

*Herbert E. Hirschfeld, P.E.*

*Technical Consulting Specializing in Energy Management, Cogeneration & Submetering*

Post Office Box 744  
Glen Cove, New York 11542

**November 27, 2017**

**State of New York  
Department of Public Service  
3 Empire Plaza  
Albany, NY 12223**

**Attention: Ms. Kathleen H. Burgess, Secretary to the Commission**

**Ref: Case Number: 17-E-0347**

**Submetering Notice for 150 East 34<sup>th</sup> Street  
150 East 34th Street  
New York, New York 10016**

**Dear Ms. Burgess:**

**This submittal amends the original submittal of June 12, 2017 and incorporates changes and additional information requested by PSC Staff members resulting from their review process and numerous email communications during the time period of the original submittal to this date. One of the most significant amendments was that the building ownership has withdrawn the request to waive the disconnect capability of the submetering system. A notarized statement confirming this was subsequently forwarded to your office. Other requested materials are attached herein as required.**

**As required by Part 96 of the New York State Public Service Law, we have prepared this letter to file a Notice to utilize electrical submetering for 150 East 34<sup>th</sup> Street. This project consists of a building located at 150 East 34<sup>th</sup> Street, New York, New York 10016 including a small adjacent brownstone located at 140 East 34<sup>th</sup> Street. This project is within Consolidated Edison Company of New York (Con Edison) territory.**

**The owner of the building is as follows:**

**Murray Hill Marquis LLC  
C/o Queens Office Tower LP  
40 West 57th Street  
New York, New York 10019**

**(Certificate of Incorporation and registration with the New York City Department of Finance are attached herein)**

**This master metered building (150 East 34<sup>th</sup> Street) has been operating as a hotel until recently acquired by Murray Hill Marquis LLC with the intent of converting this property into a rental building consisting of 254 rental apartment units. The adjacent brownstone will also be converted to provide an additional 7 rental apartment units as a component of this project. These units are being renovated and will primarily be studio-type apartments which will be rented to professional type individuals who desire to live in Manhattan in order to reside in proximity to their place of business. These apartments will be rented at fair market.**

**It is the owner's desire to submeter the individual apartments of this master metered building and brownstone in order to provide electricity to these apartments at the most advantageous rate available in Con Edison territory. It is also a primary goal of the owner to submeter the electricity in order to achieve the energy conservation benefits which submetering has proven to accomplish. It should be noted that the ownership of this property owns and operates numerous other residential properties which have submetered electricity and have verified the conservation benefit of submetering.**

**In addition, the ownership is anxious to utilize an existing advanced submetering technology which has secured PSC approval and employs integral temperature sensors which will enable the optimization of the building heating system, thereby gaining the additional conservation benefit from fuel savings utilized for apartment space heating. The selected system is manufactured by Intech21, a New York based company, located in Port Washington, New York. The submetering system will comprise of Intech Power Meters PM-2104-3 which has been utilized by numerous buildings which have submetered in New York State.**

**Unfortunately, the individual apartment submeters do not include a disconnect capability; therefore, the disconnect will be effectuated by disconnecting apartment power at the apartment circuit breaker and locking it until the tenant satisfies outstanding payments for electricity in accordance with the procedures dictated by the Home Energy Fair Practices Act (HEFPA). This process will require apartment entry which is outlined in the rental or lease agreement at the time when the apartment is rented and agreed to by the tenant. Attached are copies of the tenant information and HEFPA statements regarding this matter, as well as, the lease agreement which addresses this issue.**

**Since my original submittal the building has initiated occupancy; however, to date has not installed any submetering equipment and is awaiting PSC approval. Accordingly, at this time the occupying tenants are not being billed for electricity based on their actual usage.**

**All relevant submetering information for the purposes of informing the tenants with regard to this matter have been incorporated into their leases as they elect to rent in this building. They will also be given copies of all relevant Home Energy Fair Practices Act (HEFPA) information which will clearly outline their rights with**

regards to the submetering process. Relevant HEFPA information handouts and helpful hints for the tenants to assist them in reducing their electricity usage and improve the building's overall energy efficiency have been prepared and are attached herein.

At this time, we are submitting to the PSC, a Notice to submeter the 261 apartments which has been transformed from hotel units and which is presently not metered to rental units as part of the building renovation process.

The owner will retain a submetering company familiar with electrical submetering, as well as HEFPA and current PSC requirements to perform meter readings and billing services including the preparation of monthly bills for the apartments. The submetering equipment will be installed by a vendor with proven experience and familiarity with submetering system technology.

We submit the following as per Paragraph 96.5 for this project:

- (1) The building and adjacent brownstone will contain 261 rental apartments which will be rented at fair market value and not occupied by subsidized tenants. The anticipated tenant constituency makes non-payment for submetered electricity very unlikely.
- (2) The economic advantage of submetering as opposed to a direct metering conversion will allow the building to maintain its utility bulk rate as well as enable the building to participate in energy conservation measures such as Heating System Fuel Optimization. As a master metered building with submetering, the building will also be able to consider future energy conservation measures which are not available or economically viable in a directly metered building such as cogeneration or solar.
- (3) The submeters to be installed will be manufactured by Intech21 and comprise PM-2104 submeters as approved by PSC staff.
- (4) All apartments shall be billed at the bulk rate paid by the building to Con Edison and its ESCO (if applicable). Specifically, the electric consumption in each individual unit will be multiplied by the calculated kilowatt-hour rate (kWhr rate). The kWhr rate will include supply and delivery charges, fuel adjustment charge, and systems benefit charge. The kWhr rate will be multiplied by each unit's kWhr usage. In no case shall any tenant pay more (including monthly administrative charges) than the Con Edison Company of New York directly metered (SC-1) residential rate.
- (5) With regard to the resolution of complaints involving electric service, the tenant shall first present to the managing agent a written complaint, which may be in letter format, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the

investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response to the managing agent. The PSC can be contacted at anytime by the complainant. The contact information for the PSC will be identified in the information pertaining to submetering included in the lease agreement.

- (6) Tenants have the right, under the Home Energy Fair Practices Act, to file a complaint with the New York State Public Service Commission. All tenants shall be advised of their rights under the Home Energy Fair Practices Act. Contact to the PSC can be made at anytime. This information will be clearly outlined in their lease agreement when they elect to rent an apartment.
  
- (7) The billing process will be performed by a third party with relevant experience with regards to submetering, billing and PSC regulations. Each tenant shall receive a monthly invoice which will include the following:
  - (a) The start date of the billing cycle
  - (b) The meter reading on that start date
  - (c) The end date of the billing cycle
  - (d) The meter reading for that end date
  - (e) The total kWh consumed in the billing period
  - (f) The name and phone number to contact should there be any questions
  - (g) An individual account number for each tenant, which will appear on the monthly bill
  
- (8) All meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.
  
- (9) The building does not utilize electric heat; the building utilizes steam heat provided by a central boiler.

Consolidated Edison Company of New York is being notified of our intent to submeter electricity and a letter to that effect will be forwarded to the PSC, if required.

A Tenant Energy Efficiency Plan shall be provided to each new tenant upon lease execution which will assist the tenant in adopting energy efficiency practices and utilizing energy efficient devices. The owner shall provide energy efficient appliances (stove, refrigerator, air-conditioners) for each apartment as a component of the building renovation as attached herein (copy of the Purchase Order for these energy efficient appliances is attached herein).

**A copy of the required Submetering Identification Form is also included herein.**

**If you have any questions regarding this application, please do not hesitate to contact Mr. Herbert E. Hirschfeld, P.E. at (516) 759-2400.**

**Very truly yours,**

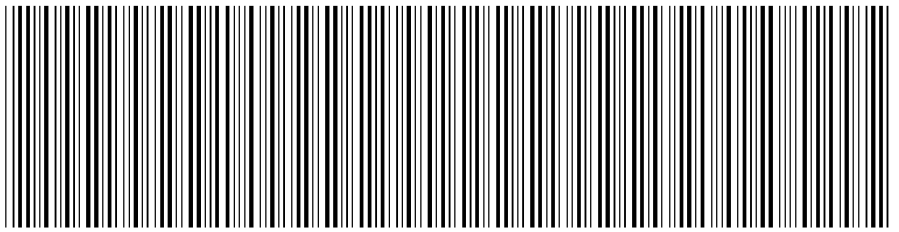
A handwritten signature in black ink, appearing to read 'H. Hirschfeld', with a long horizontal flourish extending to the right.

