

January 27, 2014

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case _____ - Notice of Intent of 855 MRU LLC to Submeter Electricity at 855 Sixth Avenue, New York, New York, Located in the Service Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

On behalf of 855 MRU LLC, attached please find a Notice of Intent to Submeter Electricity at 855 Sixth Avenue, New York, New York, located in the service territory of Consolidated Edison Company of New York, Inc.

Please contact me with any questions.

Respectfully submitted,

COUCH WHITE, LLP

Adam T. Conway

Adam T. Conway

ATC/glm
Attachment
cc: Elizabeth Katz (via email; w/att.)
S:\DATA\Client16 16001-16400\16375\Corres\Burgess 1-27-14.docx

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Notice of Intent of 855 MRU LLC)
to Submeter Electricity at 855 Sixth Avenue,)
New York, New York, Located in the) **Case No. _____**
Territory of Consolidated Edison Company)
of New York, Inc.)

NOTICE OF INTENT TO SUBMETER ELECTRICITY

855 MRU LLC (“Applicant”), the developer of a new 43-story tower at 855 Sixth Avenue, New York, New York (“855 Sixth Ave.”), hereby requests authorization to submeter 375 rental apartments to be located on floors 8 through 40 of 855 Sixth Ave.¹ Applicant currently anticipates that 855 Sixth Ave. will be fully constructed by mid-2015.

Because Applicant is seeking authorization to submeter at a new, master-metered multi-unit residential premises that does not utilize electric heat, Applicant hereby provides the information required in a Notice of Intent to Submeter pursuant to Section 96.3(a) of the NYS Public Service Commission’s (“Commission”) Rules and Regulations (16 NYCRR § 96.3(a)). Furthermore, none of the units at 855 Sixth Ave. have been rented as of the date of this Notice of Intent. Therefore, the notice requirements in 16 NYCRR §§ 96.3(a) and (c) are not applicable to Applicant. However, as described in more detail below, Applicant will include a Submetering Lease Rider with all leases for units at 855 Sixth Ave. This lease rider will provide prospective residents with notice, prior to signing a lease agreement, that electricity will be supplied on a submetered basis and the residents will be responsible for electric charges. Furthermore, each

¹ The lower level, ground floor, and part of the second floor will have 30,000-square-feet of retail, and the rest of the space on floors two through six will have 119,000-square-feet of office space.

year Applicant will provide every resident with the Annual Notification of Rights required by the Home Energy Fair Practices Act (“HEFPA”).

INFORMATION REQUIRED BY 16 NYCRR § 96.3(A)

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

Applicant will utilize Schneider Electric’s Square D PowerLogic EM4800 electronic submetering system with PowerLogic EM4800 meters. This submetering system is compliant with ANSI standards C12.1 and C12.20, Class 0.5. The EM4800 meters are capable of measuring real, reactive and apparent energy and power; voltage and current per phase; and power factor. This submetering system also provides Applicant with the capability to terminate electric service to each individual unit, and Applicant hereby requests authority to terminate such service only after residents have been provided all rights and notices under HEFPA. Product sheets for the submetering system are attached to this Notice of Intent as **Exhibit A**.

Each apartment will be equipped with a programmable thermostat manufactured by Honeywell. These thermostats will provide tenants with readily-accessible information about their electric usage. In addition, the thermostats will have internet access that will allow tenants to remotely monitor and control their air conditioning units using a computer, smart phone or tablet. Product sheets for the thermostats are attached to this Notice of Intent as **Exhibit B**.

B. Description of methods to be used to calculate bills

The monthly bills will be based on Consolidated Edison Company of New York, Inc.’s (“Con Edison”) rates and charges for direct-metered, residential electric service, specifically Service Classification (“S.C.”) No. 1, Rate 1. 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.

Applicant will use SourceOne Inc. to administer the monthly electric submetering bills. Each billing period, SourceOne Inc. will read the meters and process a bill based on the resident's actual consumption. Specifically, a resident's kilowatt hour usage will be multiplied by the Con Edison S.C. No. 1, Rate 1 rate for a billing period, then sales tax plus an administrative charge will be added to arrive at the total cost. A sample bill is attached to this Notice of Intent as **Exhibit C**. Consistent with the Commission's rules and regulations, the meter reading data and billing calculations will be documented and retained for a six year period for each unit.

C. Plan for Complying with the Provisions of HEFPA

Attached to this Notice of Intent as **Exhibit D** is a HEFPA Implementation Plan containing, among other things: (i) sample forms to be used to determine residents' assets; (ii) sample budget and quarterly billing forms; (iii) sample past due reminder notice; (iv) sample notice to social services of a resident's inability to pay; (v) final termination notice; (vi) final suspension notice; (vii) annual resident notification of rights; (viii) description of bill contents; (ix) sample budget or levelized payment plans; (x) sample deferred payment agreement; and (xi) complaint handling procedures.

D. Submeterer Identification Form

Attached to this Notice of Intent as **Exhibit E** is a completed Submeterer Identification Form. This Notice of Intent is for a new building for which an account number is not yet available. An updated Submeterer Identification Form with the account number will be filed as soon as the account number is available.

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

This section is not applicable. 855 Sixth Ave. is a new construction and submetered electric charges will be billed separately from rent.

F. Submetering Lease Rider

Attached to this Notice of Intent at **Exhibit F** is a Submetering Lease Rider that Applicant will include with all leases governing 855 Sixth Ave. This Submetering Lease Rider includes, among other things, a description of the submetering complaint procedures; the HEFPA rights and responsibilities of residents; and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident.

G. Proof of service

Attached to this Notice of Intent as **Exhibit G** is proof of service that a copy of this Notice of Intent was sent to Con Edison, the utility company providing service to the premises to be submetered.

H. Refrigerators

855 Sixth Ave. will be a new building and each rental unit will be equipped with a new refrigerator that is less than 10 years old. Product sheets for representative refrigerators are attached to this Notice of Intent as **Exhibit H**.

I. Description of electric energy efficiency measures to be installed

Applicant is incorporating several energy efficiency measures in 855 Sixth Ave. Overall, Applicant will adhere to Durst Fenter Residential's ("DFR") "Green Policy," a comprehensive set of energy efficiency measures designed to result in lower energy consumption and CO2 emissions in all DFR buildings. A copy of the "Green Policy" is included as **Exhibit I**.

855 Sixth Ave. will utilize one of the most cost-effective and efficient methods of space heating for multi-family buildings and use a fraction of the energy required for heating and cooling compared to traditional HVAC systems. Specifically, the building will produce hot water using centrally-located, high efficiency, gas-fired condensing boilers. From the centrally-located boilers, Applicant will pump hot water to Hybrid Water-Cooled Air Conditioner (“WCAC”) units with hot water heating coils located in each apartment. In the winter, an electric fan will be activated by the programmable thermostat in each unit. When the fan blows across the heated coils, hot air will be produced and distributed throughout each unit. In the summer, the fan operates in conjunction with an air conditioning compressor to circulate cold air.

855 Sixth Ave. will also incorporate air-to-air recovery HVAC units that enable Applicant to re-use the heat in the building exhaust. Before exhaust air leaves 855 Sixth Ave., the air will pass through the air-to-air recovery unit and the heat from the exhaust air will be transferred to the incoming fresh air, without transferring the impurities in the exhaust.

Further, Applicant will comply with the NYC Energy Conservation Code (“NYCECC”), which sets energy-efficiency standards for new construction and alterations to existing buildings. NYCECC compliance filings and special inspections will be conducted in accordance with the NYC Building Code.

Finally, in addition to the measures described above, Applicant will utilize the following energy efficiency measures throughout 855 Sixth Ave.:

- Most residential applicances will be Energy Star rated;²
- Variable frequency drives on all large pumps and fans;
- High efficiency motors;
- LED lighting throughout the building;

² Select units will incorporate premium ovens that are not Energy Star rated. Other than these select appliances, all residential appliances at 855 Sixth Ave. will be Energy Star rated.

- Lighting occupancy sensors in amenity rooms and “back-of-house” spaces (i.e., service hallways and maintenance and refuse areas); and
- Storm water retention and reuse for cooling tower makeup water³ and for flushing of water closets.

J. Description of information and education programs to be provided to residents

Applicant will utilize an in-house resident services system that will provide “Green Notices” to residents and will educate residents on energy efficiency measures. A sample “Green Notice” is attached to this Notice of Intent as **Exhibit J**.

In addition, 855 Sixth Ave. will be equipped with “Building Link,” a web-based information program that will be accessible to all residents. Building Link will be used on an ongoing basis to provide Green Notices, as well as to educate residents on ways to reduce energy usage.

