility so that it can help you and other tenants work out a way to avoid service disconnection

Special Protections

Special protections are available for consumers with medical emergencies; or who are elderly, blind or disabled; and to all consumers during the cold weather period between November 1 and April 15

Medical Emergencies

When your utility is notified by your doctor or the local Board of Health that a medical emergency exists which will be aggravated by the lack of utility service, it has to keep your service on for 30 days. If utility service is required to operate a life-support system, the doctor's certificate remains effective unless terminated by the PSC.

Elderly, Blind or Disabled

If your utility is aware that you and all adults living with you are 62 years of age or older, blind or disabled, it will make special attempts to contact you by phone or, if necessary, in person, at least three days before a scheduled service shut off in order to help you keep your utility service on.

Cold Weather Protections - November 1 to April 15

During the cold weather period of November 1 to April 15, your utility has to make special efforts to determine if disconnection of your heat-related service will cause a problem to your health and safety. It will attempt to contact you or another adult by phone or in person.

Deferred Payment Agreements Agreement Terms

If you have a financial problem that prevented you from paying previous bills, you can make a deferred payment agreement, which will allow you to pay the overdue amount in reasonable installments.

Down Payments

Based on your financial circumstances, the agreement between you and your utility may provide for any size down payment or no down payment at all.

Broken Agreements

If you fail to make timely payments on your payment agreement, your utility can cancel the agreement and take action to have your service shut off.

Third Party Notification

As a residential customer, you can select a "third party," such as a relative or friend, to receive all notices relating to service termination or other utility credit actions relating to your account, provided that the third party agrees in writing to accept those notices.

Shared Meter Conditions

A Shared Meter Condition is a situation in which a utility meter is providing gas, electric or steam service to a tenant's apartment as well as service to space outside that dwelling. If a Shared Meter Condition exists, then the utility must establish an account in the landlord's name until the condition is corrected.

Delayed Billing

If you never received a bill for service you received over six months ago, the utility cannot now bill you for that service, unless the delay in billing was not caused by its

negligence or was caused by your actions. Your utility will explain to you in writing the reason for any rebilling of a bill sent more than a year ago.

Late Payment Charges

If 20 days have passed since a bill payment was due and you have not paid your bill, the utility can add to your next bill a late payment charge which is 1.5% per month on the unpaid balance of your bill. You are not responsible, however, for late fees on amounts in dispute with the utility or the PSC while that dispute is being investigated.

Complaints

If you doubt the accuracy of any bill or deposit amount, or have a service problem, you can call your utility and complain about it. If your complaint involves a financial matter, your utility service cannot be disconnected for non-payment of that disputed amount while the complaint is being investigated and for 15 days after the decision on the complaint has been made by your utility. However, if you owe an amount other than the disputed amount, your utility can take action to terminate your service for non-payment of the undisputed amount.

Contacting the PSC

Remember: If you have a problem or complaint, call your utility first, as soon as you are aware of the problem. Only call the PSC if you are unable to resolve your problem with your utility.

- If you are dissatisfied with your utility's decision on your complaint, you can appeal to the PSC to review that decision. You can contact the PSC by writing to:

NYS Department of Public Service
Consumer Services Division
3 Empire State Plaza
Albany, NY 12223

- or call our toll-free HELPLINE, 1-800-342-3377 between * 8:30 a.m. and 4:00 p.m. on business days , for PSC staff assistance if you have complained to a utility concerning your electric, natural gas, steam, water or telephone service and are not satisfied with the utility's response. If your service has been, or is about to be, terminated for non-payment, you can call our special toll-free Emergency HOTLINE, 1-800-342-3355 between 7:30 a.m. and 7:30 p.m . on business days for PSC staff assistance if a utility has terminated, threatened to terminate, or refused to provide residential electric, natural gas or steam service.
  * If you call either the HELPLINE or the HOTLINE after these scheduled hours, a recorded announcement will say the office is closed and tell you when the office will reopen.
- or visit our Complaint Department .

THE FULL VERSION OF YOUR RIGHTS UNDER THE HOME ENERGY FAIR PRACTICES ACT (HEFPA) IS AVAILABLE AT THE LESPMHA OFFICES DURING REGULAR BUSINESS HOURS, 9am-5pm MONDAY THROUGH FRIDAY, AT 221 E. 3rd STREET, BETWEEN AVENUES B & C, OR BY CALLING THE OFFICE AT 212-473-5940 AND REQUESTING THAT WE SEND YOU A COPY BY MAIL.

Consumer Guide:Your Rights as a Residential Gas, Electric or Steam Customer under HEFPA

The Home Energy Fair Practices Act (HEFPA) rules give you responsibilities as well as rights in dealing with the utility that provides your natural gas, electric or steam service. This PSC Guide describes the highlights of those rules, and lets you know how you can get help when you feel your rights have been violated.

PLEASE NOTE THAT THE FULL PRINTED VERSION OF THIS IS AVAILABLE IN THE LESPMHA OFFICE AT 228 E. 3rd STREET.

Application for Service: Refusal to Provide Service

In most situations, when you apply for service verbally or in writing, the utility will provide service to you within five business days of receiving your application. However, the utility can refuse to provide service if you owe money on a previous account in your name.

Delays in Providing Service

Your utility is excused from providing service within the five day time period for some, but not many reasons. In such cases, the utility will provide service as soon as possible after the problem is resolved.

Written Applications

You can apply for service verbally; however, the utility can require a written application if, at your residence, there is an amount owed from a previous account, the meter has been tampered with, the meter reading has advanced since the last customer left, or the application is made in your name by someone other than yourself.

Consumer Guide:Your Rights as a Residential Gas, Electric or Steam Customer under HEFPA

The HEFPA rules give you responsibilities as well as rights in dealing with the utility that provides your natural gas, electric or steam service. This PSC Guide describes the highlights of those rules, and lets you know how you can get help when you feel your rights have been violated.

Application for Service
Refusal to Provide Service

In most situations, when you apply for service verbally or in writing, the utility will provide service to you within five business days of receiving your application. However, the utility can refuse to provide service if you owe money on a previous account in your name, unless one of the following situations applies to you:

- you pay the amount you owe in full;
- you make a payment agreement to pay off the amount you owe in installments over time (see Deferred Payment Agreements below);
- you have a pending billing complaint with the utility concerning the amount which has not been paid;
- you receive or have applied for public assistance, Supplemental Security Income or additional State payments, and the local social services office has agreed to pay for amounts owed on your previous account and agreed to provide the utility with a guarantee of future payments on your new account; or
- the PSC directs the utility to provide you with service.

Delays in Providing Service

Your utility is excused from providing service within the five day time period for any one of the following reasons:

- for safety considerations;
- where prevented by a labor strike or by law;
- where prevented by physical problems such as weather conditions, incomplete construction or access difficulties;
- where you have not paid, or agreed to pay, for lawfully required line extension costs; or
- where you have failed to comply with requirements of rights-of-way, gas insulation and/or underground line requirements.

In such cases, the utility will provide service as soon as possible after the problem is resolved.
Written Applications

You can apply for service verbally; however, the utility can require a written application if, at your residence, there is an amount owed from a previous account, the meter has been tampered with, the meter reading has advanced since the last customer left, or the application is made in your name by someone other than yourself. For a verbal application, you are only required to provide your name, address and telephone number and the address and account number of any prior account.

If a written application is requested, the utility can also require reasonable proof of your identify (such as a driver's license or credit card) to validate your name and prior address; and proof of responsibility for service at your residence (such as a lease, deed, bill of sale or other document).

Denial of Application

If the utility denies your application, it has to send you a notice within three business days of your date of application, informing you of:

- the reasons for the denial;
- the steps you must take to obtain service; and
- your rights to a PSC review of the denial.

Billing

When to Pay

Most utility bills are to be paid upon receipt. A payment is overdue 23 days after the bill is mailed to you. If you pay after that, your utility can require you to pay a late payment charge. If you have any questions about your bill, contact your utility immediately at the phone number listed on the bill. If you are not satisfied with the utility's response, call the PSC.

How to Pay

Most utilities prefer that you pay your bill by mail. This helps the utility process your payment quickly. However, you can pay in person at any payment office of the utility, or at any local bank or store as long as it is authorized to accept bill payments for the utility. If you want to know the location of your nearest payment center, have a question as to whether a store is authorized to accept such payments, or when such payments are posted to your account, call your utility.

Balanced Billing

A balanced, or levelized, payment plan helps even out bills that are high in one season and low in another so that your energy charges stay pretty much the same throughout the year. This payment plan does not reduce your overall energy expenses for the year, but it does help you manage your budget. Your utility can provide more information about its balanced billing program.

Estimated Billing

By reading its meter, your utility is able to send you a bill based on the actual amount of gas, electricity or steam you used. In certain circumstances, your utility will send you an estimated bill, based on your previous usage. Your utility may give you an estimated bill when it is physically prevented from reading its meter, where it appears that the actual reading may be incorrect, or if the PSC has approved a billing system for a utility where estimated rather than actual reading are routinely provided every other month. You may also receive an estimated bill if you are a seasonal or short-term customer, but an actual reading has to be taken when service is canceled.

Any difference between an estimated reading and the actual consumption for that billing period is resolved automatically when the next actual reading is taken.

Access to the Meter

If your utility has sent you estimated bills for a period of four months, it must take additional measures to obtain an actual reading, such as making an appointment to gain access to the meter at a time other than normal business hours, or asking you to read the meter. If your utility has sent you estimated bills for six months, it must send you -- and the person who controls access to the meter -- a notice, offering you a special

appointment to read its meter, both during and after normal business hours. If your utility has sent you estimated bills for eight months and it is unable to gain access to its meter, it may send a letter advising you that if you do not make an appointment so that the utility can obtain an actual reading, a $25 charge will be added to your next bill or that of the party controlling access to the meter. The utility can also get a court order to gain access to its meter.

A bill based on an actual reading after one or more estimated bills may show that the estimates were too low. If your actual consumption is 50% greater than your estimated bill, or is $100 or more, you can pay that difference in monthly installments over a period of at least three months.
Utility personnel who come to your residence to read the meter are required to carry photo-identification badges.

Deposits
Conditions Where Deposits May be Required

As a residential customer, you may be required to pay a deposit to your utility if you:

- did not pay two or more utility bills in a row without making a partial payment of at least half of the amount you owe; or
- had your service shut off for non-payment of bills within the past six months; or
- are a short-term or seasonal customer. (A short-term customer wants service for less than a year. A seasonal customer receives service periodically each year.)

Conditions Where Deposits May Not Be Required

The utility has to warn you in writing, 20 days in advance, that if you do not make a timely payment it may require you to pay a deposit. Utilities cannot require a deposit from you if you are a recipient of public assistance or Supplemental Security Income. Nor can utilities require a deposit from you if you are 62 years old or older, unless your service has been shut off for failure to pay a bill within the past six months.
Deposit Amounts and Payment Periods

If you are required to pay a deposit, it cannot be more than twice the average monthly bill (or twice the estimated average monthly heating season bill, if you are a heating customer). If you are not a seasonal or short-term customer, and the utility requires you to pay a deposit, you can pay it in installments over a period of at least 12 months.
Deposit Interest and Refund

Utilities have to pay interest on your deposit money. They have to refund the deposit plus interest to you if, after a year, you have not been behind in your payments. This is defined as not paying two or more bills in a row without making a partial payment of at least half the amount you owe.
Service Termination

Service Termination for Non-Payment of Bills

If you fail to pay overdue bills, your utility may turn off your service after it has given you notice in writing that it plans to shut off your service, and has waited 15 days to allow you an opportunity to pay the overdue bill or make a payment agreement on the overdue amount.
Final Termination Notice

If you have not paid a bill, payment agreement installment or deposit payment, your utility must send you a Final Termination Notice before it can turn off your service. The notice will state the reasons for the intended shutoff, the earliest date on which a shutoff might occur, the address and phone number of your utility, and

your rights under HEFPA. This notice can be sent 20 days after the date payment was due. After the notice has been sent to you, the utility must allow 15 days for you to resolve the problem before it can shut off your service. If you make the payment by a check that is rejected by the bank, your utility can shut off service without sending another notice.

When Service Can Be Shut Off

Utilities can shut off your service only between the hours of 8 a.m. and 4 p.m. from Monday through Thursday.

When Your Service Cannot Be Shut Off

There are situations where you may not have paid a bill, but where your utility cannot shut off service. Service cannot be shut off by the utility if:

- a Final Termination Notice has not been sent to you;
- the amount owed was billed and due more than a year ago, and because of no fault of yours, your utility did not begin termination procedures;
- a doctor certifies to your utility that there is a medical emergency (see Medical Emergencies below);
- you have a billing dispute filed with your utility or the PSC concerning the amount owed and you pay the portion of the bill that is not in dispute;
- you make full payment of the amount owed when your utility comes to shut off service; or
- you make a payment agreement with your utility which covers the amount owed (see Deferred Payment Agreements below).

Further, your service cannot be shut off for non-payment on a public holiday, the day before a holiday, the two-week period which includes Christmas and New Year's Day, or on a day before your utility business office closed.

Landlord Problems

If you live in an apartment building or a two-family house and your landlord fails to pay the utility bill for the building, your utility has to notify you of the landlord's non-payment. If you live in an apartment building, your utility must post notices in the building and mail you a separate notice at least 18 days before disconnection. If you live in a two-family house, your utility must mail or give you a separate notice at least 15 days before disconnection. Between November 1 and April 15, if your service is heat-related, you will be given at least 30 days notice of the possible shutoff of your service.

The notice will tell you how to contact your utility so that it can help you and other tenants work out a way to avoid service disconnection, even if the landlord refuses to make payments, and that the PSC will assist tenants in making payment arrangements with your utility.

A good option available to tenants to avoid service disconnection is for them to pay current utility bills directly and deduct those utility payments from their rent payments. This is allowed by State law, and your utility can help you with this option.

Reconnection of Service

If your service has been shut off for non-payment, the utility has to turn service back on within 24 hours, where possible, in the following situations:

- you have paid the amount due or signed a payment agreement and made the down payment, if required (see Deferred Payment Agreements below);
- when the local Department of Social Services agrees to make a direct payment on your behalf or provides a written guarantee of payment;

- where the utility is notified that serious harm to health or safety is likely to result if service is not reconnected (see Special Protections below); or
- when directed by the PSC.