**(As agent for Murray Hill Marquis LLC)**

**cc: J. Rodriguez – Realty Operations  
N. Gonzalez – Realty Operations  
M. Insogna – DPS  
C. Carroll - DPS**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 6**

**Document ID: 2017062700144001**

Document Date: 06-20-2017

Preparation Date: 06-27-2017

Document Type: DEED

Document Page Count: 5

**PRESENTER:**

FIRST AMERICAN TITLE INSURANCE COMPANY  
666 THIRD AVENUE-5TH FLOOR  
3020-801113-CQ  
NEW YORK, NY 10017  
212-850-0670  
CQUARTARARO@FIRSTAM.COM

**RETURN TO:**

ARNOLD S. LEHMAN, ESQ.  
C/O LEFRAK ORGANIZATION  
40 WEST 57TH STREET  
NEW YORK, NY 10019

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
MANHATTAN	889	55	Entire Lot	150 EAST 34TH STREET

**Property Type:** COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	889	61	Entire Lot	140 EAST 34TH STREET

**Property Type:** COMMERCIAL REAL ESTATE

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

150 EAST 34TH STREET CO., LLC  
C/O PEBBLEBROOK HOTEL TRUST, 7315 WISCONSIN  
AVENUE, SUITE 1100W  
BETHESDA, MD 20814

**GRANTEE/BUYER:**

MURRAY HILL MARQUIS LLC  
C/O LEFRAK ORGANIZATION, 40 WEST 57TH  
STREET  
NEW YORK, NY 10019

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 65.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 3,097,500.00

**NYS Real Estate Transfer Tax:**

\$ 472,000.00

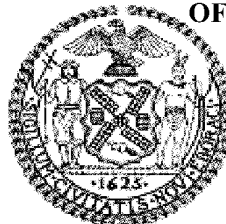
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 07-03-2017 12:34

City Register File No.(CRFN):

**2017000244409**



*Annette McMill*

*City Register Official Signature*

DEED

THIS INDENTURE, made as of the 20th day of June 2017, by 150 East 34<sup>th</sup> Street Co., LLC, a Delaware limited liability company, having an address at c/o Pebblebrook Hotel Trust, 7315 Wisconsin Avenue, Suite 1100W, Bethesda, Maryland 20814 (hereinafter referred to as "Grantor"), to Murray Hill Marquis LLC, a Delaware limited liability company, having an address c/o Lefrak Organization, 40 West 57<sup>th</sup> Street, New York, New York 10019 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars (\$10.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

BEING the same premises conveyed to Grantor by deed recorded on July 1, 2006 as CRFN 2006000365963 and deed recorded on July 1, 2006 as CRFN 2006000365966.

TO HAVE AND TO HOLD the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.


AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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 improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[end of page]

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

**GRANTOR:**


150 EAST 34<sup>TH</sup> STREET CO., LLC,  
a Delaware limited liability company

By:   
Name: Thomas C. Fisher  
Title: Authorized Signatory

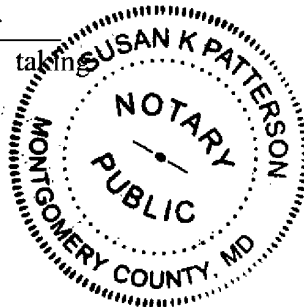


STATE OF Maryland )  
COUNTY OF Montgomery ) ss.:

On the 22<sup>nd</sup> day of June in the year 2017 before me, the undersigned, personally appeared Thomas C. Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual taking acknowledgment

**SUSAN K PATTERSON**  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MARCH 23, 2020



**Bargain and Sale Deed**  
Without Covenant Against Grantor's Acts

BLOCK: 889  
LOTS: 55 and 61  
COUNTY: New York

150 East 34<sup>th</sup> Street Co., LLC  
TO  
Murray Hill Marquis LLC

STREET  
ADDRESS: 140-150 East 34<sup>th</sup> Street  
New York, New York

RETURN BY MAIL TO:

Arnold S. Lehman, Esq.  
c/o LeFrak Organization  
40 West 57<sup>th</sup> Street  
New York, New York 10019

3000-801113  
**First American Title**  
**Insurance Company**  
666 Third Avenue 5th fl  
New York, N.Y. 10017  
Phone: (212) 922-9700  
Fax: (212) 922-0881

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Block 889, Lot 55

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY SIDE OF EAST 34TH STREET, DISTANT 115 FEET 0 INCHES EAST OF THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF EAST 34TH STREET AND THE EASTERLY SIDE OF LEXINGTON AVENUE;

RUNNING THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 34TH STREET 93 FEET 7 INCHES TO A POINT;

THENCE SOUTHERLY ALONG A LINE PARALLEL WITH LEXINGTON AVENUE AND PART OF THE WAY THROUGH A PARTY WALL 98 FEET 9 INCHES TO THE CENTER LINE OF THE BLOCK BETWEEN EAST 34TH STREET AND EAST 33RD STREET;

THENCE WESTERLY ALONG SAID CENTER LINE OF THE BLOCK BETWEEN EAST 34TH STREET AND EAST 33RD STREET, 60 FEET 7 INCHES TO A POINT;

THENCE SOUTHERLY ALONG A LINE PARALLEL WITH LEXINGTON AVENUE 37 FEET 10 INCHES TO A POINT;

THENCE WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 84° 13' AND 40" WITH THE PRECEDING COURSE 19 FEET 1 ¼ INCHES TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH LEXINGTON AVENUE 5 FEET 2 INCHES TO A POINT;

THENCE WESTERLY ALONG A LINE PARALLEL WITH EAST 34TH STREET 14 FEET 0 INCHES TO A POINT;

RUNNING THENCE NORTHERLY ALONG THE LINE PARALLEL WITH LEXINGTON AVENUE AND PART OF THE WAY THROUGH A PARTY WALL 129 FEET 6 INCHES TO THE SOUTHERLY SIDE OF EAST 34TH STREET, THE POINT OR PLACE OF BEGINNING.

Block 889, Lot 61

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF 34TH STREET, DISTANT 95 FEET EASTERLY FROM THE SOUTHEASTERLY CORNER OF 34TH STREET AND LEXINGTON AVENUE;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH LEXINGTON AVENUE, 98 FEET 9 INCHES;

THENCE WESTERLY AND PARALLEL WITH 34TH STREET, 5 FEET;

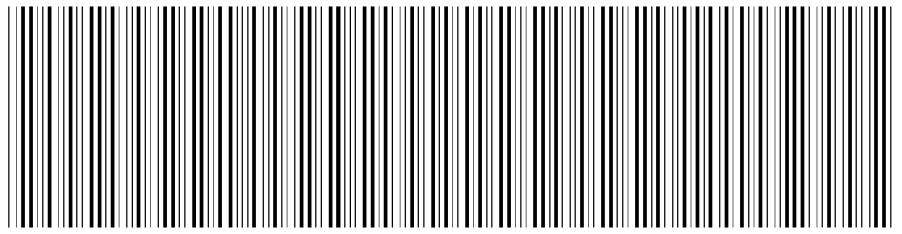
THENCE SOUTHERLY AGAIN AND PARALLEL WITH LEXINGTON AVENUE, 30 FEET 9 INCHES TO A POINT DISTANT 68 FEET NORTH OF 33RD STREET;

THENCE EASTERLY AND AGAIN PARALLEL WITH 34TH STREET, 25 FEET;

THENCE NORTHERLY AND PARALLEL WITH LEXINGTON AVENUE AND PART OF THE WAY THROUGH A PARTY WALL, 129 FEET 6 INCHES TO THE SOUTHERLY SIDE OF 34TH STREET;

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF 34TH STREET, 20 FEET TO THE POINT OR PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2017062700144001**  
Document Type: DEED

Document Date: 06-20-2017

Preparation Date: 06-27-2017

**ASSOCIATED TAX FORM ID:** 2017060800373

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

3  
4

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR C4. Page   
 C5. CRFN



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**

**PROPERTY INFORMATION**

1. Property Location  150  EAST 34TH STREET  MANHATTAN  10016  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  MURRAY HILL MARQUIS LLC   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
     
 LAST NAME / COMPANY FIRST NAME  
     
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed  2  # of Parcels OR  Part of a Parcel

4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size  FRONT FEET   DEPTH OR  ACRES

Check the boxes below as they apply:  
 6. Ownership Type is Condominium   
 7. New Construction on Vacant Land

8. Seller Name  150 EAST 34TH STREET CO., LLC   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

- A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date  10 / 28 / 2016  
 Month Day Year

11. Date of Sale / Transfer  6 / 20 / 2017  
 Month Day Year

12. Full Sale Price \$  1,180,000.00  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

- A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale ( Specify Below )  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class  H, B  16. Total Assessed Value (of all parcels in transfer)  2,556,345.8

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional Identifier(s) )

MANHATTAN 889 55  MANHATTAN 889 61

**CERTIFICATION**


I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
<i>Signature page attached</i>			<i>Signature</i>	
BUYER SIGNATURE	DATE	LAST NAME	FIRST NAME	
C/O LEFRAK ORGANIZATION 40 WEST 57TH STREET				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				
CITY OR TOWN	STATE	ZIP CODE	SELLER	
	NY	10019	<i>Signature page attached</i>	
			SELLER SIGNATURE	DATE

**SIGNATURE RIDER TO**  
**REAL PROPERTY TRANSFER REPORT (RP-5217)**

**SELLER'S SIGNATURE:**

150 EAST 34<sup>TH</sup> STREET CO., LLC,  
a Delaware limited liability company

By:   
Name: Thomas C. Fisher  
Title: Authorized Signatory

**SELLER CONTACT**  
**INFORMATION:**

c/o Pebblebrook Hotel Trust  
7315 Wisconsin Avenue  
Suite 1100W  
Bethesda, Maryland 20814

**SELLER'S ATTORNEY:**

Hunton & Williams LLP  
200 Park Avenue, 53rd Floor  
New York, NY 10016  
Attn: Laurie A. Grasso, Esq.  
Phone: (212) 309-1060  
Email: lgrasso@hunton.com

**STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES  
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)**


**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

**BUYER:**

**MURRAY HILL MARQUIS LLC**, a Delaware limited liability company

By: LFO Manager Corp.