K. Information regarding income-based housing assistance

Although 16 NYCRR Part 96 does not define the term "income-based housing assistance," as explained below, 16 NYCRR § 96.5(k) is not applicable to 855 Sixth Ave.

Applicant will utilize the following housing programs at 855 Sixth Ave.: (1) the NYC Department of Housing Preservation and Development’s (“HPD”) Inclusionary Housing Program (48 Inclusionary Housing (“IH”) units); (2) the NYS Housing Finance Agency’s Private Activity Bonds (27 Affordable Units); (3) federal low income housing tax credits (48 IH plus 27 Affordable units); and (4) NYC HPD 421-a real estate tax abatement (48 IH plus 27 Affordable units). Under these programs, up to 20% of the units at 855 Sixth Ave. must be income-based, rather than market-based. In exchange, Applicant can take advantage of various tax and

³ Makeup water is used to replace water that evaporates from the water tower and to control the concentration of dissolved solids within a cooling system. The makeup water is often drawn from the municipal water supply.

financing incentives. The eligible tenants in the above-described programs will not receive direct subsidies from the government and are not issued vouchers, such as the Section 8 Housing Choice Vouchers that have been considered in other Commission orders concerning submeters.⁴ Therefore, 16 NYCRR § 96.5(k) is not applicable to 855 Sixth Ave.

L. Information pertaining to property utilizing electric heat

855 Sixth Ave. will not be an “electric heat property.” As described in Section I, space heat at 855 Sixth Ave. will be produced by centrally-located, high efficiency, gas-fired condensing boilers. The residential apartments are heated and cooled by the Hybrid WCAC units. The temperature for heating and cooling in the residential apartments is controlled by programmable thermostats.

⁴ See, e.g., Case 08-E-0838 - *Petition of North Town Roosevelt, LLC to Submeter Electricity at 510-580 Main Street, Roosevelt Island, New York, Located in the Territory of Consolidated Edison Company of New York, Inc.*, Order Reinstating Submetering Approval at North Town Roosevelt with Conditions (issued October 28, 2011).

CONCLUSION

For all of the foregoing reasons, Applicant's submetering plan satisfies the requirements of 16 NYCRR Part 96; is in the public interest; and is consistent with the provision of safe and adequate service to residents. Accordingly, Applicant respectfully requests that the Commission approve this Notice of Intent to Submeter.

Dated: January 27, 2014
 Albany, New York

Respectfully submitted,

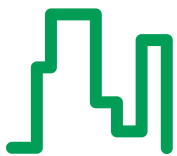
Adam T. Conway

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EXHIBIT A

Multiple tenant metering made simple

Square D™ PowerLogic™ EM4800
multicircuit energy meter



Buildings



Retail



Residential



by Schneider Electric



PowerLogic EM4800 meter shown embedded within a power distribution panel.

Simple, accurate tenant sub-metering

The compact PowerLogic™ EM4800 series multicircuit energy meter from Schneider Electric enables reliable metering of individual tenants with a low installation cost-per-point by combining revenue-accurate electricity sub-metering with advanced communications technology. It is ideal for multitenant or departmental metering applications within office towers, condominiums, apartment buildings, shopping centers, and other multiuser environments.

The PowerLogic EM4800 series meters monitor up to 24 tenants with a single device. Multiple meters can be combined to support an unlimited number of suites.

Three meter models offer a choice of CT secondary ratings and installation options:

- > **PowerLogic EM4805:** 5 A, split- or solid-core CTs
- > **PowerLogic EM4833:** 0.333 V, split- or solid-core CTs
- > **PowerLogic EM4880:** 80 mA, solid-core CTs

Cost-effective energy management benefits

The PowerLogic EM4800 series meter is integral to tenant billing and energy management solutions that provide building owners with the following benefits:

- > Provide accurate energy sub-billing to tenants.
- > Empower tenants with information about their energy usage, allowing them to manage their total consumption while helping you reduce operational costs and offer more competitive lease rates.
- > Accurately allocate costs to departments or processes and identify saving opportunities by exposing wasteful energy practices.
- > Identify periods of high energy usage and revealing cost saving opportunities within your facilities.
- > Verify utility charges using accurate, revenue-grade meters to avoid being overcharged
- > Establish a “green” efficiency image for your building, such as qualifying for points within the *LEED® Green Building Rating System*.



PowerLogic EM4800 meter shown retrofitted into an existing power panel.

Easy, flexible installation for new and retrofit applications

The PowerLogic EM4800 series meters offer a variety of flexible installation options that make it ideal for both new construction and retrofit projects.

- > Compact, maintenance-free design requires no floor space.
- > High-density, flexible connection — from single-pole to single- or three-phase metering — supports up to 24 circuits. Select the connection type using an intuitive configuration tool.
- > Direct connection for 100 - 300 V ac L - N electrical distribution systems: 277 Y / 480 V; 208 Y / 120 V; 120 / 240 V; 230 V
- > Multiple CT types support a variety of needs in both new and retrofit installations.
 - 1/3 V output CT option does not require shorting blocks, making it the ideal choice for retrofit installations.
- > No rewiring required; use existing wiring to connect to your existing panels.
- > Onboard Ethernet and modem allows for easy integration into existing communications networks.



PowerLogic EM4800 on-site software or web-hosted services can be used for bill preparation, energy analysis, and data export to other applications or to billing services.



Measurements

- > Energy: real (kWh received/delivered), reactive (kvarh received/delivered), apparent (VAh)
Accuracy compliance: ANSI C12.1 and C12.20 Class 0.5; IEC 62053-22, Class 0.5S
- > Voltage (V_{rms}) and Current (I_{rms}) per phase
- > Power: real, reactive, apparent
- > Power factor

Display

The backlit LCD features two lines of 16 characters. Information is quickly accessible using right and left arrow buttons to select each metering point (1 through 8, 12, or 24) and the Display button to cycle through the measurements for that point.

An optional remote modular display is available, which simplifies commissioning and is ideal for use when embedding the PowerLogic EM4800 meter inside a power distribution panel.

Data logging

Interval energy data is stored in onboard, nonvolatile memory and is “pushed” to software on a defined schedule, with a logging interval from five to 60 minutes, using industry-standard file transfer protocol (FTP).

Total capacity is 2.4 years for 1 hour intervals or over 200 days for 15 minute intervals. The meter can be configured to perform real-time, hourly or daily reporting to PowerLogic or third-party FTP compatible servers in standard CSV data file output format.

Maintenance flags identify potential problems or risks to reliability.

Digital inputs

Two digital pulse inputs accumulate and store pulse readings from other electric, water, or gas meters.

Communications

The meter is equipped with one Ethernet port and one V.90 modem port, so data can be transmitted over an existing Ethernet or phone network without the need for a dedicated service. Supported protocols are Modbus™ TCP/IP, HTTP, FTP, and SNMP.

Real-time and status information from the meter can also be accessed using a standard web browser. The meter offers remote configuration and firmware upgrades.

Software integration

The meter is fully supported by PowerLogic ION Enterprise™ power management software.

PowerLogic EM4800 features

Installation	
Maximum circuits: single-pole / single-phase / three-phase	24 / 12 / 8
Metering	
Energy: real, reactive, apparent	■
Energy accuracy	0.5% ¹
Power: real, reactive, apparent	■
Power factor	■
Voltage, current	■
Frequency	50 / 60 Hz
Display	
Backlit LCD	■
Remote modular display	Optional
Data recording	
Interval energy	■
Communications & I/O	
Ethernet port	■
Telephone modem	■
Pulse inputs	2

¹ Refer to the Measurements section inside for more detail.

General specifications

Weight	EM4805: approx. 11.9 lbs
	EM4833 / EM4880: approx. 4.0 kg
Safety and emissions	UL Certified to IEC/EA/CSA 61010-1 CSA-C22.2 No 61010-1-04 FCC Part 15 Class B ICES-003 EN55022, IEC 6100-4-5 ANSI/TIA968-A: 2002
Operating temperature	-40F to 158F
Operating humidity	0% to 90% non-condensing
Enclosure type	Type 1 (indoor or enclosed outdoor use)
Maximum altitude	9,843 ft
Pollution degree	2

Visit www.powerlogic.com for more information on other PowerLogic products, applications and system solutions.

Make the most of your energy SM

Schneider Electric USA, Inc.