Special Protections

Special protections are available for consumers with medical emergencies; or who are elderly, blind or disabled; and to all consumers during the cold weather period between November 1 and April 15.

If you qualify for the elderly, blind or disabled protections, you should immediately notify your utility so it can code your account with this information should it be needed in the future. This information will be kept in strict confidence.

Medical Emergencies

When your utility is notified by your doctor or the local Board of Health that a medical emergency exists which will be aggravated by the lack of utility service, it has to keep your service on for 30 days. The notification may be made by phone, but must be followed within five business days by written certification, which includes required identification information of the certifying authority. This certificate may be renewed for an additional 30 days if the doctor explains why the lack of service would aggravate your medical emergency and the expected length of time the condition will last, and you must show why you are unable to pay your utility bill. If your medical condition is chronic, a longer time period can be approved.

If utility service is required to operate a life-support system, the doctor's certificate remains effective unless terminated by the PSC. However, every three months, you must show your utility why you can't pay your bill. Your utility will code your account to ensure service is continued to your residence.

During a period of medical emergency, you must make a reasonable effort to pay utility charges for service. PSC staff will help you work out reasonable payment arrangements to you don't owe a large amount at the end of the medical emergency.

Elderly, Blind or Disabled

If your utility is aware that you and all adults living with you are 62 years of age or older, blind or disabled, it will make special attempts to contact you by phone or, if necessary, in person, at least three days before a scheduled service shut off in order to help you keep your utility service on. Your utility will try to work out a payment agreement with you (see Deferred Payment Agreements, p. 21) or obtain payment or a guarantee of payment from the local Department of Social Services or a private organization. If arrangements cannot be made, the company will notify the local Department of Social Services of the possible service shutoff, and continue service for another 15 business days.

If your service is shut off, your utility will try to reach you within 10 days after your service has been terminated to determine whether alternative arrangements for utility service have been made, or whether service can be restored through an arrangement to pay the bills you owe.

Cold Weather Protections - November 1 to April 15

During the cold weather period of November 1 to April 15, your utility has to make special efforts to determine if disconnection of your heat-related service will cause a problem to your health and safety. It will attempt to contact you or another adult at your home by phone or in person at least three days before the scheduled service shutoff, and again the day of the service shutoff, to determine whether shutting off your heat-related service could cause serious harm to the health or safety of any resident in your home. If the utility finds that harm might result, it must notify the local Department of Social Services, which will then

conduct its own investigation. Meanwhile your utility cannot shut off your service for another 15 business days.

If the utility finds that you may be unable to protect yourself from neglect or hazardous situations, it will notify an agency, such as your local Department of Social Services, to help you, and continue your heat-related service for at least another 15 business days.

If your heat-related service is shut off and your utility was unable to make contact with an adult at your home prior to service disconnection, it will attempt to determine whether anyone is living in your residence and if so, whether there might be serious harm to that person's health or safety. If there is reason to believe that there might be harm to a person as a result of your service being shut off, your utility will restore your service for 15 business days and notify the local Department of Social Services so that they can investigate.

Deferred Payment Agreements

Payment Agreement Terms

If you have a financial problem that prevented you from paying previous bills, you can make a deferred payment agreement, which will allow you to pay the overdue amount in reasonable installments. However, the utility can refuse to offer you a payment agreement when it believes you can pay the amount you owe, and after its own investigation, the PSC also determines that you have the ability to pay what you owe.

While your utility may offer you specific payment agreement terms, you do not have to accept what it proposes. You can write your own payment terms. However, these terms must be based upon your ability to make payments on what you owe as well as full payments on your current bills. Your utility must accept any terms you propose which are fair and equitable, considering your financial circumstances; however, it can refuse any terms where you would be paying less than $10 a month on what you owe.

Unless you agree to large installment payments, your monthly installments on a payment agreement cannot be more than half of your average monthly utility bill, or 10% of what you owe, whichever is greater.

Should your financial situation change due to circumstances beyond your control, at your request, your utility will change your agreement to make sure that the terms are reasonable.

Down Payments

Based on your financial circumstances, the agreement between you and your utility may provide for any size down payment or no down payment at all. Unless you agree otherwise, HEFPA allows down payments no greater than the following:

- 15% of the amount you owe, or one-half of your average monthly bill, whichever is greater; however,
- if the total amount you owe is less than this amount, then the down payment cannot be more than 50% of what you owe.

For example, if you owed $400 and your average monthly bill is $50, 15% of what you owe is $60 and one-half of your bill is $25. Therefore, the largest down payment which the utility can require is the greater of the two, or $60.

Broken Agreements

If you fail to make timely payments on your payment agreement, your utility can cancel the agreement and take action to have your service shut off. At least eight days before it starts the process to have your service shut off, your utility will send you a notice that you have not kept current in your agreement payments, and

offer you an opportunity to make those payments current. You may also change the terms of the agreement, if your financial situation has changed due to circumstances beyond your control.

However, if you have a broken agreement which required payments higher than the greater of one-half of a month's average usage or 10% of the remaining amount that you owe, the utility must give you another agreement. This agreement, which would be sent with any final termination notice, would require monthly payments equal to the greater of those two amounts.

Third Party Notification

As a residential customer, you can select a "third party," such as a relative or friend, to receive all notices relating to service termination or other utility credit actions relating to your account, provided that the third party agrees in writing to accept those notices. The third party can contact your utility on your behalf and help you work out payment terms. However, the third party is not responsible for paying your bills.

Your utility will help you designate a third party to help you with these notices. This is an especially valuable protection for consumers who are unable to fully understand company notices. Third-party designation can be very useful if you have a relative or friend you can rely on to help you out.

Shared Meter Conditions

A Shared Meter Condition is a situation in which a utility meter is providing gas, electric or steam service to a tenant's apartment as well as service to space outside that dwelling. Service to outside space includes service to equipment, such as air conditioning or water heating equipment, operated for the benefit of common areas of the building or other apartments.

If a Shared Meter Condition exists, then the utility must establish an account in the landlord's name until the condition is corrected. The utility cannot charge you for energy you are not using yourself. If you believe you are being wrongly charged for energy others are using, call your utility for assistance. It will work with you to correct the service condition.

Delayed Billing

If you never received a bill for service you received over six months ago, the utility cannot now bill you for that service, unless the delay in billing was not caused by its negligence or was caused by your actions. If, under these conditions, it is proper for the utility to bill after the six months have passed and the delay in billing was not due to your actions, it must explain to you the reason for the delay in billing and offer you in writing an installment payment plan. That plan may include a down payment of no more than 50% of the amount due or three month's average billing, whichever is less.

Similarly, a utility cannot increase the amount you owed on a bill which was sent to you over a year ago, unless:

- your utility's failure to provide a correct bill resulted from your actions,
- the bill was not due to the negligence of the utility or is necessary to adjust a budget billing payment plan, or
- you had a dispute concerning the amount of that bill which, after investigation, is being changed to the correct amount.

If there is an increase in a previous bill of at least $100, and this increase was not because of your actions, you can pay this amount in monthly installments over a period of at least three months. Your utility will explain to you in writing the reason for any rebilling of a bill sent more than a year ago.

Late Payment Charges

If 20 days have passed since a bill payment was due and you have not paid your bill, the utility can add to your next bill a late payment charge which is 1.5% per month on the unpaid balance of your bill. You are not responsible, however, for late fees on amounts in dispute with the utility or the PSC while that dispute is being investigated. But, if you are found to owe the amounts in dispute, then you will also have to pay the applicable late charges.

Complaints

If you doubt the accuracy of any bill or deposit amount, or have a service problem, you can call your utility and complain about it. If your complaint involves a financial matter, your utility service cannot be disconnected for non-payment of that disputed amount while the complaint is being investigated and for 15 days after the decision on the complaint has been made by your utility. However, if you owe an amount other than the disputed amount, your utility can take action to terminate your service for non-payment of the undisputed amount.

Contacting the PSC

Remember: If you have a problem or complaint, call your utility first, as soon as you are aware of the problem. Only call the PSC if you are unable to resolve your problem with your utility.

- If you are dissatisfied with your utility's decision on your complaint, you can appeal to the PSC to review that decision. You can contact the PSC by writing to:

NYS Department of Public Service
Consumer Services Division
3 Empire State Plaza
Albany, NY 12223

- or call our toll-free HELPLINE, 1-800-342-3377 between * 8:30 a.m. and 4:00 p.m. on business days , for PSC staff assistance if you have complained to a utility concerning your electric, natural gas, steam, water or telephone service and are not satisfied with the utility's response. If your service has been, or is about to be, terminated for non-payment, you can call our special toll-free Emergency HOTLINE, 1-800-342-3355 between 7:30 a.m. and 7:30 p.m . on business days for PSC staff assistance if a utility has terminated, threatened to terminate, or refused to provide residential electric, natural gas or steam service.
  * If you call either the HELPLINE or the HOTLINE after these scheduled hours, a recorded announcement will say the office is closed and tell you when the office will reopen.
- or visit our Complaint Department .

EXHIBIT 5

New York State Public Service Commission
Office of Consumer Policy
Submetering Identification Form

New York State Public Service Commission
Office of Consumer Policy

Submetering Identification Form

New York State Department of Public Service Commission

Name of Entity: 8thAND C HDFC			Corporate Address: 228 E. 3rd St. NY, NY, 10009	
City: New York	State: NY	Zip: 10009	Web Site: N/A	
Phone: 212 473-5940			Utility Account Number: 41-2127-4015-0000-7	
Chief Executive: Rona Clemente			Account Holder Name: Mutual Housing Partnership LP	
Phone: 212 473-5980 x11			E-mail: Antonia@LESPMHA.org	
DPS Case Number:				

Primary Regulatory Complaint Contact

Name: Antonia Feliciano		
Phone: 212 473-5940 x11		
Fax: 212 473-6232		
E-mail: Antonia@LESPMHA.org		
Address: 228 E. 3rd Street		
City: New York	State: NY	Zip: 10009

Secondary Regulatory Complaint Contact

Name: Richard Ramirez		
Phone: 347 368-8842		
Fax: 212 473-6232		
E-mail: Richard@LESPMHA.org		
Address: 228 E. 3rs Street		
City: New York	State: NY	Zip: 10009

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: Antonia@LESPMHA.org

Name of Property: 8th & C HDFC		Service Address: 334 E. 8th Street	
City: New York	State: NY Zip: 10009	New York, NY 10009	
Electric Heat? Y (N)		Electric Hot Water? Y (N)	
# Units Occupied by: Sr. Citizens 4	Disabled 0	Total # of Units 30	
Rent Stabilized 30	# Rent Controlled 0	# Rent-Regulated 0	# Market Rate 0
Rental: (Y) N	Condo: Y (N)	Co-Op: Y (N)	
# Low Income 30	# Section 8 9	# Landlord Assist Program 0	# Other 0
Submeter / Billing Agent: SATEC		Address: 10 Milltown Court	
City: Union	State: NJ Zip: 07083		
Contact Name: Shaun Olsen	Contact Phone: 908 209-9987	Contact Fax: N/A	

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.

EXHIBIT 6
Submetering Acknowledgement to be Signed by all Tenants

SUBMETERING ACKNOWLEDGMENT
334 E. 8th Street, NYC, NY 10009

1. The Resident acknowledges that while Consolidated Edison company of New York, Inc. ("Con Edison") or another local utility, and/or energy services company, and/or distributed energy resource(s) (individually or collectively, the "distribution utility") will be the provider of electricity to this building (the "Building") and that 8th and C HDFC (the "Owner") will be paying the charges for such electricity directly to the distribution utility (or its successor or successors), the Resident will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate submetered charge that will be billed to the Resident by the Owner (or its agent LESPMHA) on a monthly basis. The Resident also acknowledges that, on Month/Date/Year TBD in Case TBD - Notice of Intent to Submeter Electricity at 334 E. 8th Street, NYC, NY 10009, located in the territory of Consolidated Edison Company of New York, Inc. The New York Public Service Commission ("PSC") approved the Owner to submeter electricity to the Building's Residents. In the event of nonpayment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such nonpayment, including, but not limited to, termination of service is commenced.

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

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility tariff residential rate for direct metered service to such residents (see 16 NYCRR 96.2) The following is an example of the formula that will be used to derive a Resident's maximum electricity charges based on the current Consolidated Edison Service Classification El1 rate: All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The Owner (or its agent) will read the meters and generate monthly bills based on 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 by PSC (see 16 NYCRR 96.6 (j))

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 sub metering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. The Property Manager: Richard Ramirez can be contacted via email at Richard@lespmha.org or by telephone number 347-368-8842 or at the management office at 228 East 3rd Street, New York, NY 10009. If the tenant and the property manager 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

Public Service Commission through the Department of Public Service. Alternatively, 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 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

4. The Resident 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. The Resident 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 Resident 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 Resident shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

6. If the Resident 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 Resident 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 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 Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

9. If the Resident is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.

10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electric charges.

11. As a residential customer for electricity, the Resident also has certain additional rights assured by HEFPA.

12. Any submetering refunds will be credited to a submetered Resident affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Resident.

13. The Resident 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 Resident 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 Resident 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 Resident or any other occupant for any loss, damage, cost, or expense that the Resident 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 Resident'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 Resident 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 agent) fails to deliver a bill to the Resident for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair the Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Resident, nor shall any such failure relieve or excuse the Resident from having to pay such bill, except as may otherwise be provided by applicable law.

16. It is a substantial and material default of the Resident's covenants and obligations under the lease if, after a complaint is satisfactorily resolved in accordance with the Resident's rights afforded by HEFPA, the resident refuses to pay the electrical charges. Accordingly Owner shall be entitled to exercise all rights and remedies at law or in equity.

_____ _____

RESIDENT

_____ _____

DATE **DATE**

EXHIBIT 7
LETTER TO SUBMETER SENT TO CON EDISON

228 EAST THIRD STREET, NEW YORK, NY 10009

PEOPLE'S MUTUAL HOUSING ASSOCIATION
P·M·H·A
OF THE LOWER EAST SIDE

PHONE 212.473.5940 FACSIMILE 212.473.6232

1/22/16

January 22, 2016

Re: 8th & C HDFC
334 E. 8th St. NY, NY 10009

To whom it may concern:

As required within PSC Section 96.3, I have notified the tenants of the above referenced address of our transition to sub-metering of the building's electrical service.