By:   
Name: Arnold S. Lehman  
Title: Vice President

Dated: June 20, 2017





The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: **BOROUGH: MANHATTAN**                      **BLOCK: 889**                      **LOT: 55**
- (2) Property Address: **150 EAST 34TH STREET, NEW YORK, NY 10016**
- (3) Owner's Name:            **MURRAY HILL MARQUIS LLC**
- Additional Name:

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: Signature page attached Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

**SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES**



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

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Borough	Block	Lot	Street	City	State	Zip
MANHATTAN	889	61	140 EAST 34TH STREET	NY	NY	10016

201706080037310101

**CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING**


**CERTIFICATION**

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/hers/its knowledge.

OWNER:

**MURRAY HILL MARQUIS LLC**, a Delaware limited liability company

By: LFO Manager Corp.

By:   
Name: Arnold S. Lehman  
Title: Vice President

Dated: June \_\_, 2017

AFFIDAVIT OF DISTRIBUTION

STATE OF NEW YORK        )  
  ss:  
COUNTY OF NEW YORK    )

The undersigned, being duly sworn, deposes and says:

THAT I have managerial authority over residential leasing activity at the property commonly known as the "Murray Hill Marquis" and located at 150 East 34th Street, New York, New York 10016 (the "Property").

THAT I am familiar with the Tenant Energy Efficiency Plan for Murray Hill Marquis, attached to this affidavit as Exhibit A (the "Plan"), and the Notice to Tenants of Murray Hill Marquis, attached to this affidavit as Exhibit B (the "Notice"; the Notice and the Plan, collectively, the "Documents").

THAT the New York State Public Service Commission, in connection with the Electric Submetering Regulations, 16 NYCRR, Part 96, has requested evidence that the Documents were distributed to the current residential tenants at the Property.

THAT a true and correct copy of each of the Documents was distributed to all of the current residential tenants at the Property.

DATED this 17<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Mario Gaztambide

SUBSCRIBED and SWORN to before  
me this 17<sup>th</sup> day of November, 2017:

  
\_\_\_\_\_  
NOTARY PUBLIC

**PATRICE SCHUSTER**  
Notary Public, State of New York  
No. 24-4989909  
Qualified in New York County  
Comm. Expires Dec. 16, 2017

EXHIBIT A

Tenant Energy Efficiency Plan for Murray Hill Marquis

[attached]



59-17 JUNCTION BOULEVARD  
20TH FLOOR  
ELMHURST, NEW YORK 11373-5188

T: +1 718 459 9021  
MURRAYHILLMARQUIS.COM

November 16, 2017

### **Tenant Energy Efficiency Plan for Murray Hill Marquis**

The following Energy Tips were retrieved from the NYSERDA website and modified to be compatible with Murray Hill Marquis which is 100% occupied by tenants. This plan will be distributed to all tenants to enable them to reduce their electrical usage and associated costs under submetering.

1. Install Energy Star qualified room air conditioners (A/Cs) with high Energy Efficiency Ratios (EERs) and Refrigerators. A/C units and Refrigerators older than 10 years should be replaced with high EER units. There are applicable utility and state incentives to defray some of the cost for these replacements. NYSERDA offers \$250 per Refrigerator under the Advanced Submetering Program (ASP).
2. Check and clean A/C unit filters on a regular basis – monthly is recommended. A clean filter will improve the operating efficiency of the A/C unit.
3. Install Energy Star ceiling fans where and if feasible. If not, utilize the A/C unit operation mode in the FAN mode when possible. The energy usage of the recirculating fan represents only approximately 10% to 20% of the total energy consumed by the A/C unit when operating in the cooling mode.
4. During the cooling season block out heat by keeping blinds or curtains closed during the day, especially on south facing windows. Conversely, keep the blind open during the heating season in order to utilize the heat obtained from the solar load.
5. Shut off lights and appliances when not in use.
6. Limit the use of portable space heaters and never leave unattended.
7. When you go shopping for a dehumidifier, look for the Energy Star label.

8. When available, set your room air conditioning thermostat at 78° or higher during the cooling season. Each degree above 75° saves you 3% of the energy used to cool a room. Remember, comfort is largely obtained by dehumidification rather than a lower temperature. It is always recommended to slightly undersize you're A/C unit to encourage continuous operation in the cooling mode to promote continuous dehumidification. This will decrease the demand contribution to the building contributed by the A/C operation and likely decreases the purchase price of you're A/C unit. Bigger is not always better.
9. Save money and increase comfort by using a timer or programmable thermostat on your room A/C unit.
10. Place your room A/C unit in a central window, rather than a corner window, to allow for better air distribution.
11. Remove room A/C units in the fall, or install a quality plastic cover. Removing of the A/C unit will also preserve the unit for a longer time period.
12. Seal spaces around room A/C units with caulking to prevent cool air from escaping and hot air from infiltrating into your apartment.
13. Use your microwave oven as much as possible in the summer rather than your regular oven. This will prevent overheating your apartment and decreases the load on you're A/C units.
14. The size of your pan should match the size of your burner for the highest efficiency.
15. Put full loads in the dishwasher and use the "energy savings" setting for the drying cycle, or let dishes air dry to reduce energy use.
16. When doing laundry, use a cold water wash on full loads whenever possible.
17. Clean the lint trap regularly.
18. Make sure the seals on your refrigerator, freezer and oven doors fit tightly.
19. Vacuum and clean condenser coils, motor and evaporator pan of your refrigerator once or twice a year, and leave space between your refrigerator and the surrounding walls and cabinets to allow air to circulate around the coils.

20. When you shut down your computer, don't forget to turn off the monitor – it can use twice as much energy as the computer.
21. Use an advanced power strip for convenience; that way all of your computer accessories are turned off by one switch (even in sleep mode, your computer may cost you \$105 a year).
22. Use the power management feature on your computer monitor; it will turn off the monitor when idle for over 15 minutes when you leave your computer on.
23. Consider a laptop computer over a traditional desktop – laptops use less energy and are portable improving flexibility.
24. Energy Star lighting fixtures put out the same amount of light as standard fixtures while providing excellent color rendering and light temperature.
25. Avoid leaving transformers and charging units for appliances and battery operated devices on (such as cell phones and tools) when they aren't being used.
26. Instead of just turning your electronics off, it is better to unplug them because even when they're "off" they still draw electricity from the outlet – something known as a "phantom load".
27. Plug your battery charging system or power adapter into a power strip to enable you to shut off power with the flick of a switch. For even better control, use a power strip with a timer or a programmable power strip.
28. Don't forget to turn off your DVD player, video game console and television.
29. Plug your DVD and home audio products into an advance power strip so that when you turn off the television, all of the home audio and video components will also turn off.
30. Consider combination products to save space, simplify set-up, and save energy in standby mode.
31. Turn television off when on one is watching them. A TV left on for 8 hours a day or while you sleep will cost you about \$41 - \$102 per year.
32. When choosing a new television, look for the Energy Star label to save energy.



33. If considering a flat panel or large screen television, consider purchasing an LCD model rather than a plasma model to cut your power usage by approximately 50%.
34. Ink jet printers use as much as 90% less energy than typical laser printers.
35. Choose a multifunctional product (printer/copier/scanner) instead of separate products whenever possible.
36. Don't forget to turn your printer off at night as it still draws power even when not in use.
37. Plug your printer, scanner and all-in-one device into an advanced power strip so that when you switch off your computer (or put it in sleep mode), all the peripherals will also turn off.
38. Use energy-efficient, Energy Star qualified CFLs instead of standard incandescent light bulbs and you can use 75% less electricity.
39. Energy Star CFLs also emit less heat and are cooler to the touch than incandescent bulbs. This will decrease the cooling load on your A/C units.
40. Replace your home's most frequently used incandescent lights with CFLs; you can save more than \$60 a year in energy costs.

Further information on ways to improve your home's energy efficiency can be found at the NYSERDA website which is [www.GetEnergySmart.org](http://www.GetEnergySmart.org) or you can call 1-877-NYSMART.