295 Tech Park Drive
LaVergne, TN 37086
Tel: 866-466-7627 Toll Free
www.schneider-electric.com

3000BR0901R06/11

Three meter models offer a choice of CT secondary ratings and installation options:

Option	EM4805	EM4833	EM4880
5 A	■		
0.333 V		■	
80 mA			■
Split Core CT	■	■	
Solid Core CT	■	■	■

For complete information on options and help with ordering, please contact your local sales representative.



EXHIBIT B

Prestige® 2.0 Comfort Systems

Prestige IAQ 2.0 and Prestige 2.0



One Control is Always the Right Control.



Comfort & Connection Like You've Never Exp



The thermostat the industry's best contractors turn to in order to set themselves apart is now even better. Honeywell has added on to the existing features and benefits of Prestige® to create not just a product, but a business tool. Prestige 2.0 Comfort Systems generate more business, are more universal and now, connect to the Internet.

Prestige 2.0 Saves Time and Builds Relationships

- **User Interaction** – Keeps a searchable history of the past 250 thermostat setting changes including temperature, system mode and installer setup.
- **Alert Log** – Stores 25 alerts within the thermostat to help you save customer relationships by determining if the issue is a system error or a user error.



Prestige 2.0 Is Now Commercial

- **Commercial Language** – Displays: Occupied, Unoccupied, Override and Holiday.
- **365-Day Scheduling** – Allows for the creation of custom events to program Prestige based on business hours.
- **Economizer** – Enables an economizer to provide ventilation during occupied periods and cooling when outdoor conditions are favorable.
- **Time of Day Control** – Energizes lighting panels during occupied periods.
- **Meet Building Codes** – Meets all commercial building codes and Title 24.



Prestige 2.0 Gives You Options

- **Universal Assignable Outputs** – Outputs used for Indoor Air Quality devices or to help meet customers' needs for equipment to stage in a particular way.

Prestige IAQ 2.0 takes things one step further by offering features such as Delta T Diagnostics and Assignable Inputs. Both of these features can be used to notify customers of problems, using pre-set or customized alerts, with instructions to call you for assistance. Simply said, Prestige IAQ 2.0 allows you to solve the comfort, safety and energy problems that matter.

Prestige IAQ 2.0 Gets Delta T Diagnostics and Alerts

- **Delta T** – Comes standard with both a return and a discharge air temperature sensor to measure Delta T.
- **Customer Alerts** – Limits set at installation create customer alerts when their system is not operating as expected.
- **Sense of Security** – Alerts customers that there is an issue prior to a loss of heating or cooling.



Prestige IAQ 2.0 Gives You More Options

- **Two Assignable Inputs** – Offers assignable inputs for wired sensors, remote setback, or dry contacts.
- **Alerts** – Inputs selected trip pre-packaged or custom alerts such as “full drain pan” or “water leak.”



Connect to More Sales with Accessories

RedLINK™ accessories give your customers the option of customizing their Prestige 2.0 Comfort System to achieve their control, comfort and convenience needs. With installation that requires no more than a few minutes and the touch of a button, RedLINK offers you the opportunity to increase profitability through add-on sales.



RedLINK Internet Gateway with Total Connect Comfort Services

Allows users to remotely monitor and control their heating and cooling systems – at anytime, from anywhere. Free apps are available for Apple iPhone, iPad and iPod touch on the iTunes store.



Wireless Humidity Control

Communicates with Prestige to control humidity without running new wires to the living space.



Portable Comfort Control

Provides convenient control of temperature from any room.



Wireless Outdoor Air Sensor

Displays outdoor temperature and humidity on all RedLINK-enabled devices.



Wireless Indoor Air Sensor

Works with Prestige 2.0 to manage indoor temperature and humidity.

Prestige IAQ 2.0 Comfort Systems

Part Number	Description
YTHX9421R5077	Prestige HD IAQ Thermostat, Equipment Interface Module, Portable Comfort Control, Wireless Outdoor Sensor and Two Duct Sensors
YTHX9421R5069	Prestige HD IAQ Thermostat, Equipment Interface Module, Wireless Outdoor Sensor and Two Duct Sensors
YTHX9421R5051	Prestige HD IAQ Thermostat, Equipment Interface Module and Two Duct Sensors

Prestige 2.0 Comfort Systems

Part Number	Description
YTHX9321R5061	Prestige HD Thermostat, Portable Comfort Control and Wireless Outdoor Sensor
YTHX9321R5079	Prestige HD Thermostat and Wireless Outdoor Sensor
THX9321R5030	Prestige HD Thermostat

System Components

Part Number	Description
THX9421R5013	Prestige HD IAQ Thermostat
THM5421R1013	Prestige IAQ Equipment Interface Module
YTHM5421R1002	Prestige Equipment Interface Module and Two Duct Sensors
C7735A1000	Return/Discharge Air Temperature Sensor

Accessories

Part Number	Description
THM6000R1002	RedLINK™ Enabled Internet Gateway
C7189R1004	Wireless Indoor Air Sensor
C7089R1013	Wireless Outdoor Air Sensor
REM5000R1001	Portable Comfort Control
HM506H8908	6-gallon TrueSTEAM, RedLINK-enabled (YHM506HR01 kit includes RO filtration system)
HM509H8908	9-gallon TrueSTEAM, RedLINK-enabled (YHM509HR01 kit includes RO filtration system)
HM512H8908	12-gallon TrueSTEAM, RedLINK-enabled (YHM512HR01 kit includes RO filtration system)
THM4000R1000	Wireless Adapter

Learn More

Call **1-800-468-1502**,
 e-mail info@honeywell.com
 or visit forwardthinking.honeywell.com

Automation and Control Solutions


In the U.S.:
 Honeywell
 1985 Douglas Drive North
 Golden Valley, MN 55422-3992

In Canada:
 Honeywell Limited
 35 Dynamic Drive
 Toronto, Ontario M1V 4Z9
www.honeywell.com

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Prestige is a registered trademark of Honeywell International Inc.

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 December 2011
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Honeywell

EXHIBIT C

Tenant Information

Mr. John Doe

123 Happy Street

Brooklyn, NY 11207

Invoice Number:

EL.713.13/133K

Make Check Payable To

Account Summary

Service Period: June 15, 2013 to July 16, 2013 (31 Days)

Service Class: ConED SC1 Residential

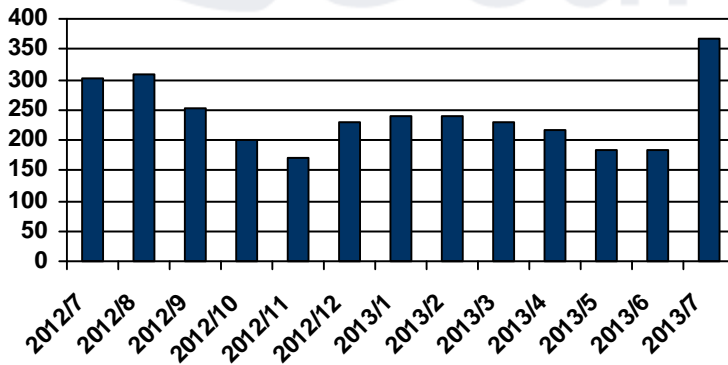
Consumption Details: 366.00 kWh at an Avg Cost of \$0.147900 = \$54.16

Monthly Monitoring

	Jul 2013
On-Peak Energy - kWh	0
Off-Peak Energy - kWh	366
Total Energy - kWh	366
kWh/Day	12
\$/Day	\$2.26

Billing Detail

Customer Charge:	\$15.76
Energy Charge:	\$54.16
Service Fee: 1 meter @ \$4.00/meter	\$4.00
Subtotal:	\$73.92
Sales Tax @ 4.500%	\$3.33
TOTAL AMOUNT DUE:	\$77.25
Total Amount Due Upon Receipt	



Kilowatt Hours

Meter Readings

Meter No.	Multi.	Previous	Current	Usage kWh	Demand kW
2544/9F0	1.00	12,763	13,129	366	0.0
Totals				366	0.0

EXHIBIT D

HEFPA IMPLEMENTATION PLAN

855 SIXTH AVENUE

- 1. Procedure To Pursue Collection of Utility Charges**
- 2. Deferred Payment Agreement Package**
- 3. Budget Billing Agreement**
- 4. Late Payment Procedures**
- 5. Complaint Resolution Plan**
- 6. Final Termination Notice**
- 7. Disclosure Statement**
- 8. Annual Notification of Rights**

1. PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

Staff for 855 Sixth Avenue, or its billing agent SourceOne Inc. acting on its behalf, (collectively, “Submeterer” or “Staff”) shall process the master invoice received from the utility (e.g., Consolidated Edison Company of New York, Inc.) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within 10 days after receipt of the master utility invoice, Submeterer shall calculate and distribute a submetered utility statement to each resident. Payment is due within 30 days from receipt of the submetered bill.