The notices to the tenants were delivered through the following procedures:

- Posted notice at the entrance of the building
- Posted notice in the main hall of the building
- Posted notice on each apartment door
- Letters mailed to each tenant through the US Postal system
- Letters mailed to each tenant through the US Postal system (certified return receipt)

Each letter mailed included information on the tenants' rights per the Home Energy Fair Practices Act (HEPFA).

I certify that all the above has been completed and that all the tenants have been notified.

Sincerely,

Richard Ramirez
Registered Managing Agent

NOTARY STAMP

ANTONIA FELICIANO
Notary Public, State of New York
No. 01FE6170835
Qualified in Bronx County
Term Expires July 23, 2019

Original Request for Case No. MC-175070

Date submitted: 11/10/2015

Basic Information

Service Area:	Manhattan
Building Type:	Residential
Service Type:	Existing
Utility:	Electric
Request Type:	Performing Work on Customer Equipment - No Additional Load

Service Address

Building Number:	334
Street Name:	EAST 8TH ST
City:	NEW YORK
State:	NY
ZIP:	10009
NY State Road?	Unknown

Contractor Information

First Name:	Donato
Last Name:	Sarrantonio
Company:	Triangle Electric Inc.
Phone:	(347) 233-3362
Cell:	(917) 939-8463
Fax:	(347) 233-3676
Email:	triangleelectric@twcmetrobiz.com
License Location:	New York
License Number:	010553
Street Address:	102-21 JAMAICA AVENUE
City:	RICHMOND HILL
State:	NY
ZIP:	11418

Customer Information

First Name:	Rona
Last Name:	Clemente
Company:	8th and C HDFC
Is this a government organization?	No

Phone: (212) 473-5940
Email: RichD@EmpireHD.com
Street Address: 228 EAST 3RD STREET
City: NEW YORK
State: NY
ZIP: 10009

Upfront Questions

Are you installing a generator: No
Replacing Defective or Damaged Metering Equipment?: No
Service Panel Upgrade?: No
Replace or Upgrade Other Equipment?: Yes
Name of Equipment: Master Metering

Service Information

Planned Construction Start Date: 11/16/2015
Change the point of entry? No

Meter Information

Unlock meter(s): No
Relocate meter outdoors: No
Increase meter capacity: Yes
Number of new meters required: 1

Scope of Work

Please specify the scope of work for this request:

Customer requesting master meter to be installed. Con Ed apt meters to be removed. Private company sub metering to be installed. Need approval. This work is resiliency work for Sandy Victims. A master meter to be installed above flood line on first floor.

EXHIBIT 8
DOCUMENTATION OF COST EFFECTIVE ENERGY IMPROVEMENTS IN THE BUILDING, ELECTRIC IMPROVEMENTS AND REFRIGERATORS IN RENTAL UNITS

INC.
421 BRUCKNER BLVD
BRONX, NY 10455
PH.718-292-4882 FAX.718-585-3409

Agency	**NMIC**
Job Location	**324 E. 8TH. STREET**
Estimate Date	**8.3.16**
Job Contact	**#REF!**

Input Data in 'Data Entry Tab' ONLY

EXISTING					REPLACEMENT							
Item #	**Floor / Bldg**	**Qty**	**Location**	**Existing Fixture**	**Replacement Lookup #**	**Replacement Fixture**	**New Qty**	**Comments**	**Qty Ins**	**Installer Initials**	**Unit and Labor Cost**	**Total Costs**
IN UNIT												
1	324 E. 8TH. ST. APT. 1 BED	50	HALL	60w Incandescent	**15W LED**	15w LED Ceiling Mounted Fixture	50	-			$126.11	$6,305.50
2	#REF!	25	KITCHEN	4' 2F40T12 (MAGNETIC)	**30W LED**	4' 30w LED Wraparound Fixture	25	-			$202.01	$5,050.25
3	#REF!	25	BATHROOM	60w Incandescent	**11W LED**	11w LED Vanity	25	-			$186.97	$4,674.25
4	3 BED.	5	BATHROOM	60w Incandescent	**11W LED**	11w LED Vanity	5	-			$186.97	$934.85
5	#REF!	5	BATHROOM	60w Incandescent	**11W LED**	11w LED Vanity	5	-			$186.97	$934.85
6	#REF!	5	KITCHEN	4' 2F40T12 (MAGNETIC)	**30W LED**	4' 30w LED Wraparound Fixture	5	-			$185.67	$928.35
7	#REF!	10	HALL	60w Incandescent	**15W LED**	15w LED Saturn	10	-			$126.11	$1,261.10
									In Unit Material & Labor			**$20,089.15**
COMMON AREA												
1	324 E. 8TH.	7	1ST. FLOOR	4' 2F40T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	7	-			$358.20	$2,507.40
2		1	REFUSE ROOM	4' 2F40T12 (MAGNETIC)	**48W LED**	4' 48 LED Strip fixture	1	-			$212.46	$212.46
3		4	ELEVATOR	24w CFL screw-in	**RW-RHLED12**	12W LED RETROFIT KIT	4	-			$290.98	$1,163.92
4		3	2ND. FLOOR	2' 2F20T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	3	-			$358.20	$1,074.60
5		3	3RD. FLOOR	4' 2F40T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	3	-			$358.20	$1,074.60
6		3	4TH. FLOOR	4' 2F40T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	3	-			$358.20	$1,074.60
7		3	5TH FLOOR	4' 2F40T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	3	-			$358.20	$1,074.60
8		3	6TH FLOOR	4' 2F40T12 (MAGNETIC)	**28W LED**	4' 28w LED Bi Level	3	-			$358.20	$1,074.60
9		6	STAIRS	4' 2F40T12 (MAGNETIC)	**17.5W LED**	2' 17.5w LED Bi lvel	6	-			$304.20	$1,825.20
10		1	STAIR TO BSMT	4' 2F40T12 (MAGNETIC)	**17.5W LED**	2' 17.5w LED Bi lvel	1	-			$304.20	$304.20
11		2	HALL	LED EXIT SIGN	**n/a**	n/a	0	-			$0.00	$0.00
12		2	BASEMENT	60w Incandescent	**24W LED**	4' 24 LED Strip fixture	2	-			$227.46	$454.92
13		6	HALL	60w Incandescent	**17.5W LED**	2' 17.5w LED Bi lvel	6	-			$304.20	$1,825.20
14		3	STORAGE 1	60w Incandescent	**24W LED**	4' 24 LED Strip fixture	3	-			$227.46	$682.38
15		1	STORAGE 1	13w CFL screw-in	**12W LED**	2' 12 w LED strip Fixture	1	-			$212.46	$212.46
16		2	STORAGE ROOM	2' 2F20T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	2	-			$227.46	$454.92
17		2	ELECTRIC ROOM	13w CFL screw-in	**12W LED**	2' 12 w LED strip Fixture	2	-			$212.46	$424.92

18		2	STORAGE 2	4' 2F40T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	2	-			$227.46	$454.92
19		11	COMMUNITY ROOM	4' 2F40T12 (MAGNETIC)	**48W LED**	4' 48 LED Strip fixture	0	-			$212.46	$0.00
20		1	COMMUNITY BATH	2X40W INCANDESCENT	**11W LED**	2' 11w LED Vanity	1	-			$186.97	$186.97
21		1	COMMUNITY HALL	60w Incandescent	**48W LED**	4' 48 LED Strip fixture	1	-			$212.46	$212.46
22		3	OLD LAUNDRY	4' 2F40T12 (MAGNETIC)	**48W LED**	4' 48 LED Strip fixture	3	-			$212.46	$637.38
23		3	OLD BOILER	4' 2F40T12 (MAGNETIC)	**48W LED**	4' 48 LED Strip fixture	3	-			$212.46	$637.38
24		1	ELEVATOR ROOM	4' 2F40T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	1	-			$227.46	$227.46
25		2	ELEVATOR PIT	60w Incandescent	**12W LED**	2' 12 w LED strip Fixture	2	-			$212.46	$424.92
26		2	COMPT. ROOM	4' 2F40T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	2	-			$227.46	$454.92
27		4	WATER POMP AREA	2' 2F20T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	4	-			$227.46	$909.84
28		1	WHEEL CHAIR LIFT	2' 2F20T12 (MAGNETIC)	**24W LED**	4' 24 LED Strip fixture	1	-			$227.46	$227.46
29		0	All floors	Add Misc	**emball**	Battery powered Back-up Ballast for Emergency Lighting	14	-			$175.00	$2,450.00
								Common Area Material & Labor				**$22,264.69**

OUTDOOR												
1	324 E. 8TH.	4	ENTRANCE	100w Incandescent	**25W LED**	25W LED Wall Pack	4	-			$362.77	$1,451.08
2	#REF!	4	REAR	60w Incandescent	**25W LED**	25W LED Wall Pack	4	-			$362.77	$1,451.08
3	#REF!	2	ROOF EXT.	75w Incandescent	**25W LED**	25W LED Wall Pack	2	-			$362.77	$725.54
4	458	0	Front	Add Misc	**PHOTO-E**	Exterior central photocell control	5	-			$86.47	$432.35
								Outdoor Material & Labor				**$4,060.05**

Total Material & Labor **$46,413.89**

Total Material **$27,848.33**

Total Labor **$18,565.56**

Approval Signature _____

Date _____

*****Please Fax Last Page Only of Signed & Dated Estimate Approval to #718-585-3409***

Apt. #	Size	Door Hinge	Manufacturer	Model	Mean kWh/Year	$/kWh	Notes	Test?
1B	17	RH	Frigidaire	FFRT1713LWF			No Replace	Yes
1C	15	LH	Frigidaire	FRT15B3JW4	443		No Replace	
1D	16	RH	Hotpoint	HTR16BBSARWW	455		No Replace	
1E	15	RH	Hotpoint	HTR15BBMDRWW			No Replace	Yes
2A	16	RH	Hotpoint	HTR16BBSARWW	455		No Replace	
2C	16	LH	Hotpoint	HTR16BBSARWW	455		No Replace	
2D	16	RH	Hotpoint	HTR16BBSERWW	455		No Replace	
2E	15	RH	Frigidaire	MRT15CRBZ1	748		Replace	
3A	16	RH	Hotpoint	HTR16BBSARWW	455		No Replace	
3C	15	LH	Frigidaire	MRT15CRBZI	699		Replace	
4A	18	RH	Frigidaire	FRT18B5JWI	479		No Replace	
4B	16	RH	Hotpoint	HTR16BBSARWW	455		No Replace	
4C	15	LH	Frigidaire	MRT15CRBZ1	699		Replace	
4D	15	RH	Frigidaire	MRT15CRBW1	699		Replace	
5B	15	RH	Frigidaire	FFTR1513LWH			No Replace	Yes
5C	15	LH	Frigidaire	MRT15CRBZ1	699		Replace	
6A	16	RH	Hotpoint	HTR16BBSARWW	455		No Replace	
6B	15	RH	Frigidaire	MRT15CRBZ1	699		Replace	
6C	16	LH	Hotpoint	HTR16BBSHRWW	455		No Replace	
6D	15	RH	Frigidaire	FFRT1513LW9			No Replace	Yes

EXHIBIT 9
COPY OF NEW BILLING AS PROVIDED BY SUBMETERING COMPANY

SATEC
Powerful Solutions

Electricity Computation No. **18975**

Meter No. **1030550-1**
Billing month **August**
Metering period **8/1/2015 - 8/27/2015**

Invoice date **8/27/2015**
Number of days in period **26**
Method of Charge
Riverwalk Point Roosevelt Island NY

To

Customer Name **Apt 1A**
Address **480 Main Street, New York, NY 10044**

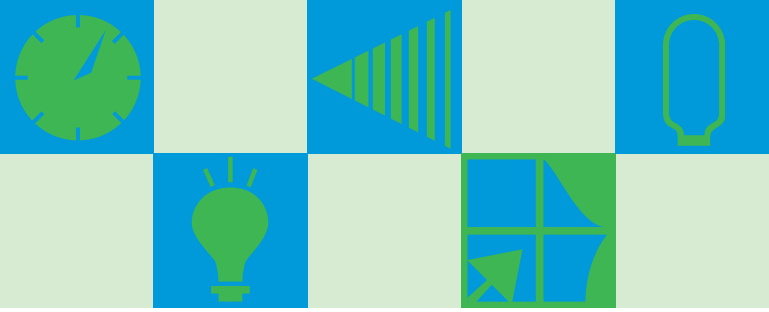
Description	Usage (kWh)	Price (cents)	Total Cost ($)
Supply	371.00	10.00	37.10
Merchant Function Charge	371.00	10.00	37.10
Suppy: GRT & Other tax Surcharges	371.00	10.00	37.10
Total Supply Charges			**111.30**
Basic Service Charge			0.1
Delivery	371.00	10.00	37.10
SBC/RPS Charges	371.00	10.00	37.10
Temporary NY State Surcharge	371.00	10.00	37.10
Delivery: GRT & Other Tax Surcharges	371.00	10.00	37.10
Delivery Total			**148.50**
Sales Tax		**4.50%**	**11.69**
Total Charge			**271.49**

EXHIBIT 10
Energy Education Information sent to Residents

Everyday Energy-Saving Tips

Helping you save **ENERGY**, **MONEY**, and the **ENVIRONMENT**

conEdison



At Home With Energy Efficiency

Whether it's a house, an apartment, a co-op, or a condo, it's where you live, and you want to be comfortable. That's one reason we've prepared this booklet. You can enjoy comfort and convenience while making your home energy-efficient and environmentally friendly.

This booklet contains ideas you can use to trim energy consumption, save money, and get the most value from your energy dollar. Some suggestions are for summer, some for winter, and others will save energy all year long. There are some products mentioned that will help you save energy. Most can be purchased in hardware stores, lighting showrooms, home centers, and elsewhere. You can install most on your own, but for some you may want to use a professional.

Read this booklet, then have a look around your home. You'll find lots of ways to put these energy-saving tips to work. ■

WAYS TO SAVE YEAR ROUND

Save on lighting Costs

Dim down for savings

What to do: Replace ordinary light switches with dimmers.

How to do it: Dimmers fit in the same wallboxes as the switches they replace, and they are connected to the same electrical wires. All dimmers come with installation instructions. Read the instructions to decide if you're able to make the installation yourself. If not, call a licensed electrician to do the job.