EXHIBIT B

Notice to Tenants of Murray Hill Marquis

[attached]



59-17 JUNCTION BOULEVARD  
20TH FLOOR  
ELMHURST, NEW YORK 11373-5188

T: +1 718 459 9021  
MURRAYHILLMARQUIS.COM

November 16, 2017

## **NOTICE TO TENANTS OF MURRAY HILL MARQUIS**

The Management has reviewed the benefits of converting the present master metered electrical metering system to Master Metering and Sub-metering. As per the regulations required by the New York State Public Service Commission (PSC) we herewith submit an explanation of the system methodology of the billing for the tenants of Murray Hill Marquis which is 100% tenant occupied. It is required that the residents (in the case of Murray Hill Marquis) be informed of the proposed conversion to sub-metering so that they can comment to the Commission regarding the sub-metering proposal. The Commission regulates all Utilities in New York State and requires that sufficient information regarding the sub-metering program be provided to each resident so that they can comment either in favor of or rejection of the program. This letter is intended to provide the information regarding the sub-metering program so that this requirement can be satisfied. It should be noted that this information supplements any information provided by the Management as well as the information disseminated during the educational workshop conducted by a New York State licensed Professional Engineer whose expertise is electrical sub-metering.

Additionally, a primary consideration in moving forward with electrical sub-metering at this time is the availability of incentives provided by the New York State Energy Research and Development Authority (NYSERDA) which will defray approximately 50% of all the costs incurred by Murray Hill Marquis. Studies conducted by an independent Consultant confirmed that the economic benefit to Murray Hill Marquis is substantial by implementing electrical sub-metering.

Master Metering means that one (1) meter is installed to measure all of the power being consumed during each monthly billing period by all of the Apartments and the Common Areas in each building. This Master Meter is billed on the Master Metering Rate SC-8 Large User Residential Rate servicing residential buildings in Con Edison's territory in New York. If the building converts to Sub-metering this same Master Meter rate will still apply to the building as it provides the lowest cost for electrical energy to the building. If sub-metering is installed it requires a separate meter be installed for each apartment to measure the amount of power consumed during each monthly billing period in each apartment and no other space within the building. Bills then can be prepared for each tenant individually predicated on only their own individual use.

The billing for the residents will be based upon the average cost per kilowatt hour to the building.

This will be calculated by taking the Con Edison and ESCO monthly billing to the Management and adding the submetering agent's fee to that charge and then dividing the charges by the number of kilowatt hours (kWhrs) shown on the Con Edison bill. This produces the average cost per kilowatt hour each month to the building and that number is applied to each resident's metered usage. The rate charged by Con Edison to directly metered customers is approximately 20 to 25 per cent higher than the average to be charged to the tenants of Murray Hill Marquis.

The requirements of the Commission include the same protections and service conditions for the tenants of Murray Hill Marquis that are provided by Con Edison of New York to its directly metered customers. These protections and conditions are contained in New York State Law, Article 2. And 16 NYRR, Part 96. A brief summary of the Home Energy Fair Practices Act (HEFPA) requirements as it concerns residential residents is as follows:

#### HEFPA Requirements

Termination or Disconnection of Service: A Submeterer may disconnect service under the following conditions if the resident:

- Fails to pay the charges for the services rendered;
- Fails to pay amounts due under a deferred payment agreement;
- Fails to pay a lawfully required deposit, and is sent a final disconnection notice no less than 15 days before the disconnection date shown on the notice.

A final disconnection notice shall clearly state or include the following:

- The earliest date on which the disconnection will occur;
- The reasons for the disconnection including the total amount required to be paid and the manner in which disconnection may be avoided;
- The address and phone number of the office of the sub-meterer that the resident may contact in reference to his/her account;
- The availability of procedures for handling complaints;

A summary of protections available under HEFPA, and in a size and type capable of attracting immediate attention a statement that reads, "THIS IS A FINAL DISCONNECTION NOTICE.

PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL;

There are special conditions that will apply in the event a notice of disconnection is received:

- Medical Emergencies: No sub-meterer shall disconnect or refuse to restore service when a medical emergency exists.

- Life Support Systems: If a customer or a resident of the customer's premises suffers from a medical condition requiring utility service to operate life sustaining device, certification by a medical doctor or qualified official of a local board of health shall remain effective until terminated by the commission or its designee, provided the residential customer demonstrates an inability to pay charges for the service.
- Residents who are Elderly, Blind or Disabled: No sub-meterer shall disconnect or refuse to restore service where a residential customer is known to, or identified to the Sub-meterer to be elderly, blind, or disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or are blind or disabled without complying with the procedures specified in HEFPA.

Voluntary Third-Party Notice: Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

Deferred Payment Agreement: A deferred payment agreement is a written agreement for the payment of outstanding bills over a specified period of time, signed by both the submeterer and customer. A submeterer must make reasonable efforts to contact eligible customers or applicants by phone, mail, or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan designated to reduce fluctuations in customer's bills due to seasonal patterns of consumption. The plan shall be based on a customer's 12 month billing data which will be determined after the submetering process has been in effect for an initial 12 month period and the customer's usage patterns have been established. Should the customer request budget billing prior to the completion of the initial 12 month billing period and no usage pattern has been established, the plan will be initially based upon a similar property in the area in which the service address is located. This plan can be amended subsequently when the customer's usage pattern has been established.

Quarterly Billing Plan: Public Service Law (not HEFPA) also allows a submeterer to offer residential customers who are 62 years or older, as an alternative to monthly billing, a plan for payment on a quarterly basis of charges for service rendered provided that such customer's average annual billing is not more than \$150.00.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1.5 per cent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charges.

Complaints to the Submeterer: Resident complaints about bills for utility service, deposit requests or other service problems shall first be made to the Management. The Management will refer the resident to the Sub-metering Agent who will respond to the complaint and attempt to resolve the problem. The Sub-metering Agent is retained by Murray Hill Marquis to provide the meter reading and billing services and is well versed in both the PSC requirements and the operation of the sub-metering equipment employed by Murray Hill Marquis. In the rare event the Sub-metering Agent cannot resolve the problem to the resident's satisfaction the resident may contact the Public Service Commission and explain the problem to the Commission's agent. They will attempt to obtain a resolution to the problem and if necessary enter a case number and start proceedings with the submeterer to determine a resolution to the problem. Their decision will be binding upon both the resident and the submeterer. The Public Service Commission may be contacted at any time there is a question or complaint.

If you should have any further questions or comments you may contact the Public Service Commission in writing at 90 Church Street, New York, New York 10007 or telephone them at 800-342-3377.

Purchase Order - P000211388


Order Name - **QOT Foremost: Appliance Purchase: PC Richard: 150 E 34th St. Dumont -PC RICHARD**

<p><u>Issued To:</u> PC RICHARD 150 PRICE PARKWAY FARMINGDALE New York -117359122</p>	<p><u>Ship To/ Provide Service At:</u> See Shipping address on the Line items - ----- <u>Requester:</u> Charles Mayne Tel: (212) 708-6590</p>	<p><u>Bill To:</u> Owners Representative c/o Realty Operations Group PO Box 2010 Hazleton, PA 18201-0676.</p>
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- Note:  
 (a) By providing services or materials, the seller agrees to the terms and conditions attached, unless other controlling agreements exists.  
 (b) Use the above mentioned "Ship To/Provide Service At" address unless otherwise indicated in the comments section on the line item.  
 (c) Please mention Purchase Order number on the invoice(s) and any further communication regarding this Purchase Order.

No#	Item Number	Unit Price (\$)	UOM	QTY	Ext Price (\$)	Permit	Unit #	Attch	Item Description	Comments
001		384.00	Per Proposal	173.00	66,432.00	Not Required		Yes	WFG320MOBS Whirlpool 30" Gas Range: SS	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
002		364.00	Per Proposal	69.00	25,116.00	Not Required		No	GR2013CSS Avanti 20" Gas Range:	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
003		169.00	Per Proposal	242.00	40,898.00	Not Required		No	WMH31017FS Whirlpool: Over the Counter Range Microwave	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
004		395.00	Per Proposal	242.00	95,590.00	Not Required		No	WDF518AFM: Whirlpool: 18" Dishwasher	PC Richard will supply appliances for 150 E 34th Street. Pricing included in

										the attached proposal. <b>Delivery to:</b> -
005		20.00	Per Proposal	242.00	4,840.00	Not Required		No	Supply and pre attach dw chord	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
006		20.00	Per Proposal	242.00	4,840.00	Not Required		No	A158 water valve/side mount kit	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
007		1,071.00	Per Proposal	242.00	259,182.00	Not Required		No	FFBF246SS: Summit: 24" Wide Refrigerator Bottom Freezer 72" Tall	PC Richard will supply appliances for 150 E 34th Street. Pricing included in the attached proposal. <b>Delivery to:</b> -
				<b>Total</b>	<b>540,997.70</b>					