Step 3: Identify Past Due Accounts

Twenty (20) days after the due date of the submetered utility bill, Submeterer will generate a report from its computer system that will list all past due utility accounts. If Staff deems necessary, Staff will review this list and contact each resident with a past due utility account. Staff will provide the following documents to each such resident: *Deferred Billing Agreement Option Form* and the *Deferred Payment Agreement – Required Information and Documents Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in a Deferred Payment Agreement, Staff will enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between Staff and the resident must be scheduled within five (5) days to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the financial circumstances of the resident. A *Deferred Payment Agreement Appointment Letter* will be immediately hand-delivered and mailed to the resident. The contents of that letter will include:

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

During the meeting, Staff and the resident will:

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

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

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

Step 5: Default of a Deferred Payment Agreement Obligation

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

- Within ten (10) days after a Deferred Payment Agreement payment is due but not made, Staff will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident then has ten (10) days to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts Submeterer within the ten (10) day period regarding an inability to pay, Staff will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
 1. If the resident is able to demonstrate a significant change in his/her financial status, Staff will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, we expect that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 2. If the resident is unable to demonstrate a significant change in his/her financial status, Staff should explain that determination and demand payment of the missed payment.
- If, within twenty (20) days after the date of the *Deferred Payment Agreement Reminder Notice*, Submeterer does not receive payment or enter into a

Revised Deferred Payment Agreement, Staff shall send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event Submeterer and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice* along with an executed Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate.

The *Final Termination Notice* will be mailed out by Staff: (i) ten (10) days after the date Submeterer contacted a resident with a past due utility account and received no response from the resident; or (ii) the day after negotiations cease between Staff and the resident over the terms of a Deferred Payment Agreement.

Staff will include with the *Final Termination Notice* two copies of a Deferred Payment Agreement or Revised Deferred Payment Agreement, as appropriate, that has been executed by Staff. The terms of payment in this document may be the same as those calculated from the *Deferred Payment Agreement Worksheet*, if available, or as otherwise determined by Staff. The resident shall be advised that it may sign the proffered Deferred Payment Agreement or Revised Deferred Payment Agreement in order to avoid termination of electricity service, and that the executed document must be returned to Submeterer prior to the date set forth in the *Final Termination Notice*.

Step 7: Review for Special Procedures

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

Step 8: Termination of Electricity Service

If, after 15 days, the resident has failed to pay his/her electricity bill or failed to pay amounts due under a Deferred Payment Agreement and Submeterer have taken the required steps if special protections are applicable, Submeterer may terminate such resident's electricity service as required by New York State Public Service Commission regulations.

Staff should advise residents that bills and notices can be prepared in both English and another language if a resident is not proficient in English.

2. Deferred Payment Agreement Package

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

A. Deferred Billing Agreement Option Offer Letter

Date

Resident
Street Address
City, State, Zip Code

Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the management office and meet with our designated staff member, or call the management office at 212-257-6500, for the purpose of discussing your right to a Deferred Payment Agreement for the outstanding electric charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the management office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included.

- One for signature and return to office.
- One for your records

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

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

Resident Signature: _____

Apt #: _____ **Date:** _____

OR

**NO,
I would not like to schedule an appointment to discuss a Deferred Payment Agreement.**

Resident Signature: _____

Apt #: _____ **Date:** _____

Date

Resident

Street Address

City, State, Zip Code

Re: Deferred Payment Agreement Appointment

Dear Resident:

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

We have scheduled your appointment for:

Date:_____ **Time:**_____

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

We have enclosed the following for your review:

- A copy of the *Deferred Payment Agreement Worksheet*.

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

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

CONFIDENTIAL

Deferred Payment Agreement Worksheet

Date: _____ **Apt #:** _____

Resident Name: _____

Monthly Income Calculation

Income Source:

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

Asset Calculation:

Asset Source:

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

Applicable Monthly Expense:

Rent:	
Grocery Expense:	
Basic Telephone Expense:	
Medical Expenses:	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses (e.g., food, telephone)	
Total Expenses:	

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

Down payment may be required

Monthly Payment _____
Number of Payments _____
Total Amount Due _____

Resident Signature: _____

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

C. DEFERRED PAYMENT AGREEMENT

Resident Name: _____

Apt No.: _____

The total amount owed to 855 Sixth Avenue for this account as of MM/DD/YYYY is **\$XX.XX**.

855 Sixth Avenue is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid possible termination of service.**

Assistance to pay utility bills may be available to applicants or recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, 855 Sixth Avenue may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, 855 Sixth Avenue may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please notify the management company by mail at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036, or by phone at 212-257-6500.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

This agreement has been accepted by 855 Sixth Avenue. If you and 855 Sixth Avenue cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3355.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

Acceptance of Agreement

Company Acceptance: By this statement, 855 Sixth Avenue verifies that the specific terms offered in this document constitute an acceptable agreement for payment of monies owing.

Signature: _____
Print Name: _____
Date: _____

Resident Acceptance: To indicate acceptance; sign, date and print name.

I have read, understand and accept the terms of this agreement.

Signature: _____
Print Name: _____
Date: _____

D. Past Due Reminder Notice

Date

Resident

Street Address

City, State, Zip Code

Re: Payment Past Due Reminder Notice

Dear Resident:

On MM/DD/YYYY you signed a Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid a *Final Termination Notice*.

You have failed to comply with the terms of the Deferred Payment Agreement. We are notifying you that you must meet the terms of the Deferred Payment Agreement by making the necessary payment within 20 calendar days of the date payment was due MM/DD/YYYY, or a *Final Termination Notice* may be issued.

If you are unable to make payment under the terms of the Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 212-257-6500 because a new Deferred Payment Agreement may be available. If further help is needed, you may call the New York State Public Service Commission at 1-800-342-3355, 7:30 A.M. to 7:30 P.M., Monday through Friday.

Assistance to pay utility bills may be available to applicants or recipients of public assistance or supplemental security income from your local social services office by calling (718) 557-1399.

The total amount owed to 855 Sixth Avenue for this account as of MM/DD/YYYY is: \$XX.XX.

Sincerely

(Your Name)

Title

3. Budget Billing Agreement

Resident Name: _____

Address: _____

Account #: _____

Under this Plan, 855 Sixth Avenue agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan ("Plan"). This Plan requires that you pay \$ XX.XX per month for the 12-month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

The monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kwh, based on your last 12 months actual consumption. If 12 months of customer billing data are not available then the submeterer shall estimate consumption over the next 12-month period using billing data for the premises.

The Plan shall be subject to regular review (every 3-6 months) for conformity with actual billings. 855 Sixth Avenue reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption and/or commodity prices.

Each month, you will be billed an equal monthly payment and you are required to pay that amount. Your bill will inform you of your consumption for the period, as well as the charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a *Final Termination Notice* pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, 855 Sixth Avenue shall true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the 12-month period if you were not on the plan. If you owe 855 Sixth Avenue a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

[] Yes! I would like Budget Billing.

Acceptance of Agreement

Customer Signature: _____

Date: _____

855 Sixth Avenue: _____

Date: _____

Return one signed copy to 855 Sixth Avenue's management company at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 by MM/DD/YYYY.

HEFPA Quarterly Billing Agreement

Customer Name: _____

Address: _____

Account #: _____

Under this plan, 855 Sixth Avenue agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (“Plan”).

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

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

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

[] Yes! I would like Quarterly Billing.

Acceptance of Agreement

Customer Signature: _____

Date: _____

855 MRU LLC: _____

Date: _____

Return one signed copy to 855 Sixth Avenue’s management office at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 by MM/DD/YYYY.

4. Late Payment Procedures

855 Sixth Avenue reserves the right to charge a late payment fee. The late payment fee will not exceed one and one-half percent per month on the unpaid balance of any bill including any interest thereon. The bill to each resident will provide the following:

1. the amount billed
2. late payment charge, if applicable, for past unpaid bills
3. due date for payment after which a late payment charge will be applicable

No late payment fee will be imposed for a minimum of 30 days beyond a bill's payment due date.

Late payment fees shall not apply to any charges that are the subject of a pending complaint before 855 Sixth Avenue or the Public Service Commission.