How it saves: Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.

Turn out the lights – automatically

What to do: Replace ordinary switches with motion sensors

How to do it: Motion sensors fit in the same wallboxes as the switches they replace, and they are connected to the same electrical wires. All motion sensors come with installation instructions. Read the instructions to decide if you're able to make the installation yourself. If not, call a licensed electrician to do the job.

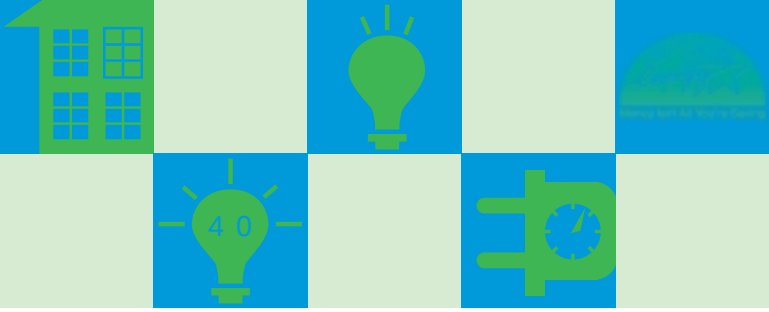
How it saves: In every home, lights are left on when they're not needed. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically. If the room has nobody inside, the device turns lights off automatically so you don't light an unoccupied room.

High technology means high efficiency

What to do: Replace ordinary incandescent bulbs with new compact fluorescent bulbs

How to do it: Simply replace ordinary incandescent bulbs in existing sockets.

How it saves: Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use from 40% to 60% less energy.



Timed to save

What to do: Use timers to turn your lights on and off when you're away from home

How to do it: Some timers let you plug lamps into them, and they turn the lamp on and off according to your schedule. Another type of timer replaces ordinary wall switches and controls ceiling fixtures. Choose the type you prefer.

How it saves: Leaving the lights on when you're away wastes energy. A timer can switch lights on or off when you're away. That saves energy and adds security to your home.

The right light

What to do: Use lower wattage bulbs whenever you can

How to do it: Buy 25- or 40-watt bulbs for those places where you need some light, but not much. Examples include closets, pantries, and decorative lighting. Use brighter bulbs for reading and work areas.

How it saves: Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.

Need a little light? Use a little light!

What to do: Use night lights in corridors, children's rooms, bathrooms

How to do it: Simply plug in at any outlet.

How it saves: Leaving lighting fixtures on when not really necessary is inefficient and costs money. Night lights provide a little light when that's enough. They use less energy than higher wattage bulbs, and cost less to operate.

Keep it clean

What to do: Keep bulbs and light fixtures clean

How to do it: Dust and clean fixtures often. Use a duster or soft paper towels. USE CAUTION. Never wet a bare light bulb, and never clean a fixture while it's on.

How it saves: Clean fixtures give you all the light you're paying for.

Take a good look

What to do: Use lamps and fixtures to give only as much light as you need.

How to do it: Have a look around. Try switching a light off.

How it saves: With fewer lights on, you've lowered your energy usage.

Getting the Most From Appliances

Energy Star® for Top Efficiency

What to do: When shopping, choose Energy Star® appliances

How to do it: Look for the Energy Star® label like the one above. You can find it on refrigerators, stoves, freezers, microwave ovens, air conditioners, dryers, electronics, even lamps and smaller appliances, too. All Energy Star® appliances have been designed for maximum efficiency and minimum energy consumption.

How it helps: All Energy Star® products use considerably less energy than other appliances. That means they help conserve energy and lower your energy bills.

The refrigerator – a big energy user in the home

What to do: Your refrigerator is always on. Make it as efficient as possible.

How to do it:

• If you can, position the refrigerator away from direct sunlight and away from heat sources like stoves, ovens, radiators or heating ducts.

• Decide what you want before you open the door. Opening the door for a long time lets cold air out, warm air in.

• Store food in the refrigerator so air can circulate around it, but in the freezer, pack items tightly. If there's extra space, add bags of ice.

• Set the refrigerator temperature at 40 degrees fahrenheit and the freezer at 0 degrees. If your refrigerator has a numbered dial for setting temperature, use a thermometer to check which setting gives you these temperatures.

• Make sure the rubber gaskets on doors provide a tight seal. If they don't, have them fixed.

• Keep the condenser coils clean. Dust them or vacuum them regularly because when the coils aren't clean, the refrigerator uses more energy to keep cool.

• When buying a new refrigerator, consider an Energy Star® model for best efficiency. Also, consider a smaller unit if it meets your needs. You can save energy and money.

How it helps: Every home needs a refrigerator, but cooling air is expensive. Since refrigerators are big energy users, using them efficiently goes a long way to reducing energy usage and lowering energy costs.

Clean sweep

What to do: Get the most efficient use from washers, dryers, and dishwashers

How to do it: Use these appliances only when you have a full load. Use warm or cold water in your washers whenever possible. For your dryer, keep lint filters clean and don't overdry clothing.

How it helps: 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 dollar.

Hidden losses

What to do: Switch off the "instant on" feature in electronic devices

How to do it: Check the owner's manual provided with televisions, VCRs, CD players, computers, monitors, and other electronic devices for information on how to turn off the "instant on" circuit.

How it helps: Many electronic products have an "instant on" circuit that's always active, even when the device is turned off. This feature uses energy continuously. On some electronic devices, you can choose to turn it off. Shutting off the feature is energy-smart and dollar-wise.

Around the House

Defend against drafts

What to do: Stop drafts coming in near doors, windows, or any air conditioners

How to do it: Check for drafts with a strip of tissue. Do it on a windy day for best results. Just move the tissue along window frames, door frames and air conditioners. If the tissue moves, you've got a leak. Seal leaks around window frames and door frames with caulk or weather-stripping. When it's not cooling season, stop drafts from the air conditioner with covers that slip over the outside of the unit. If you can't reach the outside, mount the cover on the inside.You can buy these covers to fit the size of your air conditioner.

How it helps: Leaks make you uncomfortable in winter or summer, and cost you money. They make the heating and cooling systems work harder. Drafts and leaks work against your comfort, cost you money, and waste energy.

Insulation consideration

What to do: Be sure your home is well insulated

How to do it: Check attics and crawl spaces for proper insulation. If insulation is damaged, or if there's none, install new-technology insulating material with a high "R value." The R value is a measure of insulation effectiveness. The higher the number, the better the insulating performance. You can install insulation yourself or consult a qualified contractor to do the job.

How it helps: Effective insulation acts as a barrier against outside conditions and helps keep your interiors more comfortable. Insulation improves heating and cooling efficiency year round, and cuts down on energy usage. A well-insulated home means lower energy costs, and it's also more comfortable.

Drip dry

What to do: Stop leaks at faucets, toilets, tubs, showers

How to do it: Identify any leaking plumbing fixtures in your home. For faucets, showers, and tubs, leaks can usually be repaired with replacement washers you can buy, and there are kits for repairing leaking toilets. Many do-it-yourselfers make these repairs on their own, but if you prefer to have a professional do the job, consult a qualified plumber.

How it helps: If the leak is from hot-water faucets, it makes your water heater work harder, costing you money and using more energy.

SUMMER STRATEGIES

Summer is the season when use of electricity is at its highest. Higher demand drives costs up. It's the best time to be energy-smart so you can trim usage and lower energy costs.

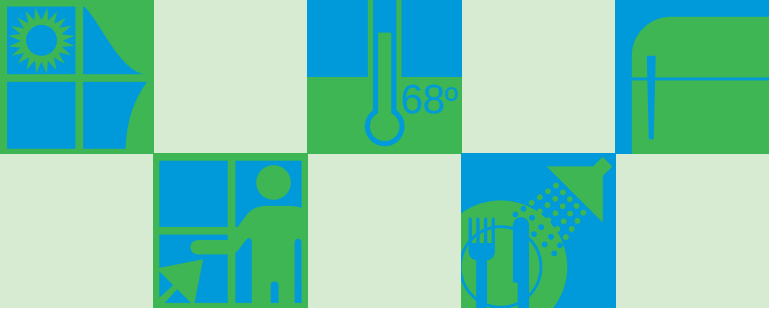
Air conditioning know-how

What to do: Save energy and save money by getting the best performance from your air conditioner.

How to do it:

• Turn off your air conditioner when there's no one home. If you want to return to a cool interior, buy a timer that can turn on the air conditioner half an hour before you get back. Timers are available at appliance stores, hardware stores, home centers, and elsewhere.

• Keep the air conditioner's filter clean. Some units have washable filters, others have replaceable filters. Either way, a clean filter helps the air conditioner work efficiently. Clogged filters make the air conditioner work much harder, and it doesn't cool as effectively. That wastes energy and money.



• If you're using only the room where your air conditioner is located, shut the doors to that room. It makes the room more comfortable, and it prevents cool air from escaping to unoccupied parts of the house.

• Adjust the air conditioner's temperature control to keep your interior no cooler than 78 degrees. It's an efficient setting that's also comfortable. Moving to a colder temperature consumes more energy and costs more money. For example, going to 75 degrees costs 18% more, and a 72-degree setting costs 39% more!

• If you're buying a new air conditioner, look for the Energy Star® label. It tells you the unit has been designed with energy savings in mind. Energy Star® air conditioners are much more efficient than ordinary units. They use less power so you spend less money.

• When buying a new air conditioner, choose one that's the right size for the space it will cool. The salesperson will help you determine which unit is best. Too big wastes energy by providing more cooling than you need. Too small wastes energy because the air conditioner is constantly working to keep up with cooling demand that exceeds its ability.

How it helps: In summer, your air conditioner uses more energy than any other appliance. By using it efficiently you can really help lower your demand for electricity and since cool air is expensive air, you lower your energy bill too.

Keep the sunshine out

What to do: On sunny days, keep daylight out

How to do it: Close the curtains or draw down the blinds. Add curtains or blinds to glass doors facing a sunny exposure. Apply reflective plastic film to the inside of windows and glass doors. It can screen out about 75% of the sun's rays. Just cut it to size, and it clings to the glass on its own. And, it's reusable.

How it helps: Full sunlight entering through windows and glass doors raises indoor temperature. This temperature rise can be considerable. By keeping sunlight out, you make your home cooler so air conditioners don't need to work as hard to make you comfortable. That lowers electrical usage and helps reduce costs.

Keep hot air out, cool air in

What to do: Keep windows shut, seal drafts around window frames and door frames, and if you own a home, have it well insulated

How to do it: For tips on sealing out drafts and insulating effectively, check the "Around The House" section of this booklet. Close windows during daylight hours to keep the heat out. Most air conditioners let you select a fresh-air setting. Choosing this keeps the air conditioner running efficiently while it draws some outside air to keep interiors fresh.

How it helps: Keeping hot air out and cool air in means your air conditioner won't have to work as hard to keep you comfortable. You'll use less electricity and save money.

Don't forget fans

What to do: Use fans whenever you can to help make your home more comfortable

How to do it:

• Use ceiling fans to keep air circulating once you've lowered the room temperature. You can turn off the air conditioner because the airflow helps keep the room cool. When the room warms up again, cool it down with air conditioning once more, then repeat the process. You may be able to reduce your air conditioner operating time by up to 40%.

• Use window fans on summer evenings and overnight when outdoor temperatures go down after sunset. You can draw in the cool night air to keep comfortable. Using a window fan this way takes much less energy than keeping the air conditioning on overnight.

How it helps: Fans use much less electricity than air conditioners. Using fans to help beat the heat will let you reduce your electrical demand and lower your energy costs.

STAY WARM IN WINTER

Keep out the cold

What to do: Keep windows shut, seal drafts around window frames and door frames, and if you own a home, have it well insulated

How to do it: For tips on sealing out drafts and insulating effectively, check the "Around The House" section of this booklet. Keep windows closed. If you have older single-pane windows, they may let in the cold even when they're closed. You can tape clear plastic barrier film over window frames. The barrier film traps air between itself and the window to insulate your home from the cold.

How it helps: Keeping cold air out and warm air in helps your heating system use less energy.

Setting for savings

What to do: Set the thermostat for economy, both day and night

How to do it: During the day, keep thermostats set at 68 degrees. Overnight turn it down to 60 degrees. These settings are comfortable and thrifty. However, some senior citizens and others with medical problems may need warmer temperatures for health reasons.

How it helps: These thermostat settings provide a good balance of comfort and efficiency. Each degree above these settings can mean a 3% increase in energy costs.

Let the sunshine in

What to do: On sunny days, let daylight into your interiors

How to do it: Open the curtains or raise the blinds. If you have glass doors facing a sunny exposure, do the same.

How it helps: Full sunlight entering through windows and glass doors raises indoor temperature. This temperature rise can be considerable. By letting sunlight in, you make your home warmer so your heating system doesn't need to work as hard to make you comfortable. That lowers energy usage and reduces costs.

Fans for winter comfort

What to do: Use ceiling fans to improve heating efficiency

How to do it: Ceiling fans aren't just for summer. Run ceiling fans at their slowest setting to make your interiors more comfortable in winter. As radiators heat your home, the warm air rises. Temperatures near the ceiling can be 10 to 15 degrees higher than at floor level. Ceiling fans running at a slow speed mix the warm air with the cooler, so you get even warming throughout the room.

How it helps: When you circulate warmed air, your heating system doesn't need to work as hard.

Keep clear – heating at work

What to do: Don't block heat sources

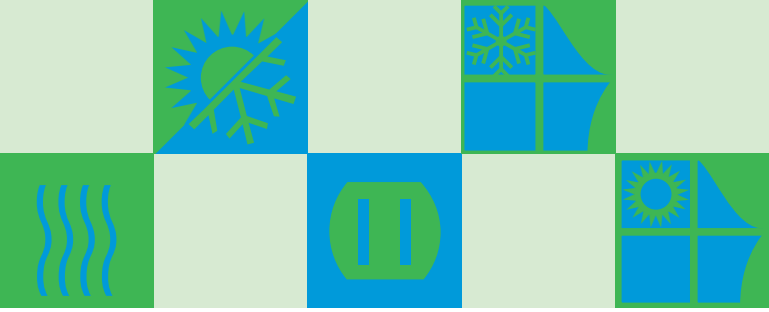
How to do it: Remove obstructions from around radiators, baseboard heaters, or hot-air vents. To work their best, these need clear space.