<u>Special Instructions</u> <b>QOT Foremost: Appliance Purchase: PC Richard: 150 E 34th St. Dumont -PC RICHARD</b>	<u>Billing Inquiries</u> Refer to Vendor Portal for Contact Information <a href="https://ivalua.estatesis.com/ContactUs.htm">https://ivalua.estatesis.com/ContactUs.htm</a>	<u>Purchase for the Account of Owner</u>  By:  Authorized Signature
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49 WEST 57<sup>TH</sup> STREET  
4<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10019

T: +1 212 706 6600  
REALTYOPERATIONS.COM

5/9/2017

## CHANGE TO REMIT TO ADDRESS – SEE BELOW

Dear Vendor,

As you may be aware we have implemented a new purchasing system. In order to familiarize you with our payment procedures, the guidelines that need to be adhered to are listed below. Failure to do so will result in invoices being returned to you, delayed payment and will ultimately jeopardize your status as an approved vendor with this organization. **To be clear, invoices that you may send us for work that has not been pre-authorized by means of our standard form of purchase order with an appropriate signature will simply not be deemed payable and will not be paid.**

- A purchase order must be issued by us before any orders are placed and/or work commences for all goods and services. If it's determined that additional work is necessary once a job begins, do not begin the extra work without having a purchase order for it.
- If you have a contract with this organization or provide recurring services please ensure you have a purchase order that covers the exact work and timeframe you are billing us for before any services are rendered.
- The purchase order you receive needs to match the invoice you submit. If there are any discrepancies with pricing, vendor name/address, building name/address or any key information listed on the purchase order you receive please contact the person who issued the purchase order prior to billing us to have corrections made. The contact information for this is listed on the purchase order itself under the heading "Requestor".
- If you receive a purchase order in the amount of \$1 or another unrealistic amount you may not use this to bill us. If you do not receive an amended purchase order with the correct amount please contact the person who requested your goods/services and ask them for a revised purchase order once the cost is known. You must bill us one time only using the revised purchase order which must match your invoice.
- If you are sending us a revised invoice make sure the word **REVISED** is clearly indicated on the invoice before mailing it to us. In order to ensure that we pay the proper version of your invoice, revised invoices need to be submitted no later than a week after you have sent the original invoice to us.
- If you are billing us partially due to back ordered items or as work is partially completed please ensure you are billing using different invoice numbers each time. You will need to use the same purchase order number on each invoice, but as long as what you are billing is listed on that purchase order and you have not previously billed us for it, you will be paid.
- If you receive an amended purchase order for an invoice that has not been billed yet please invoice us using the amended purchase order number only. If you receive an amended purchase order for an invoice that has already been billed do not send another copy of the invoice unless what you are billing us has changed. If what you are billing us has changed revise your invoice using the same invoice number and place the new purchase order number on it before sending it to us.
- All invoices must state "invoice", so as not to be confused with statements or work tickets. Invoices must indicate purchase order, be numbered, dated, submitted intact and have proper sales tax or capital improvement form attached when applicable.
- Invoice numbers may not be repeated.
- **You must mail all invoices to the following address:**

**Owners Representative (as shown on the Purchase Order)**  
**c/o Realty Operations Group**  
**PO Box 2010**  
**Hazleton, PA 18201-0676**

We are not accepting faxed or emailed invoices at this time. Do not mail the same invoice multiple times to this address otherwise there will be a delay in processing. All monthly statements must be mailed to the attention of the Accounts Payable Department at 40 West 57<sup>th</sup> Street 23<sup>rd</sup> Floor New York, NY 10019. Do not mail monthly statements to the bill to address listed on the purchase order you receive.

If there are any questions regarding invoicing or payment of invoices which have matching valid purchase orders please contact Nicole Brussey at [nbrussey@realtyoperations.com](mailto:nbrussey@realtyoperations.com) for residential properties or Elysee Duncan at [EDuncan@realtyoperations.com](mailto:EDuncan@realtyoperations.com) for commercial properties. If there are any questions about the purchase orders you receive please contact the requestor listed on your purchase order. If anyone asks you to place an order or begin work without a purchase order please contact Elizabeth Cecere at [ecocere@lefrak.com](mailto:ecocere@lefrak.com) before moving forward with the order or work.

Sincerely,

Realty Operations Group

## Purchase Order Terms & Conditions

### 1. DEFINITIONS

- 1.1 "Conditions" means the Terms and Conditions set out herein which shall be binding on both parties.
- 1.2 "Contract" means the Contract or Agreement between Vendee and Vendor, if any.
- 1.3 "Delivery Date" means the date or dates specified in the Purchase Order by which the Vendor is required to deliver the Work. Additional Delivery Dates may be included in the Contract, to which Vendor must adhere.
- 1.4 "Order" means the Vendee's Purchase Order to which Terms and Conditions herein shall apply.
- 1.5 "Work" means any services, labor, goods, materials and/or equipment or part thereof to be provided under the Order.
- 1.6 "Vendee" means any reference to Owner, Buyer, or Customer.
- 1.7 "Vendor" means any reference to Contractor, Consultant, Company, Firm, Supplier, Seller, person, or any entity to whom the Purchase Order is issued.

### 2. CONTROLLING DOCUMENT

- 2.1 If the Contract and this Order contain different requirements for Vendor, the Contract shall control.
- 2.2 If the Contract is silent as to any item listed herein, this Order shall control.

### 3. DELIVERY

- 3.1 The failure to deliver or complete the Work by the Delivery Date shall entitle Vendee to terminate the Order and the Contract (if any) to which this Order applies, or any part thereof.
- 3.2 Failure to deliver or complete the Work as agreed upon by the Delivery Date shall be considered a breach of these Conditions and the Contract (if any) to which this Order applies and the Vendor shall be responsible to pay penalty and damages imposed upon or incurred by the Vendee (if any) for failure of Vendor to deliver Work according to the Order. Furthermore, the Vendor shall bear the cost of packing, loading and carriage of the Work unless otherwise agreed by both parties hereto. The Vendee shall have the right to designate the carrier or railroad over which these materials shall be routed provided this shall not entail additional cost to the Vendor.
- 3.3 If the Work is delivered to the Vendee in excess of the quantities ordered, the Vendee shall not be bound to pay for the excess and any excess will be and will remain at the Vendor's risk and will be returnable at the Vendor's expense.

### 4. PERMITTING

- 4.1 When required and unless otherwise addressed, the Vendor will secure and pay for all permits and governmental fees as well as any licenses and inspections necessary for the proper execution and completion of the Work on each project to the fullest extent allowed by law. Vendor acknowledges and agrees these costs are assumed and included in the Contract Price.
- 4.2 Filing, inspections, reports, and approvals pursuant to any or all permits must be fully closed out prior to Vendor submitting for payment for this Work.

### 5. INSPECTION AND TESTING

- 5.1 Vendor agrees to permit the Vendee or Vendee's consultant to inspect and test the Work any time prior to acceptance or delivery, as the case may be.
- 5.2 Vendee shall have the rights without prejudice to reject any Work performed or delivered by the Vendor if such Work is defective or in non-compliance with the Terms and Conditions herein.
- 5.3 Any Work so rejected shall immediately be replaced or corrected as required by Vendee at Vendor's expense. Vendor shall re-submit the re-performed Work for re-inspection and re-testing. Such replacement or remedy shall not relieve the Vendor from any liability due to defects subsequently found in the Work in terms of materials and/or workmanship.

### 6. ACCEPTANCE

- 6.1 The parties agree that no certificate given or payment made under this Contract, except the final certificate of payment, shall be conclusive evidence of performance of this Contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective or improper Work.
- 6.2 Vendee's count will be accepted as final and conclusive on all shipments not accompanied by a packing ticket.

### 7. TITLE AND RISK

- 7.1 Title in the Work shall pass to Vendee on the earlier of the following two (2) occasions:
  - 7.1.01 Payment for the Work (when title shall pass in proportion to the payments made therefore).
  - 7.1.02 Acceptance of the Work by Vendee.
- 7.2 Notwithstanding passage of title (in whole or in part) on the occurrence of 7.1.01 above, risk shall remain with Vendor until delivery or acceptance of the Work by Vendee in accordance with the provisions of the Order, whichever shall be the later.

### 8. DEFECTS/NON-CONFORMING WORK

- 8.1 Vendor (except for professional services providers) shall provide the warranties set forth in Section 8 hereof and hereby undertakes, upon three (3) days written notice from Vendee, to return to the Site and repair any Work falling under the warranties for the period of time set forth in the Contract or, if no return-and-repair warranty is set forth in the Contract, for a period not be less than twelve (12) months from the date that Work is put into service by the Vendor (the "Warranty Period"). The Vendor shall be responsible at its own expense for remedying any defects that may arise from the Work during the Warranty Period.
  - 8.1.01 Where a defect arises within the Warranty Period, but does not become apparent until the Warranty Period has expired, Vendor's liability shall not cease merely because Vendee has been unable to give notice of the defect to Vendor within the said Warranty Period.
- 8.2 The Warranty Period shall extend for a further period of twelve (12) months for all remedial Work carried out under the Warranties. If any defects which Vendor is obliged to remedy under this Clause are not remedied within the time required under the Contract or otherwise within a reasonable time, or circumstances render it impracticable for Vendor to do the same, Vendee may remedy the defect or authorize others to do the same, and Vendor shall reimburse Vendee for all costs arising therefrom within ten (10) days of Vendee's demand.
- 8.3 The warranties set forth in Section 9 and Vendee's remedies hereunder are in addition to Vendee's other rights and remedies existing under the Order or at law.