5. Complaint Resolution Plan

To resolve a complaint involving a resident's electric charges, the resident shall first present to the management company, an oral or written complaint, which shall include the action or relief requested. To make a complaint orally, please contact the managing agent at 212-257-6500. If you would like to file a complaint in writing, please send the complaint to us at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036. Your managing agent or its representative shall investigate and respond to the complaint in writing within thirty days of the receipt of the complaint. The managing agent may utilize a third party vendor, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised, in writing, of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or its representative'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 from the managing agent or its representative. No particular form of protest is required. If necessary, an inspection of the resident's meter may be ordered and/or a conference may be scheduled with management and the complainant. Management shall, within a reasonable period of time, prepare a written report containing a disposition of the matter. A copy of this report shall be sent to the complainant. If the complaint pertains to a billing dispute, the complainant is not required to pay the amount in dispute during the pendency of the complaint. However, the complainant is required to specify the amount in dispute and the complainant remains responsible for paying all undisputed bills in a timely manner.

At all times, the complainant may contact the New York State Department of Public Service and file an oral or written complaint at 1-800-342-3355 or, 90 Church Street, New York, NY 10007. Residents of 855 Sixth Avenue are afforded all of the rights and remedies available under the Home Energy Fair Practice Act ("HEFPA").

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**855 MRU LLC
One Bryant Park
49th Floor
New York, New York 10036**

ACCOUNT INFORMATION

(Be sure to complete before mailing or submitting)

Name

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

Customer is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age

Customer is blind (Legally or Medically)

Customer has a permanent disability

Customer/resident of my house has a Medical Hardship that requires special protection

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

I receive government assistance.

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

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

Please send me more information about Balanced Billing: _____

To be completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

DOCUMENTATION OF INABILITY TO PAY UTILITY BILLS

We have received an initial certificate of medical emergency, under which we must continue to provide you with utility service for 30 days, starting _____ and continuing until the beginning of business on _____.

At the expiration of that period, we can, under the provisions of law (sec. 32 [3][a], Public Service Law) and Public Service Commission's regulations (16 NYCRR 11.5[a]), terminate your utility service UNLESS the medical condition persists AND you do not have enough ready cash or income to meet your past due and current utility bills and still meet your other necessary expenses such as food, housing and medical treatment.

Please use this form to provide the information we need to make a determination, as required by law, whether you are unable to pay past due and current bills. We will continue to provide you with utility service while we consider the information you provide.

If we determine that you have NOT demonstrated that you are unable to pay past due and current bills, we will notify you in writing and inform you how you can seek review of our determination by the Public Service Commission. If we determine that you have NOT shown that you have a financial hardship, we will offer you a deferred payment agreement, so that you can pay past due bills and installments while you meet all current bills. And if you DO show a financial hardship, we will try to work out an arrangement so that you will not accumulate substantial past due bills.

If you have any questions, you can call the Managing Agent at 212-257-6500. If you are not satisfied with our response, you also can call the Public Service Commission, Monday through Friday, 7:30 A.M. to 7:30 P.M., at 1-800-342-3355.

A. INFORMATION ON LIQUID ASSETS AND CURRENT INCOME

1. Liquid assets, such as cash, bank savings or checking accounts, etc. should be listed:

Cash on hand \$ _____
Bank checking account No. _____ Amt. presently in account \$ _____
Bank savings account No. _____ Amt. presently in account \$ _____
Name and address of Banks _____

2. Income information:

Source of Income:	Work	Yes _____	No _____	Amt. _____ (week)
	SSI	Yes _____	No _____	Amt. _____ per mo.
	Public Assistance	Yes _____	No _____	Amt. _____ per 2 weeks

If you are a recipient of Public Assistance, have you requested your local Social Services office to guarantee future payments?

Yes _____ No _____

B. EXPENSES

MONTHLY
PAYMENT AMT. OWING

Housing: Rent _____ Own _____
Food: Food Stamps: Yes _____ No _____
Medical expenses: (incl. prescriptions)
Utility: (gas and electric)
Heating: (if not gas or electric)
Telephone:
Installment payments: (credit card)
Transportation:
Car expense: (loan, gas, etc.)
Education:
Other:

I, the undersigned, do hereby certify that the above information provided is the truth, to the best of my knowledge.

(Signature)

(Date)

6. Final Termination Notice

Date

Resident

Street Address

City, State, Zip Code

Re: Final Termination Notice

Dear Resident:

By letter dated MM/DD/YY, 855 Sixth Avenue notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in 855 Sixth Avenue terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write us at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036, 212-257-6500 or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 855 SIXTH AVENUE' MANAGING AGENT AT THE ADDRESS INDICATED ABOVE WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 212-257-6500. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Your Name

Title

7. Disclosure Statement

855 Sixth Avenue certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future leases for 855 Sixth Avenue.

Rates and charges paid by the residents will be based on the rate that Consolidated Edison Company of New York, Inc. charges to 855 Sixth Avenue. In no event will the total charges (including administrative fees) exceed the Consolidated Edison residential rate, SC-1.

Each submeter will be read monthly and each resident will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and the total amount due.

8. ANNUAL NOTIFICATION OF RIGHTS Home Energy Fair Practices Act (HEFPA)

The electricity at **855 Sixth Avenue** is submetered. As a residential customer of electricity you have certain rights under the Home Energy Fair Practices Act (HEFPA).

A full copy of HEFPA rules is available at http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf

Complaint process

If you have questions about your electric bill or believe your bill is inaccurate, you should contact **855 Sixth Avenue's** Property Manager at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 or call the Managing Agent at 212-257-6500. Your Property Manager will then investigate and respond to your complaint in writing within thirty (30) days of receipt of the complaint. If you are dissatisfied with the response, you may request a review of the outcome by sending management a written or verbal protest within fourteen (14) days from the date of the response from the property manager. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner. If the complaint pertains to a billing dispute, you are not required to pay the amount in dispute while the complaint is pending. However, you are required to specify the amount in dispute. If only a portion of your electric charges are in dispute, please be advised that you are responsible for paying all undisputed electric charges in a timely manner.

Consumer rights and protections are available to you under Home Energy Fair Practices Act. You may contact the Department of Public Service at any time regarding a complaint about submetered service.

PSC Helpline - toll free number: **1-800-342-3355**

Online: www.dps.ny.gov or www.askPSC.com

<http://www.askpsc.com/>

Mailing address:

NYS Public Service Commission – Office of Consumer Services
90 Church Street, New York, NY 10007

Termination or Disconnection of Service:

Owner shall afford you all notices and protections available to you pursuant to HEFPA before any action(s) is commenced based on non-payment of your electric bill, including termination of service.

A Submeterer may disconnect service under the following conditions if the customer:

- fails to pay charges for services rendered; or
- 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 earliest date on which disconnection may occur;
- the reasons for 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 submeterer that the customer 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 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.”

Reconnecting service

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

- you have paid the amount due or signed a payment agreement and made the down payment, if required,
- the local Department of Social Services agrees to make a direct payment on your behalf or provides a written guarantee of payment,
- the service provider is notified that serious harm to health or safety is likely to result if service is not reconnected, or
- the PSC directs the service provider to restore service.

Special Procedures:

Notify 855 Sixth Avenue’s Property Manager at One Bryant Park, 49th Floor, New York, New York 10036 or call the Property Manager at 212-257-6500 if any of these conditions exist.

- Medical Emergencies

No submeterer shall disconnect or refuse to restore service when a medical emergency exists. You must provide a medical certificate from a doctor or local board of health.

- Life Support Systems

If a customer or a resident of the customer's premises suffers from a medical condition requiring utility service to operate a 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 service. You must have life support equipment and provide a medical certificate from a doctor or local board of health.

- Customers Who Are Elderly, Blind or Disabled

No submeterer shall disconnect or refuse to restore service where a residential customer is known to or identified to the submeterer to be elderly, blind, 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 blind or disabled, without complying with the procedures specified in HEFPA.

- Cold Weather Periods

Every submeterer shall develop and maintain methods to identify all residential households in its buildings whose utility service is heat related. During the period beginning November 1st of each year and ending April 15th of the following year, every submeterer shall observe, at a minimum, the procedures in HEFPA Section 11.5 (c) (2), which prevent submeterers from terminating, disconnecting, suspending or refusing to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists; provided, however, that a demonstration of the customer's inability to pay charges for service shall be required before a certificate of medical emergency can be renewed. A medical emergency exists when a resident of a customer's residence suffers from a serious illness or a medical condition that severely affects his or her well-being. An inability to pay charges for service is demonstrated when a customer is unable to pay past due and current utility bills because of insufficient liquid assets and current income, considering other necessary and reasonable expenses of the customer such as food, shelter and medical expenses as documented by provision of the information required in the form titled "Documentation of Inability to Pay Utility Bills," a copy of which will be provided to a customer upon request.