How it helps: Giving your heat sources the room they need to work properly makes your heating system more efficient.

Cold-weather common sense

There are some things that you should avoid when you're trying to stay warm and comfortable. Think twice before using portable electric space heaters. They use a lot of energy. Just one can add $60.00 or more to your electricity bill every month.

Never use the oven to heat your home. It's dangerous and can cause fires. It can also produce dangerous carbon monoxide gas fumes.



Living Energy-Smart

We've developed these energy-saving tips to help make your home more energy-efficient, more comfortable, and to save you money. But don't forget that the most important factor in energy efficiency is you. You have the ability to make significant reductions in your home energy usage without spending a lot of money or making drastic lifestyle changes. No technology can do as much good as your decision to be energy-conscious.

Con Edison
4 Irving Place
New York, NY 10003
1(800) 75-CONED
www.conEd.com

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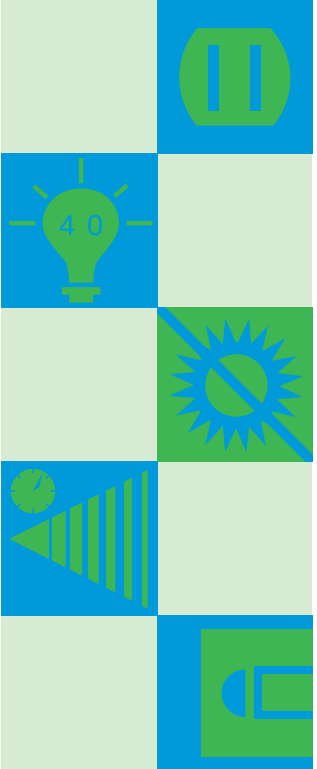

conEdison

4 Irving Place
New York, NY 10003

EXHIBIT 11

Notification Letter sent to Residents Registered Mail Return Receipt

228 EAST THIRD STREET, NEW YORK, NY 10009 PHONE 212.473.5940 FACSIMILE 212.473.6232

CERTIFIED MAIL RETURN RECEIPT REQUESTED 7015 0640 0004 2350 3860

January 5, 2016

Michael Schweinberg
334 E. 8th St. #1A
New York, NY 10009

Via: Regular Mail & Certified Mail Return Receipt Requested

Dear Mr. Schweinberg,

This is an official notification of 8th & C HDFC's intent to sub-meter electricity in your building. Sub-metering allows multi-tenant properties like ours to bill tenants for individual metered electrical usage.

The electricity will continue to function exactly as it does currently, but resident's bills will come from Saetec Inc. or another third party energy provider not from Con Edison. Charges will continue to be based upon actual electricity usage in your apartment only, as is currently the case. You will not be billed for gas usage for your stove or the heat and hot water in the building.

The benefits of this change will be 1) greater resiliency in restoring power to the building in the event of another storm like hurricane Sandy, 2) reduced electric billing fees associated with each individual apartment, 3) lower electric rates by changing to bulk class rate, 4) access to interactive billing and online meter data to target smart energy savings and 5) savings from peak demand shavings.

These savings and other energy efficiency measures will flow directly to tenants through a reduction in electricity charges for individual apartments.

In conjunction with this Notice of Intent, 8th & C HDFC will file a petition with the NYS Public Service Commission (PSC). Upon Publication of the Petition to Sub-meter in the State Register, 8th & C HDFC will notify current residents individually that the PSC has commenced a proceeding and how they may submit comments to the Department of Public Service (DPS) within the State Administrative Procedure Act comment period, approximately 45 days.

A copy of the filing, including all contents of the Notice to Sub-meter pursuant to PSC law Part 96, shall be located at the 8th & C HDFC main offices. Upon request, we can provide you with a copy of the petition.

Following approval for sub-metering, a notification will be sent to all residents individually no less than two months prior to the actual commencement of billing for sub-metered electric service. This notice shall include: (1) a statement indicating that prospective residents will be notified prior to signing a lease that electricity will be supplied on a sub-metered basis and the residents shall be responsible for their electric charges; (2) a copy of the annual notice used or to be used for compliance with PSL Section 44, which summarizes the tenants' rights and responsibilities under the Home Energy Fair Practices Act (HEFPA), including complaint handling procedures; and (3) the precise manner in which sub-metered residents may contact the NYC Department of Public Service Office of Consumer Services.

If you have any questions, please contact me at 347-368-8842 or email me at richard@lespmha.org.

Richard Ramirez
Property Manager

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

YONG Q. LIN
334 E. 8th Street, #5A
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Address

B. Received by *(Printed Name)* C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1248

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CARMEN ORTEGA-RIVERA
334 E. 8th Street, #4B
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Address

B. Received by *(Printed Name)* C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1200

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANGEL VEGA
334 E. 8th Street, #4D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1224

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOSEPHINE YU
334 E. 8th Street, #4E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1231

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EVELYN DIAZ
334 E. 8th Street, #4A
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1194

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JUNE CHOU
334 E. 8th Street, #3D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1446

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HO W. MAK
334 E. 8th Street, #3C
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1439

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EVELYN HARRISON
334 E. 8th Street, #3E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1453

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GAO X. LI
334 E. 8th Street, #4C
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1217

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THOMAS ZHUANG
334 E. 8th Street, #6E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1330

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARIA PEREZ
334 E. 8th Street, #5B
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1255

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roberto Figueroa
334 E. 8th St. #1B
NY, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 3877

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JAMES HAYNES
334 E. 8th Street, #6D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1323

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRIGIDA TRAVERAS
334 E. 8th Street, #3A
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Deliver

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1415

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

REBECCA ACOSTA
334 E. 8th Street #3B
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1422

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

YI-SHENG HUANG
334 E. 8th Street, #2E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchand
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1408

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARGARITA CABA
334 E. 8th Street, #2D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1392

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NIURKA POLANCO
334 E. 8th Street #2B
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1378

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ABDUL GOFUR
334 E. 8th Street, #2C
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1385

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DORAJ MIAH
334 E. 8th Street, #2A
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 3914

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALRICE PETTAWAY
334 E. 8th Street, #1E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 3907

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NANCY MALDONADO
334 E. 8th Street, #1C
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 3884

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANA PEREZ
334 E. 8th Street, #1D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 3891

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KAI C. WONG
334 E. 8th Street, #6B
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0004 2350 1309

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MICHAEL SCHWEINBERG
334 E. 8TH STREET, 1A
NEW YORK, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 3860

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ISABEL ORTIZ
334 E. 8th Street, #5E
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1286

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MOHAMMED YOUSUF
334 E. 8th Street, #6A
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1293

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LI Y. YUAN
334 E. 8th Street, #5C
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7015 0640 0004 2350 1262

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DOUGLAS MANES
334 E. 8th Street, #5D
New York, NY 10009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail®
☐ Registered
☐ Insured Mail
☐ Priority Mail Express™
☐ Return Receipt for Merchandise
☐ Collect on Delivery

EXHIBIT 12
Energy Efficiency Report by NMIC

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

ENERGY REDUCTION PLAN FOR THE PROPOSED IMPROVEMENTS AT:

334 East 8th Street. New York City, New York

THIS AUDIT IS PREPARED BY: Northern Manhattan Improvement Corporation
Weatherization Assistance Program (NMIC WAP)
THIS AUDIT WAS PERFORMED BY: Jordan Bonomo
ORIGINAL AUDIT DATE: 5/5/2016

Performance of this audit was supported by funds from
New York State Division of Housing and Community Renewal - Energy Services Bureau

THIS ENGINEERING AUDIT WAS PREPARED BY
THE NORTHERN MANHATTAN IMPROVEMENT CORPORATION
WEATHERIZATION ASSISTANCE PROGRAM
45 WADSWORTH AVENUE, N.Y.C., N.Y. 10033

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

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THE TREAT ENGINEERING AUDIT HAS BEEN APPROVED FOR USE BY:

THE UNITED STATES DEPARTMENT OF ENERGY
THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL
THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

EXECUTIVE SUMMARY

This report includes a comprehensive energy audit, analysis, and scope of work for the building located at 334 East 8th Street New York, NY. It presents specific recommendations to reduce the energy burden of heating, domestic hot water production, and electric base load. This report used actual fuel records obtained from ConEdison and the building's oil company.

The Northern Manhattan Improvement Corporation Weatherization Assistance Program (NMIC WAP) inspected the building originally on 5/5/16 with subsequent additional visits. During these visits, NMIC WAP obtained relevant measurements, recorded test data, and analyzed fuel consumption in order to perform building analysis using EA-QUIP Multifamily Commercial energy modeling software.

NMIC WAP proposes the following Weatherization Package Options:

Recommended Package

List of Recommend Measures				
#	Description	Estimated Installed Cost	First Year Savings	S.I.R
1	INCREASE Boiler Room VENTILATION	$ 1,300	Repair	N/A
2	Decrease ambient heating Temp by 3 Deg F	$ 3,500	$ 2,912	7.10
3	Apartment airsealing	$ 2,000	$ 1,027	6.10
4	Balance w/THERMOSTAT VALVES	$ 9,000	$ 4,905	4.60
5	LO-FLO showers & restrictors	$ 375	$ 130	4.10
6	Upgrade external public lighting	$ 2,500	$ 786	3.80
7	Upgrade internal public lighting	$ 34,000	$ 9,537	3.30
8	Energy Star refrigerators	$ 11,000	$ 1,160	1.50
9	NEW Heating System	$ 50,000	$ 3,350	1.20
10	Replace apartment lighting	$ 20,000	$ 1,917	1.10
Total		**$ 133,675**	**$ 25,724**	**2.26**
Health and Safety Measures				
11	Smoke and CO detectors	$ 150	Repair	N/A
Subtotal		**$ 150**	**$ -**	**N/A**
Grand Total		**$ 133,825**	**$ 25,724**	**2.26**

Based on the above scope of work we predict the following energy savings:

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Investment Cost:	$133,675.00	**Investment Limit:**	$150,000.00
Original Operating Cost:	$55,830.13 /yr	**Savings In Operating Cost:**	$25,723.91 /yr

	Energy Factor	EAEM + Cooling (*)
Original Building	19.76 BTU/sqft/HDD	108,089.69 kWh/yr
Retrofitted Building	12.67 BTU/sqft/HDD	89,122.67 kWh/yr
% Savings	35.90 %	17.55 %

(*) EAEM(EA-Quip Applicable Electric Measures): lighting and refrigerators eligible for replacement, range and dryers if electric.

1. BUILDING BACKGROUND AND UTILITY ANALYSIS

The property at 334 East 8th Street consists of a single, 6-story building, plus a basement, with a total of 30 residential units. The unit breakdown and assumed occupancy is as follows:

334 East 8th Street 334 East 8th Street					
Apartment Type	**# of Type**	**Daytime**	**Nighttime**	**Daytime Total**	**Nighttime Total**
Studio	7	0.5	1	**3.5**	**7**
1 Bedroom	6	1	2	**6**	**12**
2 Bedroom	12	1	3	**12**	**36**
3 Bedroom	5	1	4	**5**	**20**
4 Bedroom		1	5	**0**	**0**
5 Bedroom		2	6	**0**	**0**
Total	**30**			**26.5**	**75**

The building is currently owned by 8th & C HDFC. The residential footprint is 5,839 square feet as measured from the roof by our audit team. This amounts to approximately 35,034 square feet of conditioned space.

The building is centrally heated by a modular atmospheric gas boiler system located in the basement. During writing of this report, the heating plant was in the process of being relocated to the roof. The distribution is a hydronic system and domestic hot water (DHW) for the building is provided by two dedicated hot water makers in the boiler room, also being moved to the roof. The primary heating and DHW fuel is natural gas.

1.1. Energy Use Summary

The audit revealed that the building uses approximately 32,997 therms of natural gas annually, at an average rate of $1.12 per therm. The annual base-load, which is the amount of fuel used for DHW, is 8,280 therms. The building is direct metered for electricity; however, at the time of this report the building was converting to master metering with sub-meters for each apartment unit and common space. The total

common area electric use from 2/2015 to 2/2016 was approximately 55,320 kWh at an average rate of $0.21 per KWh.

The heating energy factor is 19.7 Btu/ft²/HDD. The heating energy factor is a measure of the building's fuel use as compared to other buildings. The average energy factor for multifamily buildings in NMIC's portfolio is 15 Btu/ft²/HDD.

Figure 1, below, compares the building's actual fuel use (from utility bills) with the calculated fuel usage as modeled by EA-QUIP based on the input data from the audit. The fuel consumption is normalized based on the heating degree days (HDD) for New York City, presented in the form of monthly totals and summed for the year.

Figure 1. Calculated and Actual Oil Usage at 334 East 8th Street.

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Month	Calculated Fuel Use	Actual Fuel Use	DayTime Heat On-Time	NightTime Heat On-Time	Total Heating Load	Solar Gain	Infiltration	NH Electric **
	Therms	Therms	%	%	MMBtu	MMBtu	ac/hr	MWh
January	5,376.00	5,195.00	47.40	46.70	308.00	14.00	1.13	9.2
February	4,902.00	4,868.00	46.90	48.20	281.00	20.00	1.15	8.3
March	4,378.00	4,395.00	36.50	40.10	239.00	35.00	1.12	9.2
April	2,268.00	2,618.00	16.70	21.50	93.00	55.00	0.88	8.9
May	647.00	1,146.00	0.00	0.00	-52.00	72.00	0.72	9.2
June	626.00	690.00	0.00	0.00	-59.00	74.00	0.46	8.9
July	647.00	690.00	0.00	0.00	-87.00	73.00	0.41	9.2
August	647.00	690.00	0.00	0.00	-66.00	59.00	0.41	9.2
September	626.00	690.00	0.00	0.00	-23.00	39.00	0.48	8.9
October	1,987.00	1,642.00	15.40	15.40	71.00	22.00	0.78	9.2
November	4,077.00	3,989.00	37.00	36.60	220.00	14.00	1.02	8.9
December	4,943.00	4,851.00	43.90	42.60	278.00	11.00	1.05	9.2
Sum	**31,124.00**	**31,464.00**			**1,203.00**	**488.00**		**108.3**
Average	**2,593.67**	**2,622.00**	**20.32**	**20.93**	**100.00**	**40.67**	**0.80**	**9.03**

(**) NH Electric (Non-Heating Electric Use): includes EAEM (EA-Quip Applicable Electric Measures), cooling use and domestic use of electric.