### 9. WARRANTIES

- 9.1 The Vendor warrants that the Work shall:
  - 9.1.01 Conform to requirements, specifications, drawings, quality or any other descriptions outlined in the Order and the Contract (if any) to which this Order applies;
  - 9.1.02 Be constructed with sound materials and first-class workmanship capable of any standard of performance specified in the Order;
  - 9.1.03 Be without defects and fit for the intended purposes for which the Order is placed.
- 9.2 The Vendor warrants all Work shall be carried out by suitably competent personnel and equipment supplied shall be new unless the specifications permit otherwise, and in safe operating condition. Vendor shall replace as soon as practicable any such equipment or personnel at Vendor's sole cost and risk if not adequate in the reasonable opinion of the Vendee.
- 9.3 The Vendor warrants all Work will at no time infringe any intellectual property rights or any other right relating to any third party.
- 9.4 The Vendor warrants all Work furnished hereunder shall comply, in every respect, with all federal, state, city and local laws and municipal codes, ordinances and regulations relating hereto.
- 9.5 The Vendor warrants all Work is free from defects in the material and workmanship and all equipment, products and material is free from defect in design.
- 9.6 All other warranties, express or implied, including any warranty of merchantability and fitness for a particular purpose, are in effect and not disclaimed.

**10. INDEMNITIES**

- 10.1 Vendor shall indemnify, defend and hold harmless Vendee against any action, liability, cost, or expense whatsoever arising by reason of:
- 10.1.01 The breach of any applicable provisions of these Conditions;
  - 10.1.02 Any infringement or alleged infringement of any Intellectual Property rights caused by the use, construction, installation, manufacture or sale of the Work;
  - 10.1.03 Injury to, or death of, any persons caused or contributed by Vendor's negligence or breach of these Conditions or other legal duty of Vendor or, irrespective of the negligence or breach of duty of Vendee, loss or damage to any property;
  - 10.1.04 All consequential or indirect losses, whether foreseeable or not, including legal fees, incurred by Vendor, irrespective of the negligence or breach of duty of Vendee;
  - 10.1.05 Any claim made against the Vendee in respect of any loss sustained by the Vendee's employees or agents or by any customer or third party to the extent that such loss was caused by, relates to, or arises from, the Work.

**11. LIMITATION OF LIABILITY**

- 11.1 To the extent permitted by applicable law, in no event will Vendee or its affiliates be liable to Vendor for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall Vendee's liability to Vendor exceed the total amount of fees actually paid by Vendee to Vendor hereunder.

**12. INSURANCE**

- 12.1 Vendor shall provide General Liability, Automobile Liability, Property Liability, Professional Liability (if applicable) and Workers Compensation insurance at no cost to Vendee. Coverage amounts and terms shall be as provided in the Contract (if applicable) but in no event less than \$1,000,000 per occurrence. All policies shall name the Vendee and the Managing Agent of the Site as Additional Insureds.

**13. TERMS OF PAYMENT**

- 13.1 Payment shall be made within sixty (60) days from the date Vendee receives the invoice, provided that Vendee receives a correct and valid invoice and provided that the Work is delivered or properly performed in accordance with these Conditions and the terms and conditions of the Contract, and the Vendee accepted the Work.
- 13.2 Vendor shall pass along to Vendee any discount that it receives in the cost of the Work. Any discount provided in these Conditions, the Order, and/or any Contract related thereto shall be based upon the gross amount of the invoice.
- 13.3 If the Work is not delivered or performed in accordance with these Conditions and the terms and conditions of the Contract or the Vendee has not accepted the Work, the invoice shall be paid within sixty (60) days following the date when the discrepancy is corrected to the Vendee's satisfaction.
- 13.4 Vendor shall pay all taxes, import fees and the like related to the performance of the Work.
- 13.5 Vendee shall be entitled at all times to offset any amount due from Vendor against any amount payable at any time in connection with the Order.
- 13.6 In no event may Vendor submit an invoice to Vendee, its affiliates, subsidiaries or parent company or their respective officers, directors, shareholders, members, partners, employees or agents (collectively, "Vendee Parties"), or otherwise make a claim against the Vendee Parties for payment for Work performed, more than one (1) year after (a) the date when Vendor substantially completes the Work, or (b) the date the Order and/or Contract is terminated. Vendor shall indemnify, protect and defend the Vendee Parties against any such claims by a Vendor subcontractor or supplier.

**14. LIENS AND CLAIMS**

- 14.1 Vendor agrees to pay, discharge and hold Vendee harmless from all liens, claims (including legal fees and other expenses incidental thereto), judgments and awards which may arise out of or in connection with the Order. Vendor shall, at Vendee's request, furnish proof satisfactory to Vendee that all such liens, claims, suits, judgments and awards have been satisfied or released.

**15. ASSIGNMENT AND SUB-CONTRACTING**

- 15.1 Vendor shall not assign or sub-contract any part of the Work without Vendee's prior written consent. No assignment or sub-contract shall relieve Vendor of any of its obligations under the Order. Vendor shall ensure that these Conditions will be included in all sub-contracts entered into by Vendor in connection with the Work.
- 15.2 Except to the minimum extent required by applicable law, Vendor will not be permitted to display any signs, posters, etc. on or around the building or the Site without the express written consent of the Vendee.

**16. SUSPENSION AND TERMINATION**

- 16.1 This Purchase Order may be terminated by Vendee with or without cause.
- 16.1.01 If Vendee terminates without cause, Vendee will pay Vendor for Vendor's actual and reasonable expenses for Work that has been satisfactorily completed, in Vendee's discretion, as of the date of termination, but in no event will such payment exceed the agreed upon prices.

**17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1 Vendor irrevocably assigns its entire right, title and interest to any Intellectual Property Rights it may have at any time in the Work to Vendee, including the right to initiate court or other proceedings or to take any other action against any person for infringement of the Vendor Intellectual Property Rights.
- 17.2 All patterns, tools, drawings or documents, whether in hard copy or otherwise, supplied by Vendee shall remain Vendee's property and shall not be used by the Vendor in the service of any other company or individual. All such items shall be returned to Vendee upon completion of the Work or at Vendee's instruction.

**18. GOVERNING LAW AND JURISDICTION**

- 18.1 To the extent permissible under State law where the Project is located, this Order and Conditions, and the applicable Contract, shall be governed, construed and interpreted in accordance with the laws of New York without regard to any conflicts-of-laws, rules or principles that might refer the governance or construction to any other jurisdiction, except only that the Lien Laws of the State of New Jersey shall apply to all Work performed in the State of New Jersey.

**19. NOTICES**

- 19.1 Notices shall be validly given at the respective addresses of the parties stated in the Purchase Order.

**20. MODIFICATION**

- 20.1 No agreement or other understanding in any way modifying these Conditions and/or the Order, and/or any Contract to which they relate, will be binding upon Vendee unless made in writing and signed by its authorized representative.

**21. SEVERABILITY**

- 21.1 If any provision of this Order and Conditions is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Order and Conditions, and the applicability of such provisions to other persons or circumstances, shall not be affected thereby. Each provision of this Order and Conditions, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by applicable law.



59-17 JUNCTION BOULEVARD  
20TH FLOOR  
ELMHURST, NEW YORK 11373-5188

T: +1 718 459 9021  
MURRAYHILLMARQUIS.COM

November 20, 2017

New York State Department of Public Service

**RE: Statement Regarding Landlord's Intent to Submeter Residents for Electricity Usage**

To Whom It May Concern:

Murray Hill Marquis has begun implementing various energy conservation measures within resident apartments. Current measures include all new in-unit LED lighting, internet-enabled smart thermostatic controls for steam-sourced packaged terminal air conditioners (PTAC), and all new ENERGY STAR rated appliances, which include dishwashers and refrigerators. As such, all refrigerators are less than ten years old and meet current federal energy efficiency standards. No additional conservation measures are planned at this time. Residents are encouraged to maintain energy efficient apartment dwellings via the HEFPA Implementation Plan.

Heat is provided to the apartments via steam distribution produced at a central natural gas-fired boiler.

At this time Management plans to install a PSC-approved submetering system manufactured by Intech21. Master Con Edison electric account numbers are listed in Appendix A attached to this letter.

Respectfully,

A handwritten signature in black ink that reads 'Jared Rodriguez'. The signature is fluid and cursive, with a large, stylized 'J' and 'R'.