- Special Notification of Social Services

After the submeterer has sent a final notice of termination to a residential customer who it knows is receiving public assistance, supplemental security income benefits or additional State payments pursuant to the Social Services Law, and for whom the submeterer has not received a guarantee of future payment from the local social services commissioner, it shall, not more than five days nor less than three days before the intended termination or disconnection, notify an appropriate official of the local social services district that payment for submeterer services has not been made.

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.

If you are interested in Voluntary Third-Party Notice notify Management at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 or call 212-257-6500 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.

Deferred Payment Agreements: 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. 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. You may not be eligible for a deferred payment agreement if you have broken an existing payment agreement or if the Public Service Commission determines that you have the resources available to pay the bill.

You may contact **Management at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 or call 212-257-6500** to discuss details if interested.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan for the payment of charges. The plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. The plan shall be based on a customer's recent 12-month billing data and if not available then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises then the submeterer shall estimate consumption over the next 12-month period. Bills should clearly identify consumption and state the amounts that would be due without levelized or budget billing. In addition each plan shall provide that bills will be subject to regular review for conformity with actual billings.

You may contact **Management at 855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036 or call 212-257-6500** to discuss details if interested.

Deposits: Deposits for submetered accounts may be required if:

- Tenant is a seasonal or a short-term customer.
- Customer accumulates two consecutive months of arrears without making reasonable payment. A submeterer shall provide a customer written notice, at least 20 days before it

may assess a deposit.

- Customer had electric service terminated, disconnected or suspended for nonpayment during the preceding six months.
- Submeterer permits the customer to pay the deposit in installments over a period not to exceed 12 months.

Deposits for submetered accounts shall not be required or held if:

- Submeterer knows customer to be a recipient of public assistance, supplemental security income, or additional State payments.
- Submeterer knows customer is 62 years of age or older unless such customer has had service terminated, disconnected or suspended by the submeterer for nonpayment of bills within the preceding six months.

Requirement:

- Deposits should be a reasonable amount not greater than twice the average monthly bill except in cases of centrally-provided electric heat, where it may not exceed twice the estimated average monthly bill for the heating season.
- Interest must be paid on deposits at a rate prescribed annually by the Commission, but in no event will the interest rate exceed the rate provided by institutional banks at the time the deposit is collected. Interest will be applied to the bill when the deposit was held for a period of one year. If the customer is not delinquent in payment of bills during the one year period, the deposit and the interest is refunded promptly.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1 1/2 percent 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 charge. Residential customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer's periodic receipt of income without such customers incurring late payment charges provided that the offer may prescribe a late payment charge where payment is not made within 20 days of the scheduled due date.

Contents of bills: Each submetering bill to a residential customer shall provide, in clear and understandable form and language, the charges for service. The residential bills shall include:

- (a) The name, address and account number of the customer, dates of the present and previous meter readings, whether estimated or actual amount consumed between present and previous readings, amount owed for the latest period, the date by which payments for the latest period may be paid without penalty, the penalty charge for late paid bills, credits from past bills and any amounts owed and unpaid from previous bills;

- (b) The customer's service classification, the billed demand, the meter-multiplier constant (if applicable), and any charges or credits which are adjustments to the base charges imposed by the submeterer for the rate classification of that customer;
- (c) If the bill is issued under a budget or levelized billing plan, an identification of the type of plan, the total of the year's budget or levelized amounts billed to the end of the period covered by the current bill, the dollar amount billed for tariff items during such period, and the debit or credit balances; and
- (d) An explanation of how the bill may be paid, including one or more offices at which it may be paid, and a statement that bills may be paid at other authorized offices or payment agencies.

EXHIBIT E



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



Submetering Identification Form

Name of Entity: 855 MRU LLC			Corporate Address: ONE BRYANT PARK, 49 FL		
City: NEW YORK	State: NY	Zip: 10036	Web Site:		
Phone: 212-257-6500			Utility Account Number:		
Chief Executive: The Durst Manager LLC			Account Holder Name:		
Phone: 212-257-6600			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Dan Mogolesko			Name: Laura Rodriguez		
Phone: 212-257-6618			Phone: 212-257-6572		
Fax: 212-257-6272			Fax: 212-257-6272		
E-mail: DMogolesko@durst.org			E-mail: LRodriguez@durst.org		
Address: One Bryant Park, 48th FL			Address: One Bryant Park, 48th Floor		
City: New York	State: NY	Zip: 10036	City: New York	State: NY	Zip: 10036

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property: 855 AVENUE OF THE AMERICAS			Service Address: 855 6TH AVENUE		
City: NY	State: NY	Zip: 10001			
Electric Heat? Y/N NO			Electric Hot Water? Y/N NO		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units		
Rent Stabilized N/A	# Rent Controlled N/A	# Rent-Regulated 75	# Market Rate 300		
Rental: Y/N YES		Condo: Y/N NO	Co-Op: Y/N NO		
# Low Income 75	# Section 8 N/A	# Landlord Assist Program	# Other		
Submeter / Billing Agent: SOURCE ONE			Address: 53 STATE STREET		
City: BOSTON	State: MA	Zip: 02109	14TH FLOOR		
Contact Name: JAMES PANICO		Contact Phone: 617-399-6137	Contact Fax: 617-399-6186		

Please return this form within 5 days to:

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

(Rev. 9/20/13)

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

EXHIBIT F

855 Sixth Avenue Electric Submeter Lease Rider

1. Tenant acknowledges that the New York State Public Service Commission has approved owner's petition to submeter electricity to residential tenants located at 855 Sixth Avenue.
2. Tenant acknowledges that rates and charges paid by the tenant will be based on the rates charged by Con Edison, the electric company, and in no event will the total charges (including any administrative fees) exceed the rates for directly metered residential electric service. Refunds will be credited to any submetered tenant affected by the landlord's actions that led to such refunds, provided that landlord has contact information for such resident.
3. Tenant acknowledges that each submeter will be read and the tenant will be billed monthly for electric service. Each tenant's submetering statement will show the service dates tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. Tenant's failure to pay the electrical charges entitles the landlord to ultimately terminate electrical service. **HOWEVER LANDLORD 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.**
4. Among other protections, HEFPA provides that:
 - (i) Tenant may request balanced billing. Balanced billing divides tenant's electric costs into twelve (12) equal monthly payments. Periodically (every 3-6 months), the tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid. If tenant has paid more than its actual electricity costs, tenant will be provided with a credit on its next electric bill equal to the overpayment. If the overpayment exceeds the next submetered electric bill, any excess credits will be carried forward to subsequent months and offset against electric charges until the full credit is exhausted.
 - (ii) If tenant has difficulty paying the electric bill, tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby tenant will be able to pay the balance owed over a period of time. If tenant can show financial need, the managing agent can work with tenant to determine the length of agreement and the amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The managing agent will make reasonable efforts to help the tenant find a way to pay their bill.
 - (iii) If a health or safety hardship is demonstrated, management can refer tenant to a local social service agency. Tenant should notify management if the following conditions exist:
 - (a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or
 - (b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.
 - (c) Any medical certificate must be signed by a physician and include the physician's license number.
 - (iv) Special protections may be available if tenant and/or other persons living with tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.

**855 Sixth Avenue
Electric Submeter
Lease Rider**

(v) Tenant may designate a third party as an additional contact to receive notices of past due balances. Any third party designated by the tenant will not become responsible for payment of electric charges; all such charges will remain the responsibility of the tenant.

(vi) If tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, tenant may present to the managing agent a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to **855 MRU LLC, One Bryant Park, 49th Floor, New York, New York 10036**. The managing agent shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within thirty (30) days. A resident may request and receive one submeter test at no cost during a twelve month period when the request is made pursuant to a complaint. A resident may request more than one meter test during a twelve month period and may request that the test be witnessed by Department of Public Service staff; however, if the submeter is not out of the limits as prescribed by 16 NYCRR Part 92, the person requesting more than one annual test will bear the cost of such additional meter tests. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If tenant is dissatisfied with the managing agent's response; tenant may request a review of this determination by filing a written or verbal protest with management within fourteen (14) days from the date of the response by the managing agent. No particular form is required.

At any time, the tenant can also contact the Public Service Commission at New York State Department of Public Service, 90 Church Street, New York, NY 10007 or call their toll free HELPLINE at 1-800-342-3377 and file a complaint seeking to have the issue resolved by the Public Service Commission, or if the tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is www.dps.ny.gov<http://www.dps.state.ny.us/>.