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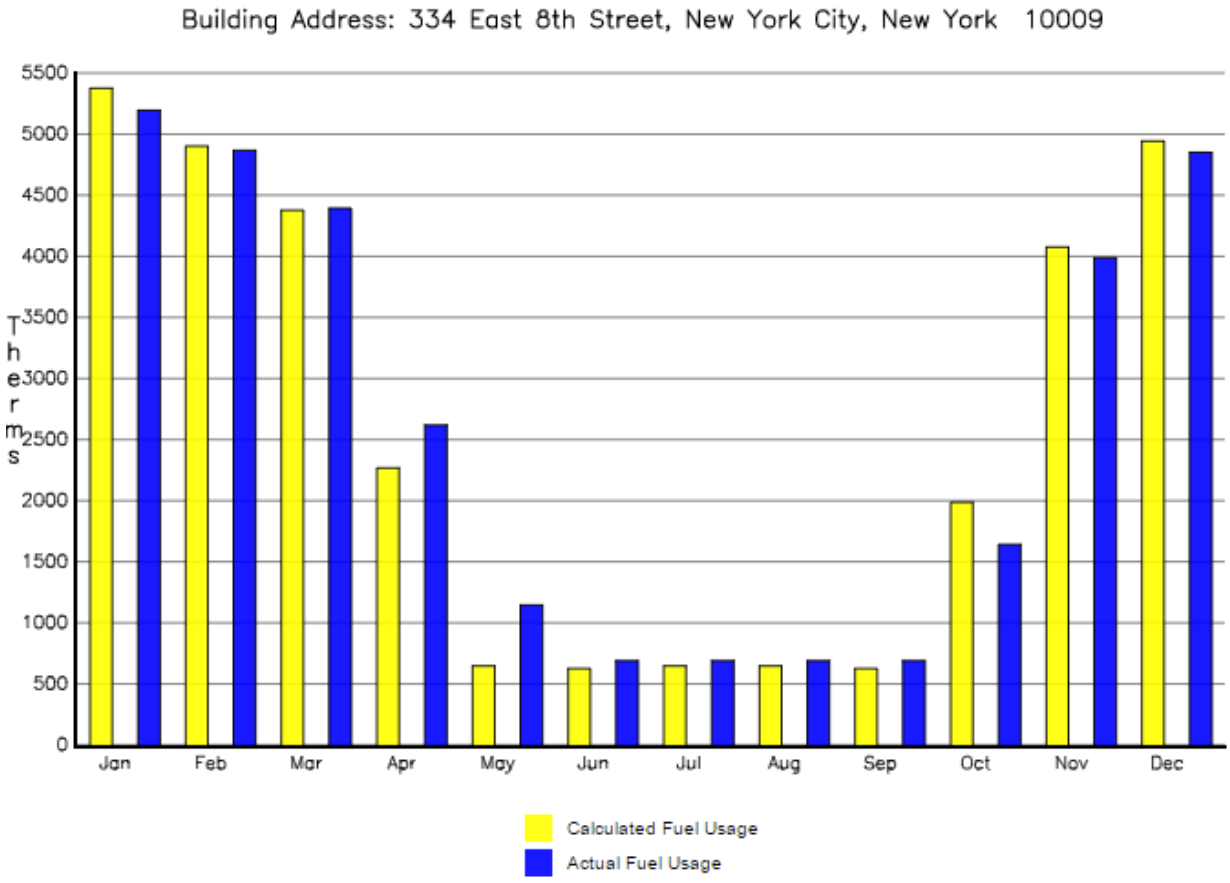

2. EXISTING CONDITIONS AND ASSUMPTIONS FOR ENERGY MODEL

The following assumptions were made in modeling the building:

The average price for fuel for 2015-16, based on bills from the owner, was $1.12 per therm (including all taxes), which was the value used in the analysis. The building paid an average $0.21 per kWh over one year for common area electricity, which was the amount used in the analysis.

The day and nighttime apartment temperatures, the occupancy during the day and night time, and corresponding domestic hot water consumption are based on measurements taken in the field as well as estimates and comparisons to similar buildings.

The annual kWh value used for the apartment refrigerator electric consumption is based on the “Refrigerator and Freezer Energy Rating Database,” found on the Kouba-Cavallo Associates Inc. website as well as metered consumption from site visits.

2.1. Heating and Domestic Hot Water Plant

Space heat for the building is provided by modular atmospheric boilers, Mfr: Slant Fin Caravan, Model: GGT 1500 (Year 1994, Max Input = 1,500 MBH) located in the basement.

Domestic hot water (DHW) for the building is provided by two standalone natural draft hot water makers, Mfr: AO Smith, Model: BTC 275, (Year 2013, Input = 275 MBH). At the time of the audit, the heating and DHW systems were being replaced by a new Weil-McLain 80, Model: 980 (Max Input -= 1280 MBH).

Old atmospheric boilers

New cast iron boiler on the roof

NMIC performed a steady state efficiency (SSE) test on the existing atmospheric boilers and DHW makers. The results are detailed in the table below.

334 East 8th Street						
5/20/2016	**Boiler 1**	**Boiler 2**	**Boiler 3**	**Boiler 4**	**DHW 1**	**DHW 2**
Ambient Temp	81.7	82.9	83.7	83.5	78.3	79.5
Net Stack Temp	289.4	337.2	384.3	315.0	207.3	285.1
%O2	13.8%	12.9%	10.5%	13.0%	10.3%	8.1%
CO2	4.0%	4.5%	5.8%	4.4%	6.0%	7.2%
CO (ppm)	0	0	0	0	0	0
SSE	76.9%	76.4%	78.0%	77.1%	84%	83%
Smoke	0	0	0	0	0	0

We measured the average combustion efficiencies of the boilers to be 77%. Based on the condition of the boilers and the inherent inefficiencies of atmospheric boilers, we estimate the annual efficiency (AFUE) to be around 67%, the efficiency used in our EA-QUIP model.

We observed the following conditions related to the heating and DHW generation:

- N/A. Boilers are being replaced as part of owner direct work.

Recommendations:

- *Replace heating system (underway).*

2.2. Controls and Distribution

The boilers are currently controlled by a Heat Timer HWR. The new boiler will be controlled by a Heat Timer HWR as well.

Apartments are heated by fin tube baseboard convectors. There are no local temperature controls in any of the apartments.

Recommendations:

- *Install thermostatic radiator valves in each apartment to regulate apartment temperatures (pending review of mechanical drawings).*

2.2. Common Area, Basement, and Security Lighting

The common area lighting consists primarily of T12 linear fluorescent lighting fixtures. The table below shows a full schedule of the lighting we observed during our walkthrough as well as a list of recommended upgrades where possible.

Location	Existing					Recommended		
Room/Area	Fixture Type	Watts/ Fixture	Hours/ Day	Qty	Total Watts	Fixture Type	Watts/ Fixture	Total Replacement Watts
Vestibule	2F40T12	86	24	1	86	24W LED	24	24
Electric room	2F40T12	86	4	1	86	24W LED	24	24
Elevator room	2F40T12	86	4	1	86	24W LED	24	24
Laundry room	2F40T12	86	24	3	258	24W LED	24	72
Old boiler room	2F40T12	86	4	3	258	24W LED	24	72
Basement hall	2F40T12	86	24	24	2064	24W LED	24	576
Community room	2F40T12	86	12	24	2064	24W LED	24	576
Basement stairs	2F40T12	86	24	1	86	24W LED	24	24
1st floor	2F40T12	86	24	8	688	24W LED	24	192
2-6th floor	2F40T12	86	24	15	1290	24W LED	24	360
Elevator	13W CFL	15	24	4	60	none	15	60
Stairs	2F40T12	86	24	7	602	24W LED	24	168
Exterior rear	100W HPS	138	12	4	552	32W LED	32	128
Exterior front	100W HPS	138	12	4	552	32W LED	32	128

Recommendations:

- *Replace common area T12 fixtures with LEDs as indicated.*
- *Replace exterior lighting with LEDs.*

2.3. Building Envelope and Windows

The building envelope consists of brick and block façade. There are approximately (218) double-hung, double-pane aluminum windows in the apartments. The apartment windows are in fair condition. Some need balance adjustments and minor repairs, but they are dated 1993 and replacement is not cost effective at this time. There are (42) total common area windows. These windows are double-pane, double-hung, and are in good condition.

There are (2) main entrance doors (including vestibule), (1) bulkhead door, and (4) basement doors in the building. All doors need to be properly weatherstripped to eliminate gaps between the doors and the frames, see photo.

The roof is flat, built up, and unvented. We believe the cavity to have some insulation based on the history of building renovations; however, we could not confirm this during the audit.

Recommendations:

- *N/A*

2.4. In-Unit Conditions

The exact in-unit lighting amounts and condition vary for each apartment since some tenants have installed standing lamps. Most in-unit lighting is provided by screw-in CFLs and incandescent bulbs. Kitchens are

Gap under bulkhead door

lit by fluorescent T12 fixtures, providing opportunity for upgrades to LEDs. Typical apartment lighting we observed throughout the building, as well as recommended replacement lighting, is represented in the table below:

Room	Existing		Replacement	
	Fixture	Watts	Fixture	Watts
Living Room	2-13W CFL	30	none	30
Hall	1-60W Ceiling	60	1-9W LED	9
Bathroom	2-60W Vanity	120	12W LED	12
Kitchen	2F40T12	100	24W LED	24
Bedroom	2-13W CFL	30	none	30

Many of the refrigerators are old and inefficient. Based on an inspection of (23) apartments out of (30) total, NMIC estimates (20) new Energy Star refrigerator to be installed. This is based on the annual electric usage of the existing units compared to new Energy Star rated ones.

About half of the apartments we saw need low-flow showerheads. The bathroom and kitchen faucet aerators are rated at 2.2 gpm. We estimate approximately (15) low-flow showerheads, rated 1.5 gpm or better, and (30) kitchen and (36) bathroom faucet aerators rated 1.0 gpm or better to be installed.

Recommendations:

- *Replace old refrigerators with Energy Star units.*
- *Replace kitchen, bathroom, and hallway fixtures with new LED fixtures.*
- *Install low-flow showerheads and faucet aerators in apartment bathrooms and kitchens.*
- *Install screw-in LED bulbs as needed.*

2.6. Infiltration and Ventilation

The building has no mechanical ventilation. Apartment kitchens and bathrooms are vented by operable windows.

Recommendations:

- *Apartment airsealing – caulk, foam, and weatherstrip in apartments*
- *Install door sweeps on apartment doors as needed.*

3. HEALTH AND SAFETY MEASURES

Based on the visual inspection of the building the following condition(s) were found to be dangerous to the building's tenants and personnel and are recommended for immediate correction:

1. *Install CO and smoke detectors in boiler room and each apartment as needed.*

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4. SUMMARY OF PROPOSED SCOPE OF WORK

List of Recommend Measures				
#	Description	Estimated Installed Cost	First Year Savings	S.I.R
1	INCREASE Boiler Room VENTILATION	$ 1,300	Repair	N/A
2	Decrease ambient heating Temp by 3 Deg F	$ 3,500	$ 2,912	7.10
3	Apartment airsealing	$ 2,000	$ 1,027	6.10
4	Balance w/THERMOSTAT VALVES	$ 9,000	$ 4,905	4.60
5	LO-FLO showers & restrictors	$ 375	$ 130	4.10
6	Upgrade external public lighting	$ 2,500	$ 786	3.80
7	Upgrade internal public lighting	$ 34,000	$ 9,537	3.30
8	Energy Star refrigerators	$ 11,000	$ 1,160	1.50
9	NEW Heating System	$ 50,000	$ 3,350	1.20
10	Replace apartment lighting	$ 20,000	$ 1,917	1.10
Total		**$ 133,675**	**$ 25,724**	**2.26**
Health and Safety Measures				
11	Smoke and CO detectors	$ 150	Repair	N/A
Subtotal		**$ 150**	**$ -**	**N/A**
Grand Total		**$ 133,825**	**$ 25,724**	**2.26**

To realize the full energy and monetary savings of the retrofits, to ensure an improvement in the quality of life of tenants and to promote the viability and stability of the building, NMIC recommends completion of each of the above retrofits.

5. IMPROVEMENT PACKAGE SUMMARY

Below is a summary of the savings and cost analysis for the scope of work. We estimate that proposed measures will reduce the building's energy costs by $24,724 in the first year. This estimate does not include those measures not analyzed by EA-QUIP software.

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Investment Cost:	$133,675.00	**Investment Limit:**	$150,000.00
Original Operating Cost:	$55,830.13 /yr	**Savings In Operating Cost:**	$25,723.91 /yr

	Energy Factor	EAEM + Cooling (*)
Original Building	19.76 BTU/sqft/HDD	108,089.69 kWh/yr
Retrofitted Building	12.67 BTU/sqft/HDD	89,122.67 kWh/yr
% Savings	**35.90 %**	**17.55 %**

(*) EAEM(EA-Quip Applicable Electric Measures): lighting and refrigerators eligible for replacement, range and dryers if electric.

Description	Location	First Year savings ($)	Initial Cost ($)	Simple Payback (yrs)	Cumulative Cost ($)
Upgrade external public lighting	Lighting	786.20	2500.00	3.2 yr	2500.00
Upgrade internal public lighting	Lighting	9536.78	34000.00	3.6 yr	36500.00
SEAL cracks & holes	Primary (Walls)	1026.81	2000.00	1.9 yr	38500.00
Replace apartment lighting	Lighting	1917.20	20000.00	10.4 yr	58500.00
Install 386 kwh/yr REFRIGERATOR	Appliance	1159.55	11000.00	9.5 yr	69500.00
LO-FLO showers & restrictors	Appliance	130.04	375.00	2.9 yr	69875.00
Decrease ambient heating Temp by 3 Deg F	Control and distribution	2912.48	3500.00	1.2 yr	73375.00
Balance w/THERMOSTAT VALVES	Control and distribution	4904.61	9000.00	1.8 yr	82375.00
NEW Heating System	Heating system (85% - Mid Efficiency)	3350.24	50000.00	14.9 yr	132375.00
INCREASE Boiler Room VENTILATION	Heating system	Repair	1300.00	-	133675.00

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6. EA-QUIP Report

NMIC uses EA-QUIP software to model the current consumption of heating and domestic hot water fuel of the building in order to analyze energy use and energy conservation opportunities in multifamily dwellings. EA-QUIP is an approved software program of the United States Department of Energy, New York State Department of Housing and Community Renewal, and the New York State Energy Research and Development Authority.