Jared Rodriguez

Assistant Director, Utilities Conservation

(212) 708-6697

[jrodriguez@realtyoperations.com](mailto:jrodriguez@realtyoperations.com)



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## Appendix A – Associated Con Edison Account Numbers and Meters

Information extracted directly from Con Edison utility bills.

Electric	Account #	Service Address	Electric Meter	Gas Meter
Master	49-4171-2110-0001-5	142 E 34 Street, ENT	800827, 1008827	3078476; 3078776
2r	41-5117-7415-0001-2	140 E 34 Street unit 202	6117082	
2frt	41-5117-7420-0001-2	140 E 34 Street unit 201	6117081	
3ft	41-5117-7430-0001-2	140 E 34 Street unit 301	2288257	
3r	41-5117-7425-0001-1	140 E 34 Street unit 302	2288250	
4fl	41-5117-7440-0001-0	140 E 34 Street unit 402	6117083	
5r	41-5117-7540-0001-9	140 E 34 Street unit 502	6117087	
5ft	41-5117-7445-0001-9	140 E 34 Street unit 501	6117088	
hlsm	41-5117-7410-0001-3	140 E 34 Street HLSM	6117084	3410355
restaurant	41-5117-7455-0003-4	150 E 34 Street REST	6730494	

**Yellow Cell (above):** The Master account serves all resident apartments, and is the account which will serve as a basis for billing residents for electric usage measured by the proposed electric submetering system.

**Brown Cells (above):** Indicate accounts and meters that serve common areas, adjacent spaces in an adjoining townhouse, and retail/restaurant space. These accounts will not be billed to residents.

## SUBMETERED ELECTRICITY RIDER TO LEASE AGREEMENT

LEASE (OR LEASE RENEWAL) DATED: September 1, 2017

OWNER: Queens Office Tower DBA Murray Hill Marquis

TENANT: \_\_\_\_\_ (Jointly & Severally)

APARTMENT: \_\_\_\_\_ in the Building at 150 East 34<sup>th</sup> Street, New York, NY

You are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree as follows:

1. Paragraph 12.C of the Lease is hereby amended in its entirety to read as follows:

12. C **Electricity and Other Utilities**

12. C(1) You will be charged and shall pay for electricity (including, but not limited to, electric charges for the operation of the heating and air-conditioning systems, lighting, electric equipment, appliance usage and the cost of operating the fan and compressor), as set forth herein.

- a. You acknowledge that although Consolidated Edison Company of New York ("Con Edison") or another local utility company will be the provider of electricity to 150 East 34<sup>th</sup> Street, New York, NY (the "Building"), You will be required to pay Owner (or its successor) for the use of electricity at Your Apartment on the basis of a separate (sub metered) charge that will be billed to You by Owner or its agent on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, either Owner or its agent shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including termination of service, is commenced.
- b. The rate calculation to be used is the Consolidated Edison Service Classification No. 1 ("SC-1") for direct metered service. The electric bills and/or monthly statements that You receive show the amount of kilowatt hours ("kWh") that you used. The bills and/or monthly statements You receive shall provide, in clear and understandable form and language, the charges for service. Specifically, the Building's total electric bill will be divided by the total kWh consumed by the Building as determined by the master meter to arrive at the rate for the particular billing period. Your kWh will then be multiplied by the SC-1 rate to determine Your bill. Finally, sales tax will be applied to the total cost.
- c. In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated direct-metered residential customers (see 16 NYCRR § 96.1[i]). All con Edison rates are available on its website ([www.coned.com](http://www.coned.com)) under Rates and tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10-Electricity". ("\_\_\_TBD\_\_\_")<sup>1</sup> will read the meters monthly and provide Owner with these meter readings to enable Owner to process a bill based on the actual consumption by each tenant. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see 16 NYCRR § 96.1[i]).
- d. If you have a question about Your electric usage or believe the electric bill is inaccurate, You should contact [TBD]. If you have any other question concerning your electric bill, You should

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<sup>1</sup> Meter reading company has yet to be selected. Residents will be advised who this will be once selection occurs, and residents will receive an updated Rider indicating the name of the selected company. Until then, all references to the meter reading company in this Rider are To Be Determined, "TBD".

contact Owner's agent, Kings and Queens Maintenance Services DBA Marquis Apartments ("Marquis Apartments"). If You are dissatisfied with the outcome of Your question and/or complaint, You may follow the protocol set forth in the Notification of Right and Procedures, which is distributed to You on an annual basis. Alternatively, You may contact the Department of Public Service at any time concerning sub metered 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 <http://www.dps.ny.gov>.

12. C (2) As a residential customer for electricity, You also have certain additional rights assured by HEFPA, including the rights set forth as follows:

- a. You may request balanced billing for Your electric charges. Balanced billing divides the electric costs into monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
- b. If you have difficulty paying the electric bill, You may contact Marquis Apartments by telephone or by letter to arrange for a deferred payment agreement, whereby You may be able to pay the balance owed over a period of time. If You can show financial need, Marquis Apartments can work with You to determine the length of the agreement and the amount of each monthly payment.
- c. Regardless of Your payment history, Owner will continue electric service if Your health or safety is threatened. When You become aware of such hardship, Marquis Apartments can refer You to the Department of Social Services. Please notify Marquis Apartments if the following conditions exist:
  - (i) Medical Emergencies- You must provide a medical certificate from a doctor or local board of health; or
  - (ii) Life Support Equipment- if You have life support equipment and medical certificate.
- d. Special protections may be available if You and/or those living with You are age eighteen (18) or younger or sixty-two (62) and older, blind or disabled.
- e. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
- f. You can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.

12. C (3) You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.

12. C (4) Owner shall have the right to suspend electric service to the Apartment when necessary by any reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgement for as long as may be reasonably required by reason thereof and Owner (and its agents) shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. Owner (and its agents) shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You or any occupant of the Apartment may incur if either the quantity or character

of the electric service is changed or no longer available or suitable for Your requirements of if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.

12. C (5) If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's or its agent's right to subsequently deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay such bill, except as may otherwise be provided by applicable law.

12. C (6) ~~You agree that Owner shall be permitted to deduct the amount of Your electric bill on account of Your electricity usage for the final month (or any other month for which You have failed to pay Your electric bill, subject to Your rights under HEFPA) of the term of Your Lease from Your security deposit and apply such amount as payment on account of such bill. You are entitled to refunds of certain amounts should Owner or its agents commit actions which lead to the issuance of a directive to refund said certain amounts to You.~~

12. C (7) If You are late in the payment of rent or any amounts due on account of Your electricity usage, the Owner (or its agent ) shall have the right, in its sole and absolute discretion, to apply any future payments received from You in such order of priority as Owner (or its agent) may elect.

12. C (8) Television, internet and telephone services are not included in the rent [please double check on these. You must arrange for these services directly with the respective provider and pay the cost of these services. You acknowledge that Owner and its agent have made no promise or representation of any kind or nature with respect to the cost and operation of electricity, television, telephone, internet, the heating and air-conditioning system and other utilities, including without limitation of electricity cost or the manner of the functioning of the systems or the portion of the cost of operating the systems which will be borne by You.

2. Paragraph 16 of the Lease is amended by the addition of the following paragraphs:

~~16 (4) The monthly cost for the electrical charges is considered "additional rent" under the Lease. Tenant's failure to pay the electrical charges within five (5) days entitles the landlord to ultimately seek a judicial remedy for nonpayment of rent. HOWEVER BEFORE THE LANDLORD CAN PROCEED IN COURT AGAINST YOU FOR NONPAYMENT OF THE ELECTRICAL CHARGES THE LANDLORD MUST PROVIDE YOU WITH ALL NOTICES AND PROTECTIONS AVAILABLE TO A TENANT PURSUANT TO LAW AND IN PARTICULAR THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA").~~

16 (4~~5~~) IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF AFTER A TENANT COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO COMMENCING A SUMMARY PROCEEDING IN THE NEW YORK CITY HOUSING COURT FOR NONPAYMENT OF RENT, WHICH CAN RESULT IN THE TENANT BEING EVICTED FROM THE APARTMENT.

**Comment [JM1]:** The basis for this provision is to enable the landlord to ensure that claims for the recovery of rent/fees do not become stale in matters involving protracted period of non-payment. This clause permits the landlord to apply any remittance to the earliest month of non-payment, so that such month need not be considered where a court is asked to rule that demand for payment for such month or months is too old to secure a possessory judgment.