Tenant

Landlord

Date

Date

EXHIBIT G

January 27, 2014

VIA OVERNIGHT MAIL

Mr. David DeSanti
General Manager – Central Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

Re: Notice of Intent to Submeter Electricity at a Building Located at 855 Sixth Avenue, New York, New York

Dear Mr. DeSanti:

Please be advised that on January 27, 2014, 855 MRU LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice. Thank you for your attention in this matter.

Very truly yours,

COUCH WHITE, LLP



Adam T. Conway

Counsel for
855 MRU LLC

ATC/glm

Enclosure

S:\DATA\Client\16 16001-16400\16375\Exhibits\Exhibit G - Proof of Service.docx

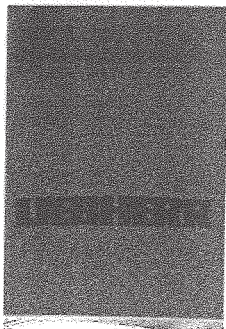
EXHIBIT H



HCB 1560 PremiumPlus BioFresh NoFrost

Product Search:

- 24" Refrigerator & Freezer
- 24" BioFresh Refrigerator
- 24" Freezer
- 30" Refrigerator & Freezer
- HCB 1560 PremiumPlus BioFresh NoFrost
- HCB 1561 PremiumPlus BioFresh NoFrost
- HC 1540 Premium NoFrost
- HC 1541
- 36" Refrigerator & Freezer
- 48" Refrigerator & Freezer
- 48" BioFresh Refrigerator & Freezer



Technical data

Energy Label

Compressors

Individual temperature zones

Type of control

SuperCool

SuperFrost

Material door shelves

Interior light, refrigerator compartment

BioFresh

Number of BioFresh safes

Interior light, BioFresh compartment

NoFrost

FrostSafe-System

IceMaker

Interior light, freezer compartment

Door hinges

Gross weight in pounds

Gross weight [kg]

Net capacity, freezer compartment [l]

Total net capacity, refrigerator compartment [l]

Of which is refrigeration only [l]

of which is cold storage compartment [l]

Net capacity of refrigerator compartment in cubic feet

Total net capacity of refrigerator in cubic feet

Net capacity of freezer compartment in cubic feet

Dimensions, recess

Measurements: height of recess in inches

Measurements: width of recess in inches

Measurements: depth of recess (min.) in inches

Recess requirement in inch

Range of appliance height [cm]

Range of appliance width [cm]

Min. depth [cm]

Recess requirement

Download

EnergyStar

2

2

Digital temperature display in the MagicEye

✓

quantity-controlled

Glass with stainless steel trim

LED light column

✓

2

LED

✓

with completely enclosed, white drawers

Fixed water connection

LED

right fix

354.9

161

121

279

219

60

7.7

9.8

4.3

80

30

24 5/8

80

203.2-203.2

76.2-76.2

62.5

203 cm



SmartLinks

[Contact](#)

[Dealer locator](#)

[Brochure](#)

[Product Registration](#)

[Warranty Plan](#)

[Recall Information](#)

[Key Features](#)

[Benefits](#)

[BioFresh](#)

[Wine Guide](#)

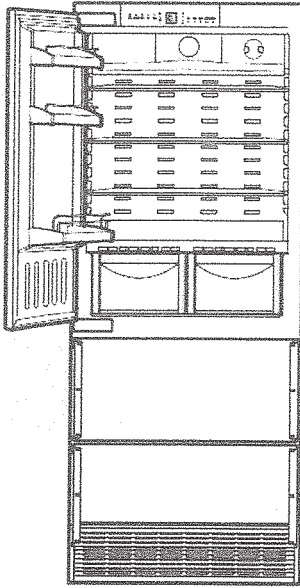
[The Liebherr Group](#)

[Other Liebherr products](#)

[Top](#)

[Print preview](#)

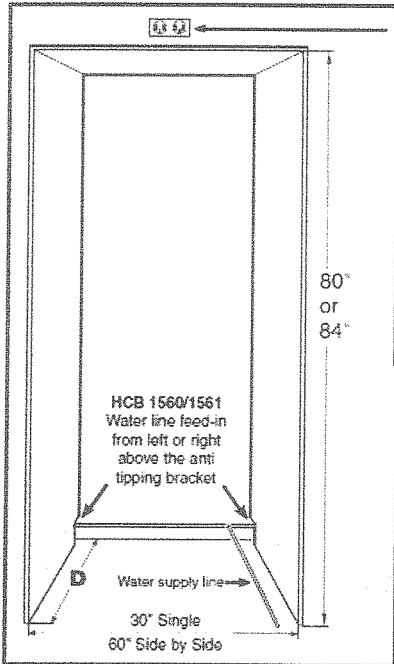
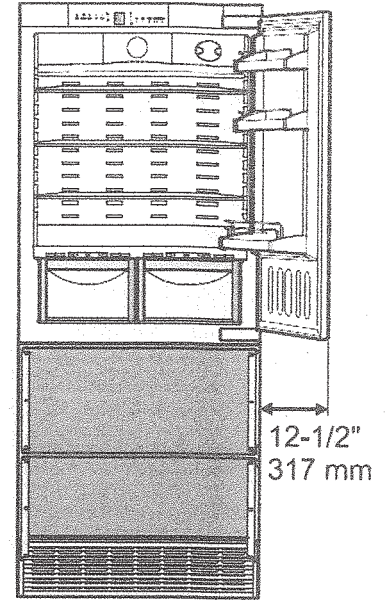
*THIS IS JUST A QUICK REFERENCE GUIDE, FOR COMPLETE INSTRUCTIONS, PLEASE REFER TO THE DESIGN GUIDE OR VISIT <http://www.liebherr-appliances.com>



**HCB 1561 (left hinged)
HCB 1560 (right hinged)**

Energy Star: qualified
 Energy consumption p. a.: 427 kWh
 Energy Supply: 115V / 60Hz / 1.9A
 Total capacity: 14.1 cu ft (400 L)
 Refrigerator: 9.8 cu ft (278 L)
 Freezer: 4.3 cu ft (122 L)
 Ice cube output: 2.2 lbs/24h
 Ice cube stock: 6 lbs
 Climate Rating: SN-T

- Automatic refrigerator defrosting
- Automatic freezer compartment defrosting
- Automatic IceMaker can be switched off
- Maximum door opening angle is 115°
- LED light column and LED freezer lighting
- BioFresh drawers with adjustable humidity

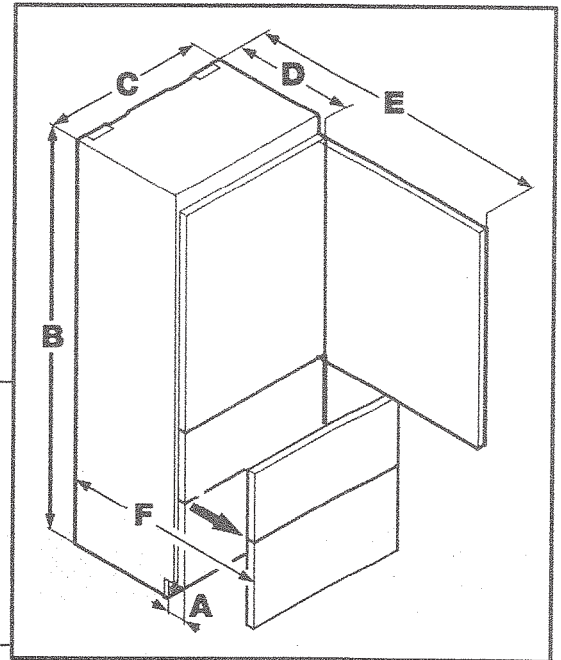


The location of the electrical outlet can be within a radius of 80 inch from the appliance top center.

IMPORTANT
 Factory available stainless steel panels are designed for an inset installation only and require a cabinet / gable depth of 24 - 3/4".

Opening Dimensions

Inset Panel Install Dimension 'D'	Overlay Panel Install Dimension 'D'
24-3/4"	24"



Unit Dimensions

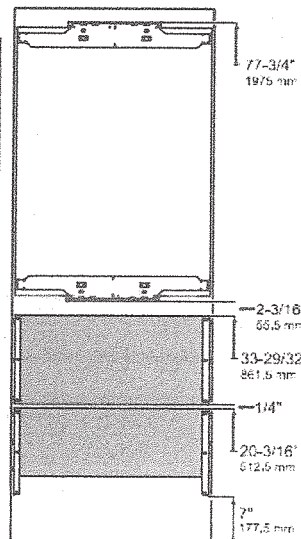
- A. 3" (76 mm)
- B. 79-13/16" (2027 mm)
- C. 29-7/8" (757 mm)
- D. 24" (610 mm)
- E. 55-1/4" (1403 mm)
- F. 37-1/8" (943 mm)

Front Clearance

↑ This type of dimension line indicates the height measured from the floor.