DISCLAIMER

The owner(s) and manager(s) of the building(s) contained in this report are reminded that any improvements suggested in this scope of work must be performed in accordance with all local, state, and federal laws and regulations that apply to said work. Particular attention must be paid to any work that involves the disturbance of products containing asbestos or lead.

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Appendix A: Fuel Use Analysis

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo

Audit Date: 05/05/2016

State: New York

City: New York City

Fuel Units: Therms

Heating Reference Temperature: 65 DegF

Billing Summary

Fuel Period Analysis:	700	Days
Total Fuel:	48,284.0	Therms
Total Fuel Bill Amount:	$54,064.00	
Average Fuel Cost:	$1.12	

Yearly Usage

	Actual	Normalized
Total Usage:	30,013	32,997
Monthly Base:	690	690
Heating Degree Days(HDD):	4,274	4,709

Date	Quantity (Therms)	Bill Amount ($)
03/12/2014	0.0	0
04/10/2014	3511.0	4803.00
05/09/2014	2113.0	2939.00
06/10/2014	1094.0	1549.00
07/10/2014	746.0	906.00
08/08/2014	618.0	740.00
09/09/2014	645.0	762.00
10/07/2014	637.0	782.00
11/06/2014	1483.0	1872.00
12/09/2014	3491.0	3627.00
01/09/2015	3933.0	4659.00
02/10/2015	4782.0	4870.00
03/12/2015	4541.0	3936.00
04/10/2015	3383.0	3302.00
05/11/2015	1823.0	2128.00
06/10/2015	1046.0	1238.00
07/10/2015	760.0	799.00
08/10/2015	708.0	689.00
09/09/2015	641.0	615.00
10/07/2015	887.0	766.00
11/06/2015	1626.0	1760.00
12/09/2015	2664.0	2940.00
01/11/2016	3175.0	4166.00
02/10/2016	3977.0	4216.00

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

FUEL ANALYSIS 334 East 8th St

Building Name: 334 East 8th St
Account Serves: Common Areas
Number of Units: 30
Fuel Type: **Electricity** Fuel Units: kWh
Fuel Heat Content: 3,412 Btu/kWh
Heating Degree Days: HDD
Total Heated Area: 35,034 sq. ft.
Billing Period Analyzed: 02/10/15 thru 02/10/16
Utility: ConEd Tariff:
Account#:

MONTH		Energy kWh	Demand kW	Cost	mmBtu
2/10/2015	3/12/2015	6,440	15	$1,658.00	22
3/12/2015	4/10/2015	5,440	14	$882.00	19
4/10/2015	5/11/2015	5,400	14	$1,029.00	18
5/11/2015	6/10/2015	4,880	12	$934.00	17
6/10/2015	7/10/2015	4,720	12	$944.00	16
7/10/2015	8/10/2015	5,120	13	$1,097.00	17
8/10/2015	9/9/2015	4,600	12	$976.00	16
9/9/2015	10/7/2015	4,280	13	$852.00	15
10/7/2015	11/6/2015	4,680	14	$873.00	16
11/6/2015	12/9/2015	1,620	14	$632.00	6
12/9/2015	1/11/2016	1,620	14	$632.00	6
1/11/2016	2/10/2016	6,520	13	$1,102.00	22
Total		55,320	13	$11,611	189

Yearly Consumption:	55,320	kWh =	189 mmBtu
All-Inclusive Average Cost of Electricity:	$0.21 /	kWh	
Actual Average Use for this meter:	1,844	kWh / apartment*	
	1.58	kWh / sq. ft.	
Compare to:			
Average use in common areas	2,030	kWh / apartment*	

* Includes common area consumption only

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Appendix B: EA-QUIP Report

EA-QUIP **Fuel Data**

ASSOCIATION FOR ENERGY AFFORDABILITY

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

State: New York **City:** New York City

Fuel Units: Therms

Heating Reference Temperature: 65 DegF

Billing Summary

Fuel Period Analysis:	700	Days
Total Fuel:	48,284.0	Therms
Total Fuel Bill Amount:	$54,064.00	
Average Fuel Cost:	$1.12	

Yearly Usage

	Actual	Normalized
Total Usage:	30,013	32,997
Monthly Base:	690	690
Heating Degree Days(HDD):	4,274	4,709

Date	Quantity (Therms)	Bill Amount ($)
03/12/2014	0.0	0
04/10/2014	3511.0	4803.00
05/09/2014	2113.0	2939.00
06/10/2014	1094.0	1549.00
07/10/2014	746.0	906.00
08/08/2014	618.0	740.00
09/09/2014	645.0	762.00
10/07/2014	637.0	782.00
11/06/2014	1483.0	1872.00
12/09/2014	3491.0	3627.00
01/09/2015	3933.0	4659.00
02/10/2015	4782.0	4870.00
03/12/2015	4541.0	3936.00
04/10/2015	3383.0	3302.00
05/11/2015	1823.0	2128.00
06/10/2015	1046.0	1238.00
07/10/2015	760.0	799.00
08/10/2015	708.0	689.00
09/09/2015	641.0	615.00
10/07/2015	887.0	766.00
11/06/2015	1626.0	1760.00
12/09/2015	2664.0	2940.00
01/11/2016	3175.0	4166.00
02/10/2016	3977.0	4216.00

Building Information

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor

Auditor	Jordan Bonomo
Phone	2128228340
Company	NMIC
Reviewer	HCR
Audit Date	2016-05-05

Owner

Owner	
Phone	
Fax	

Superintendent

Superintendent	
Phone	
Other Contact	

Agency

Agency	NMIC
Contact	Jordan Bonomo
Phone	2128228340

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

EA-QUIP

Building Data

ASSOCIATION FOR ENERGY AFFORDABILITY

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

GENERAL

Terrain	D--Dense Urban
Shielding	M--Moderate
Ground Surface	O--Old Concrete
Number Of Heated Floors (No.)	6.00
Number Of Dwelling Units (No.)	30
Average Heated Space Per Floor (sqft)	5839.00
Ceiling Height (feet)	9.00
Dwelling Mass	M--Medium
Cooling Equipment	N--None

INFILTRATION

Infiltration Measured	E--Estimated air changes/hour
Estimated Air Changes/hour (No.)	0.80

ECONOMICS&FUEL

Maximum Expenditure ($)	150000.00
Real Discount Rate (%)	3.00
Master Electric Metering	N--No
Space Heating Fuel	G--Gas
Domestic Hot Water Fuel	G--Gas
Actual Heating Degree Days (Degdays)	4274
Actual Yearly Gas Use (therm)	30013.00
Actual Base Gas Use (therm/mo)	690.00
Gas Price ($/therm)	1.12
Heating Fuel Price Escalation Rate (%)	0
Dhw Fuel Price Escalation Rate (%)	0
Current Electricity Price ($/kwh)	0.21
Consider Switching Electric Rates?	N--No

HEAT-SYSTEM

Heating Equipment Type	L--Atmospheric Gas Boiler
Rated Input Capacity (mbtu/hr)	1500.00
Combustion Efficiency (%)	67.00
Measured Flue Carbon Dioxide (%)	4.70
Net Flue Gas Temperature (deg F)	331.00
Measured Flue Gas Draft (in. H20)	-0.03
Measured Flue Co (ppm)	0
Measured Ambient Co (ppm)	0
Barometric Damper	N--None
Heating System Condition	R--Replace system
Boiler Replacement Cost ($)	50000.00
Replacement Boiler Combustion Efficiency	85% - Mid Efficiency
Service Life Of Measure (yrs)	25

Burner Condition	G--Good
Source Of Boiler Room Ventilation	O--Outside
Air Inlet Area (sqin)	300.00

CTRLDIST

Type Of Distribution System	W--Hot water
Total Uninsulated Heating Pipe/duct Length (ft)	0
Type Of Heating Controls	T--Outdoor & Indoor Temp Sensors
Condition Of Sensor/Controls	G--Good
Number Of Sensors (No.)	2
Modulating Aquastat	N--None OR Not working
Heating Day Thermostat Setting (degF)	75.00
Heating Night Setting (degF)	73.00
Percent Of Dwelling Out Of Balance (%)	50.00
Avg Out-of-balance Temperature (degF)	79.50
Location Imbalance	Y--Upper floor + Southerly Rooms

APPLIANCES

Avg Daytime Occupants In Dwelling (No.)	27
Avg Night Occupants In Dwelling (No.)	75
Total Daily Hot Water Use (gal/day)	1500.00
Number Of Showers In Dwelling (No.)	30
Percentage of Building with Low-Flow Fixtures (Showerheads and Faucet Aerators)(%)	50.00
Water Heater Type	S--Gas-insulated w/storage
Input Rating (mbtu/hr)	550.00
Condition of Water Heater	G--Good
Measured Combustion Efficiency (%)	75.00
Hot Water Temperature (degF)	130.00
Location Of Water Heater	B--Basement
Total Length Of Uninsulated Dhw Pipes (ft)	0
Number of Apartments with In-Unit Laundry Dryers (No.)	0
Stove/Oven Type	G--Gas
Typical Refrigerator Type	M--Man. defrost & freezer
Number Of Refrigerators to Be Replaced (No.)	20
Average Annual Refrigerator Use of Refrigerators to be Replaced (KWh)	707.00
Number of Refrigerators NOT to be Replaced (No.)	10
Average Annual Refrigerator Use of Refrigerators NOT to be Replaced (KWh)	352.00

LIGHTING

Total Lighting Wattage Per Unit (watts)	340
Hours On Of In-unit Space Lighting (hours)	4.00
Percent In-unit Wattage Reduction (%)	69.00
Avg Interior Public Lighting Wattage per Floor (watts)	1271.00
Hours On of Interior Public Lighting (hours)	24.00
Percent Interior Public Wattage Reduction (%)	68.00
Total Wattage of Exterior Public Lighting (watts)	1140.00
Hours On of Exterior Lighting (hours)	12.00
Percent Exterior Public Wattage Reduction (%)	75.00

WALLS

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Primary

Name Of Wall	Primary
Wall Orientation	M--Multiple
Azimuth Of North Face (degrees)	0
Wall Type	X--8" Brick & air space
Wall Insulation	F--Fiberglass batts
Insulation Thickness (in)	3.00
Insulatable Wall Thickness (in)	0
North-facing Exterior Area (sqft)	7910.00
East-facing Exterior Area (sqft)	10500.00
South-facing Exterior Area (sqft)	7700.00
West-facing Exterior Area (sqft)	10500.00
Area Of Windows In Wall (sqft)	4081.00
Area Of Doors In Wall (sqft)	125.00
Air Leakage Through Wall	S--Small
Area Of Any Hole In Wall (sqin)	200.00

WINDOWS

Primary

Name Of Windows	Primary
Window Orientation	M--Multiple
Window Type	D--Double hung
Glazing	D--Double pane
Curtains Blinds	S--Shades or Blinds
Average Sash Fit	T--Tight
Physical Condition Of Frame	G--Good
Cracks Between Frame Wall	S--Small
Area Of Any Holes In Windows (sqin)	0
Area Per Window (sqin)	2373.00
Number Of: North Windows (No.)	71
" Number Of: East Windows" (No.)	25
" Number Of: South Windows" (No.)	74
" Number Of: West Windows" (No.)	48
" December Solar Exposure - East" (%)	30.00
" December Solar Exposure - South" (%)	30.00
" December Solar Exposure - West" (%)	30.00
Replacement Window U-Value	0.40
Expected window air leakage reduction due to replacement	S--Small

Common Area

Name Of Windows	Common Area
Window Orientation	M--Multiple
Window Type	D--Double hung
Glazing	D--Double pane
Curtains Blinds	N--None
Average Sash Fit	T--Tight
Physical Condition Of Frame	G--Good
Cracks Between Frame Wall	S--Small
Area Of Any Holes In Windows (sqin)	0
Area Per Window (sqin)	1677.00

Number Of: North Windows (No.)	18
" Number Of: East Windows" (No.)	3
" Number Of: South Windows" (No.)	21
" Number Of: West Windows" (No.)	0
Replacement Window U-Value	0.40
Expected window air leakage reduction due to replacement	S--Small

DOORS

Entrance

Name Of Doors	Entrance
Door Type	P--Plain (Hinged)
Door Material	G--Glass w/Metal or Wood Frame
Storm Doors Or Vestibule	V--Vestibule
Door Fit	T--Tight
Number Of Doors (No.)	1
Area Per Door (sqft)	21.00
Approximate Glass Area (%)	90.00

Bulkhead

Name Of Doors	Bulkhead
Door Type	P--Plain (Hinged)
Door Material	M--Hollow Metal
Storm Doors Or Vestibule	N--None
Door Fit	T--Tight
Number Of Doors (No.)	1
Area Per Door (sqft)	19.00
Approximate Glass Area (%)	0

Basement

Name Of Doors	Basement
Door Type	P--Plain (Hinged)
Door Material	M--Hollow Metal
Storm Doors Or Vestibule	N--None
Door Fit	T--Tight
Number Of Doors (No.)	4
Area Per Door (sqft)	21.00
Approximate Glass Area (%)	0

ROOF

Primary

Name For Attic/roof	Primary
Roof Type	F--Flat roof
Insulation Type	F--Fiberglass batts
Insulation Thickness (in)	6.00
Insulatable Air Space (in)	0
Roof Area (sqft)	5356.00
No. Of Rooftop Windows (No.)	0
No. Of Rooftop Doors (No.)	1
No. Of Penetrations (No.)	4
Water Leakage Through Roof	T--Tightly sealed
Roof Top Material	B--Built-up

Roof Color	L--Light

BASE

Primary

Base Name	Primary
Base Type	S--Slab-on-grade
Floor Area (sqft)	5356.00
Exterior Perimeter (ft)	324.00

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

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Building Data Comments

ASSOCIATION FOR ENERGY AFFORDABILITY

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

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Energy Analysis Of Existing Conditions

ASSOCIATION FOR ENERGY AFFORDABILITY

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Seasons

The HEATING season is from October through May. The COOLING season is from June through September.