16 (56) In the event that tenant elects not to raise a complaint, or any such complaint is satisfactorily resolved as provided in clause "16 (5)" above, and any bill is not paid in full within thirty (30) days of the date it is delivered, Owner may:

i) impose a late payment charge on the unpaid portion of such bill at a rate not to exceed that specified in the PSC regulations implementing the Home Energy Fair Practices Act ("HEFPA") The amount of late payment charges set forth in any bill or notice shall be deemed "additional rent";

ii) seek recovery of the unpaid portion of such bill as "additional rent", and seek recovery of any portion of any late payment charge that remains unpaid after thirty (30) days of delivery of any notice or bill setting forth such late payment charges, in a Non-Payment Proceeding;

iii) terminate the supply of electricity to tenant's apartment dwelling by deeming tenant's nonpayment of sub-metered electricity charges a default or breach of this SUBMETERED ELECTRICITY RIDER, by exercising the right to enter tenant's apartment dwelling to terminate electricity to the dwelling. Specifically, landlord shall be deemed to be given permission to lock and disable the main electricity breaker in the dwelling's individual electricity breaker panel. Landlord shall not unlock or enable the breaker to restore electricity to the dwelling until tenant pays past due balances including any and all late payment fees. In this regard, Tenant irrevocably consents to the Owner's entry, upon reasonable notice of no less than forty-eight (48) hours, into the Apartment in order to inspect, repair, test, replace or access the electrical installations, including the submeter, serving the Apartment. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Apartment for nonpayment of electric charges.

iv) Exercise any remedies available to Owner under the lease and at law, including, without limitation, termination of the Lease, as a result of Tenant's failure to pay for electrical service to the Apartment as provided herein.

3. By signing the Rider below, You confirm that You have read and understand this Rider, and that You agree to all of its terms and requirements. This Rider will bind and benefit each of us and our respective successors and assigns. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

\_\_\_\_\_  
(insert tenant name) (Resident) Date

\_\_\_\_\_  
(insert tenant name) (Resident) Date

**Owner: Queens Office Tower DBA  
Murray Hill Marquis**

**By: \_\_\_\_\_ as Agent**

\_\_\_\_\_  
(Insert rep names) Date

### NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order<sup>2</sup> issued and effective by the New York State Public Service Commission on \_\_\_\_\_ TBD \_\_\_\_\_ in Case \_\_\_\_\_ TBD \_\_\_\_\_ – Petition of Queens Office Tower DBA Murray Hill Marquis to sub-meter electricity at 150 East 34<sup>th</sup> Street, New York, NY, located in the territory of Consolidated Edison Company of New York, Inc., filed in \_\_\_\_\_ TBD \_\_\_\_\_ (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 150 East 34<sup>th</sup> Street, New York, New York, is a sub metered facility. Although Queens Office Tower DBA Murray Hill Marquis ("Owner") is the owner of this building, the reading of each of the electric sub meters is currently performed by an outside vendor, \_\_\_\_\_ TBD \_\_\_\_\_ ("\_\_\_\_\_ TBD \_\_\_\_\_"), a third-party agent under contract with Owner. (TBD) is located at \_\_\_\_\_ and will provide you with a detailed reading of your electric usage on a monthly basis. You will receive monthly bills from Kings and Queens Maintenance Services DBA Marquis Apartments ("Marquis Apartments"), the Owner's managing agent, for your electric usage, which amounts are payable to \_\_\_\_\_.

**Comment [JM2]:** Need address of meter company, once selected.

**Comment [JM3]:** Need to know to whom the payments are made out to.

If you have any questions concerning your electric reading or your electric usage, please contact (meter reading company), whose representatives are available by telephone at, by mail at or via email at. If you have any other questions concerning your electric bill, please contact Marquis Apartments, whose representatives are available by telephone at (agent's phone number) or by mail at \_\_\_\_\_ Your Satisfaction is important to both Marquis Apartments and (meter reading company). Therefore, if, after speaking with a representative, you believe your questions have not been reviewed, please ask to speak with a supervisor.

**Comment [JM4]:** Need agent's phone number and address

If you have any complaints regarding electrical service that are not satisfied after speaking with a supervisor, please submit a complaint in writing, via telephone, e-mail or in person, including the action or relief requested and the reason for the complaint about the sub metering charge. [meter reading company] or Queens Office Tower DBA Murray Hill Marquis, as the case may be, shall investigate and respond to the complainant in writing within fifteen (15) days. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you are dissatisfied with the response, you may request a review of this determination by filing a written or verbal protest with (TBD) or Marquis Apartments, as the case may be, in writing via telephone, e-mail, or in person within from the date of the response. No particular form is required.

<sup>2</sup> The Petition to obtain the Order has not yet been filed. Residents will be advised once the Order has been obtained, and residents will receive an updated Rider indicating the details of the Order. Until then, all references to the Order in this Rider are To Be Determined, "TBD".

You may also contact the Department of Public Service at any time in writing at, by telephone at or, in person at the nearest office at, or via the Internet at <http://www.dps.ny.gov>.

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

You have the right to request messages on bills and notices in Spanish. To make such a request, contact a representative by telephone at (owner’s agent’s phone number) or by mail at \_\_\_\_\_ . Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando el telefono (Owner’s agent’s phone number) o por correo escrito a la siguiente direccion: \_\_\_\_\_ .

**Comment [JM5]:** Need agent’s phone number and address

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers’ bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically Marquis Apartments and/or ( TBD ) will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electric costs in excess of your balanced billing amount paid. You may contact Marquis Apartments to discuss the details of this plan, if you are interested.

(TBD) reads your meter because it measures and records the actual amount of electric you use; this enables Marquis Apartments to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why ( TBD ) makes every effort to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 0 – Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a Marquis Apartments representative by phone or in writing and he/she will work with you.

A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you are having difficulty paying your electric bill, please contact Marquis Apartments by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, Marquis Apartments can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00. Marquis Apartments will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history with Marquis Apartments, Marquis Apartments will continue electric service if your health or safety is threatened. When Marquis Apartments becomes aware of such hardship, it can refer you to Department of Social Services. Please notify Marquis Apartments if the following conditions exist:

(a) Medical Emergencies. You must provide a medical certificate from your doctor or local board of health; or

(b) Life Support Equipment. If you have life support equipment and a medical certificate.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled. To ensure that you receive all of the protections that you are eligible for, please contact Marquis Apartments and identify yourself.

Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify Marquis Apartments with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registrations form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to (agent's address).

**Comment [JM6]:** Need agent's address

\_\_\_\_\_  
(insert tenant name) (Resident) Date

\_\_\_\_\_  
(insert tenant name) (Resident) Date

**Owner: Queens Office Tower DBA Murray Hill Marquis**  
**By: \_\_\_\_\_, as Agent**

\_\_\_\_\_  
(insert individual agent's name) Date



New York State Public Service Commission  
Office of Consumer Policy



Submetering Identification Form

Name of Entity: <u>Queens Office Tower LP</u>			Corporate Address: <u>40 W57 St. 23 Fl. NY, NY 10019</u>		
City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10019</u>	Web Site: <u>www.realtyoperations.com</u>		
Phone: <u>212-708-6697</u>			Utility Account Number: <u>494171211000007</u>		
Chief Executive: <u>Arnold Lehman</u>			Account Holder Name: <u>Queens Office Tower</u>		
Phone: <u>212-708-6682</u>			E-mail: <u>ngonzalez@Realtyoperations.com</u>		
DPS Case Number: <u>17-E-0347</u>			<u>jrrodriguez@Realtyoperations.com</u>		

**Primary Regulatory Complaint Contact**

**Secondary Regulatory Complaint Contact**

Name: <u>Mario Gaztambide</u>			Name: <u>Jared Rodriguez</u>		
Phone: <u>212-708-6220</u>			Phone: <u>212 708 6697</u>		
Fax:			Fax: <u>212 708 6641</u>		
E-mail: <u>mgaztambide@letrak.com</u>			E-mail: <u>jrrodriguez@Realtyoperations.com</u>		
Address: <u>40 W57 St. 23 Fl.</u>			Address: <u>40 W 57 St. 23 Fl.</u>		
City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10019</u>	City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10019</u>

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: maintenance@murrayhillmarquis.com

Name of Property: <u>Murray Hill Marquis</u>			Service Address: <u>150 E34 St.</u>		
City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10016</u>	<u>New York, NY 10016</u>		
Electric Heat? <u>Y</u> <input checked="" type="radio"/> <u>N</u>			Electric Hot Water? <u>Y</u> <input checked="" type="radio"/> <u>N</u>		
# Units Occupied by: Sr. Citizens <u>0</u> Disabled <u>0</u>			Total # of Units <u>261</u>		
Rent Stabilized <u>0</u>	# Rent Controlled <u>0</u>	# Rent-Regulated <u>0</u>	# Market Rate <u>261</u>		
Rental: <input checked="" type="radio"/> <u>Y</u> <input type="radio"/> <u>N</u>		Condo: <u>Y</u> <input type="radio"/> <u>N</u>		Co-Op: <u>Y</u> <input type="radio"/> <u>N</u>	
# Low Income <u>0</u>	# Section 8 <u>0</u>	# Landlord Assist Program <u>0</u>	# Other <u>0</u>		
Submeter / Billing Agent: <u>TBD</u>			Address:		
City:	State:	Zip:			
Contact Name:		Contact Phone:	Contact Fax:		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350  
E-mail: secretary@dps.ny.gov

(Rev. 9/20/13)

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