Physical

			Heating	Cooling
Total Living Space (sqft):	35034.00			
Number of Apartments:	30	**Season Infiltration (cfm):**	5342.99	2612.99
Dwelling Volume (cuft):	315306.0	**Air Exchange Rate (ach):**	1.02	0.50

(BTU/Hr/degF)	Overall	Roof	Wall	Win & Doors	Base
Conduction	5072.33	244.64	2117.91	2437.62	272.16
Infiltration	1235.50	293.55	490.56	451.38	0.00
Total	**6307.83**	**538.19**	**2608.47**	**2889.00**	**272.16**

(sqft)	North	East	South	West	Horizontal
Wtr Solar Aperture	757.59	326.23	803.37	462.76	52.67
Smr Solar Aperture	757.59	326.23	803.37	462.76	52.67

System & Economics

	Heating	Cooling	Water Heater	Electric
Day/Night Temp (degF)	75/73.0	78/80	130	-n/a-
Real Fuel Escalation(%)	0.00	0.00	0.00	0.00

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Energy Savings Measures

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On User Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Original Operating Cost: $55,830.13 /yr **Savings In Operating Cost:** $15,877.81 /yr

	Heating	Cooling	Water Heater	EAEM (*)
Original Building (MMBtu/yr)	2,350.14	0.00	608.60	368.91
Retrofitted Building(MMBtu/yr)	1,299.62	0.00	596.99	304.18
Energy Savings	44.70%	0.00%	1.91%	17.55%

(*) EAEM (EA-Quip Applicable Electric Meausures): lighting and refrigerators eligible for replacement, range and dryers if electric.

Description	Location	Heating (%)	Cooling (%)	Water Heater (%)	Other Electric (%)
Upgrade external public lighting	Lighting	-	-	-	3.46
Upgrade internal public lighting	Lighting	-	-	-	42.03
SEAL cracks & holes	Primary (Walls)	3.90	-	-	-
Replace apartment lighting	Lighting	-0.91	-	-	9.51
Install 386 kwh/yr REFRIGERATOR	Appliance	-0.72	-	-	5.94
LO-FLO showers & restrictors	Appliance	-	-	1.91	-
Decrease ambient heating Temp by 3 Deg F	Control and distribution	11.06	-	-	-
Balance w/THERMOSTAT VALVES	Control and distribution	18.63	-	-	-
NEW Heating System	Heating system (85% - Mid Efficiency)	12.73	-	-	-
INCREASE Boiler Room VENTILATION	Heating system	-	-	-	-

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Energy Savings Measures

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On System Defined Retrofits

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Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

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Description	**Location**	**Heating (%)**	**Cooling (%)**	**Water Heater (%)**	**Other Electric (%)**
INCREASE Boiler Room VENTILATION	Heating system	-	-	-	-
LO-FLO showers & restrictors	Appliance	-	-	1.91	-
Upgrade external public lighting	Lighting	-	-	-	3.46
Upgrade internal public lighting	Lighting	-	-	-	42.03
Balance w/THERMOSTAT VALVES	Control and distribution	18.63	-	-	-
Decrease ambient heating Temp by 3 Deg F	Control and distribution	11.06	-	-	-
Install 386 kwh/yr REFRIGERATOR	Appliance	-0.72	-	-	5.94
SEAL cracks & holes	Primary (Walls)	3.90	-	-	-
NEW Heating System	Heating system (85% - Mid Efficiency)	12.73	-	-	-
Replace apartment lighting	Lighting	-0.91	-	-	9.51

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

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Savings And Costs Analysis

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On User Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Investment Cost:	$133,675.00	**Investment Limit:**	$150,000.00
Original Operating Cost:	$55,830.13 /yr	**Savings In Operating Cost:**	$25,723.91 /yr

	Energy Factor	EAEM + Cooling (*)
Original Building	19.76 BTU/sqft/HDD	108,089.69 kWh/yr
Retrofitted Building	12.67 BTU/sqft/HDD	89,122.67 kWh/yr
% Savings	**35.90 %**	**17.55 %**

(*) EAEM(EA-Quip Applicable Electric Measures): lighting and refrigerators eligible for replacement, range and dryers if electric.

Description	Location	First Year savings ($)	InitialCost ($)	SimplePayback(yrs)	Cumulative Cost ($)
Upgrade external public lighting	Lighting	786.20	2500.00	3.2 yr	2500.00
Upgrade internal public lighting	Lighting	9536.78	34000.00	3.6 yr	36500.00
SEAL cracks & holes	Primary (Walls)	1026.81	2000.00	1.9 yr	38500.00
Replace apartment lighting	Lighting	1917.20	20000.00	10.4 yr	58500.00
Install 386 kwh/yr REFRIGERATOR	Appliance	1159.55	11000.00	9.5 yr	69500.00
LO-FLO showers & restrictors	Appliance	130.04	375.00	2.9 yr	69875.00
Decrease ambient heating Temp by 3 Deg F	Control and distribution	2912.48	3500.00	1.2 yr	73375.00
Balance w/THERMOSTAT VALVES	Control and distribution	4904.61	9000.00	1.8 yr	82375.00
NEW Heating System	Heating system (85% - Mid Efficiency)	3350.24	50000.00	14.9 yr	132375.00
INCREASE Boiler Room VENTILATION	Heating system	Repair	1300.00	-	133675.00

EA-QUIP

Savings And Costs Analysis

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On System Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Investment Cost:	$133,675.00	**Investment Limit:**	$150,000.00

NMIC
NORTHERN MANHATTAN IMPROVEMENT CORPORATION

Original Operating Cost: $55,830.13 /yr **Savings In Operating Cost:** $25,723.91 /yr

	Energy Factor	EAEM + Cooling (*)
Original Building	19.76 BTU/sqft/HDD	108,089.69 kWh/yr
Retrofitted Building	12.67 BTU/sqft/HDD	89,122.67 kWh/yr
% Savings	**35.90 %**	**17.55 %**

(*) EAEM(EA-Quip Applicable Electric Measures): lighting and refrigerators eligible for replacement, range and dryers if electric.

Description	Location	First Year savings ($)	Initial Cost ($)	Simple Payback (yrs)	Cumulative Cost ($)
INCREASE Boiler Room VENTILATION	Heating system	Repair	1300.00	-	1300.00
LO-FLO showers & restrictors	Appliance	130.04	375.00	2.9 yr	1675.00
Upgrade external public lighting	Lighting	786.20	2500.00	3.2 yr	4175.00
Upgrade internal public lighting	Lighting	9536.78	34000.00	3.6 yr	38175.00
Balance w/THERMOSTAT VALVES	Control and distribution	4904.61	9000.00	1.8 yr	47175.00
Decrease ambient heating Temp by 3 Deg F	Control and distribution	2912.48	3500.00	1.2 yr	50675.00
Install 386 kwh/yr REFRIGERATOR	Appliance	1159.55	11000.00	9.5 yr	61675.00
SEAL cracks & holes	Primary (Walls)	1026.81	2000.00	1.9 yr	63675.00
NEW Heating System	Heating system (85% - Mid Efficiency)	3350.24	50000.00	14.9 yr	113675.00
Replace apartment lighting	Lighting	1917.20	20000.00	10.4 yr	133675.00

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

EA-QUIP

Investment Analysis

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On User Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Initial Investment: $133,675.00 **Investment Limit:** $150,000.00

Real Discount Rate: 3.00 %

	Heating	Cooling	Water Heater	Other Electric
Type of equipment	L--Atmospheric Gas Boiler	N--None	S--Gas-insulated w/storage	
Fuel prices ($/MMBtu)	11.20	61.51	11.20	61.51
Real Fuel Escalation (%)	0.00 %	0.00 %	0.00 %	0.00 %

Description	Location	Discounted Payback	Interest Rate of Return	S.I.R.
Decrease ambient heating Temp by 3 Deg F	Control and distribution	1.2 yr	83.02 %	7.1
SEAL cracks & holes	Primary (Walls)	2.0 yr	51.24 %	6.1
Balance w/THERMOSTAT VALVES	Control and distribution	1.9 yr	53.76 %	4.6
LO-FLO showers & restrictors	Appliance	3.1 yr	34.26 %	4.1
Upgrade external public lighting	Lighting	3.4 yr	30.89 %	3.8
Upgrade internal public lighting	Lighting	3.8 yr	27.30 %	3.3
Install 386 kwh/yr REFRIGERATOR	Appliance	11.3 yr	8.17 %	1.5
NEW Heating System	Heating system (85% - Mid Efficiency)	20.1 yr	4.44 %	1.2
Replace apartment lighting	Lighting	12.7 yr	4.93 %	1.1
INCREASE Boiler Room VENTILATION	Heating system	Repair	0.00 %	-

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Investment Analysis

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On System Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Initial Investment: $133,675.00 **Investment Limit:** $150,000.00

Real Discount Rate: 3.00 %

	Heating	Cooling	Water Heater	Other Electric
Type of equipment	L--Atmospheric Gas Boiler	N--None	S--Gas-insulated w/storage	
Fuel prices ($/MMBtu)	11.20	61.51	11.20	61.51
Real Fuel Escalation (%)	0.00 %	0.00 %	0.00 %	0.00 %

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Description	Location	Discounted Payback	Interest Rate of Return	S.I.R.
Decrease ambient heating Temp by 3 Deg F	Control and distribution	1.2 yr	83.02 %	7.1
SEAL cracks & holes	Primary (Walls)	2.0 yr	51.24 %	6.1
Balance w/THERMOSTAT VALVES	Control and distribution	1.9 yr	53.76 %	4.6
LO-FLO showers & restrictors	Appliance	3.1 yr	34.26 %	4.1
Upgrade external public lighting	Lighting	3.4 yr	30.89 %	3.8
Upgrade internal public lighting	Lighting	3.8 yr	27.30 %	3.3
Install 386 kwh/yr REFRIGERATOR	Appliance	11.3 yr	8.17 %	1.5
NEW Heating System	Heating system (85% - Mid Efficiency)	20.1 yr	4.44 %	1.2
Replace apartment lighting	Lighting	12.7 yr	4.93 %	1.1
INCREASE Boiler Room VENTILATION	Heating system	Repair	0.00 %	-

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

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Building Modeling

ASSOCIATION FOR ENERGY AFFORDABILITY

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Month	Calculated Fuel Use	Actual Fuel Use	DayTime Heat On-Time	NightTime Heat On-Time	Total Heating Load	Solar Gain	Infiltration	NH Electric **
	Therms	Therms	%	%	MMBtu	MMBtu	ac/hr	MWh
January	5,373.00	5,195.00	47.40	46.70	307.00	14.00	1.12	9.2
February	4,900.00	4,868.00	46.80	48.20	281.00	20.00	1.15	8.3
March	4,377.00	4,395.00	36.50	40.00	239.00	35.00	1.12	9.2
April	2,267.00	2,618.00	16.70	21.50	93.00	55.00	0.88	8.9
May	647.00	1,146.00	0.00	0.00	-52.00	72.00	0.72	9.2
June	626.00	690.00	0.00	0.00	-59.00	74.00	0.46	8.9
July	647.00	690.00	0.00	0.00	-87.00	73.00	0.41	9.2
August	647.00	690.00	0.00	0.00	-66.00	59.00	0.41	9.2
September	626.00	690.00	0.00	0.00	-23.00	39.00	0.48	8.9
October	1,988.00	1,642.00	15.40	15.40	71.00	22.00	0.78	9.2
November	4,075.00	3,989.00	37.00	36.60	220.00	14.00	1.02	8.9
December	4,940.00	4,851.00	43.90	42.60	278.00	11.00	1.05	9.2
Sum	**31,113.00**	**31,464.00**			**1,202.00**	**488.00**		**108.3**
Average	**2,592.75**	**2,622.00**	**20.31**	**20.92**	**100.00**	**40.67**	**0.80**	**9.03**

(**) NH Electric (Non-Heating Electric Use): includes EAEM (EA-Quip Applicable Electric Measures), cooling use and domestic use of electric.

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NORTHERN MANHATTAN IMPROVEMENT CORPORATION

EA-QUIP

Scope of Work

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On User Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Description	Location	Initial Cost ($)	First YearSavings ($)	S.I.R
INCREASE Boiler Room VENTILATION	Heating system	1,300.00	Repair	-
Decrease ambient heating Temp by 3 Deg F	Control and distribution	3,500.00	2,912.48	7.10
SEAL cracks & holes	Primary (Walls)	2,000.00	1,026.81	6.10
Balance w/THERMOSTAT VALVES	Control and distribution	9,000.00	4,904.61	4.60
LO-FLO showers & restrictors	Appliance	375.00	130.04	4.10
Upgrade external public lighting	Lighting	2,500.00	786.20	3.80
Upgrade internal public lighting	Lighting	34,000.00	9,536.78	3.30
Install 386 kwh/yr REFRIGERATOR	Appliance	11,000.00	1,159.55	1.50
NEW Heating System	Heating system (85% - Mid Efficiency)	50,000.00	3,350.24	1.20
Replace apartment lighting	Lighting	20,000.00	1,917.20	1.10
Total		**$133,675.00**	**$25,723.91**	**2.26**

EA-QUIP

Scope of Work

ASSOCIATION FOR ENERGY AFFORDABILITY

Based On System Defined Retrofits

Building Address: 334 East 8th Street, New York City, New York 10009

Auditor: Jordan Bonomo **Audit Date:** 05/05/2016

Description	Location	Initial Cost ($)	First Year Savings ($)	S.I.R
INCREASE Boiler Room VENTILATION	Heating system	1,300.00	Repair	-
Decrease ambient heating Temp by 3 Deg F	Control and distribution	3,500.00	2,912.48	7.10
SEAL cracks & holes	Primary (Walls)	2,000.00	1,026.81	6.10
Balance w/THERMOSTAT VALVES	Control and distribution	9,000.00	4,904.61	4.60
LO-FLO showers & restrictors	Appliance	375.00	130.04	4.10
Upgrade external public lighting	Lighting	2,500.00	786.20	3.80
Upgrade internal public lighting	Lighting	34,000.00	9,536.78	3.30
Install 386 kwh/yr REFRIGERATOR	Appliance	11,000.00	1,159.55	1.50
NEW Heating System	Heating system (85% - Mid Efficiency)	50,000.00	3,350.24	1.20
Replace apartment lighting	Lighting	20,000.00	1,917.20	1.10
Total		**$133,675.00**	**$25,723.91**	**2.26**