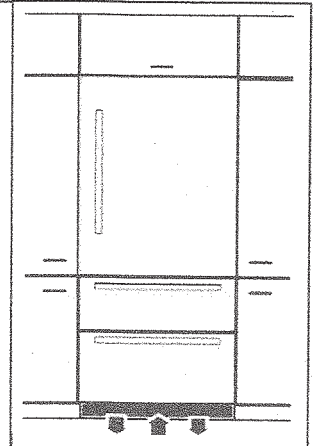
IMPORTANT

Do not install the electrical outlet behind the appliance as it may interfere with pushing the unit fully back into position.



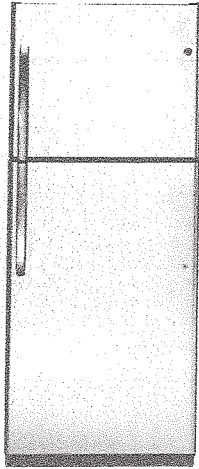
Ventilation Requirements

HC and HCB appliances do not require ventilation considerations in the cabinetry. The required airflow is directed through the plinth area. It is important to use the provided cover grille for the ventilation opening. This opening must not be covered with a cabinet base.



GE® ENERGY STAR® 18.0 Cu. Ft. Top-Freezer Refrigerator

Model#: GTZ18IBESS



- Stainless steel exterior - Adds elegance to any kitchen decor
- Adjustable glass shelves - A variety of shelf configurations provide additional options for food storage
- Upfront temperature controls - Easy-to-use controls regulate both fresh food and freezer sections
- Clear crisper drawers - Transparent drawers make finding your favorite items quick and easy
- Gallon door bins - Deep bins handle large containers in the door for more fresh food space
- Snack drawer - Conveniently stores favorite foods and allows for quick, easy access
- Wire freezer shelves - Sturdy shelves provide additional storage for frozen foods
- Never Clean condenser - Sealed compartment keeps coils clean and simplifies maintenance

FEATURES

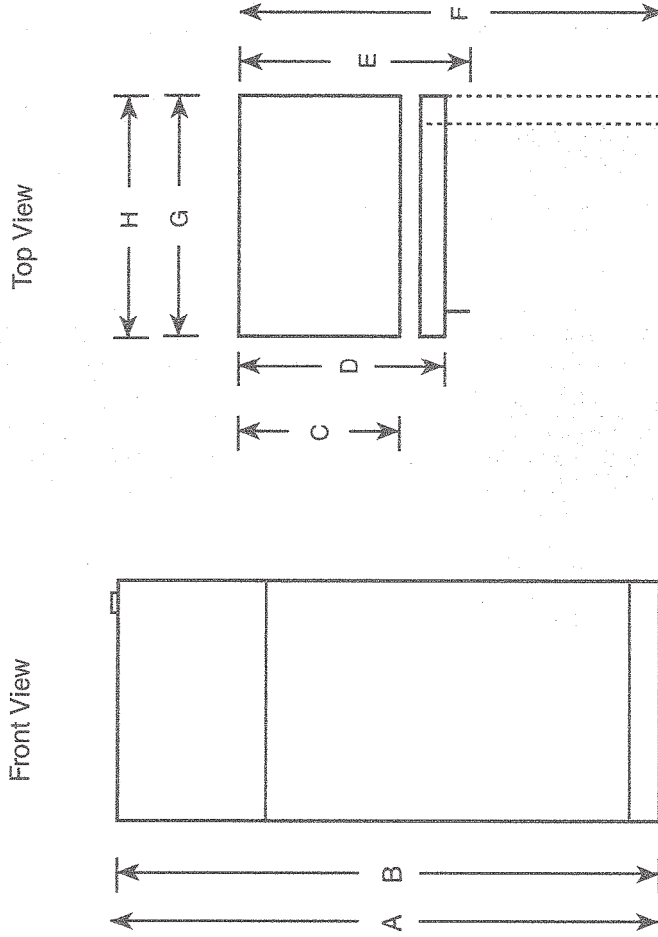
Temperature Management Features	Air Tower
Defrost Type	Frost Free
Control Type	Upfront Temperature Controls
Icemaker	Optional (IM4A Ready)
Fresh Food Cabinet Shelves	3 Total Glass 3 Adjustable 2 Split 1 Full-Width
Fresh Food Door Shelves	3 Total 3 with Gallon Storage 1 Split
Fresh Food Cabinet Drawers	3 Total 2 Clear 1 Snack Drawer
Fresh Food Door Features	Dairy Compartment
Fresh Food Features	Interior Lighting - Dual Level
Freezer Cabinet Shelves	1 Total Wire 1 Step Shelf
Freezer Door Bins	2 Total Fixed
Freezer Features	1 Ice Tray Spill Proof Freezer Floor
Exterior Style	Free-Standing
Leveling System	2 Point Front Adjustable
Performance Features	Easily Removable Door Gaskets Never Clean Condenser

GTZ181BE

GE® 18.0 Cu. Ft. Top-Freezer Refrigerator

Dimensions and Installation Information (in inches)

Overall Dimensions	Height to top of hinge (in.) A	66-5/8
	Height to top of case (in.) B	66-1/8
	Case depth without door (in.) C	27-1/2
	Case depth less door handle (in.) D	30-1/4
	Case depth with door handle (in.) E	32-1/8
	Depth with fresh food door open 90° (in.) F	58-1/8
	Width (in.) G	29-1/2
	Width with door open 90° inc. door handle (in.) H	32
Air Clearances	Each side (in.)	1/8
	Top (in.)	1
	Back (in.)	2



For answers to your Monogram® Cafe™ Series, Profile™ Series or GE® appliance questions, visit our website at geappliances.com or call GE Answer Center® service, 800.626.2000.



imagination at work



Listed by
Underwriters
Laboratories



Specification Created 2/13
310325

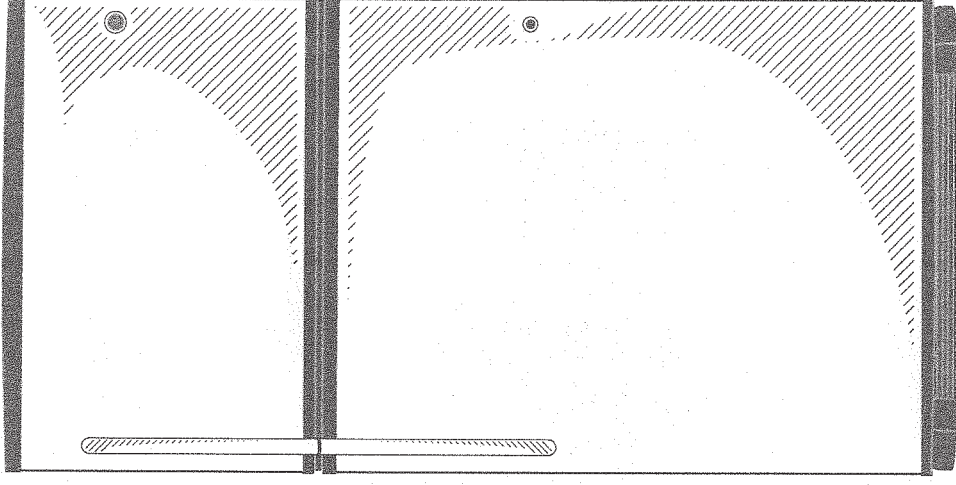
GTZ18IBE GE® 18.0 Cu. Ft. Top-Freezer Refrigerator

Features and Benefits

- Stainless steel exterior - Adds elegance to any kitchen décor
- Adjustable glass shelves - A variety of shelf configurations provide additional options for food storage
- Upfront temperature controls - Easy-to-use controls regulate both fresh food and freezer sections
- Clear crisper drawers - Transparent drawers make finding your favorite items quick and easy
- Gallon door bins - Deep bins handle large containers in the door for more fresh food space
- Snack drawer - Conveniently stores favorite foods and allows for quick, easy access
- Wire freezer shelves - Sturdy shelves provide additional storage for frozen foods
- Never Clean condenser - Sealed compartment keeps coils clean and simplifies maintenance
- Model GTZ18IBESS - Stainless steel



imagination at work

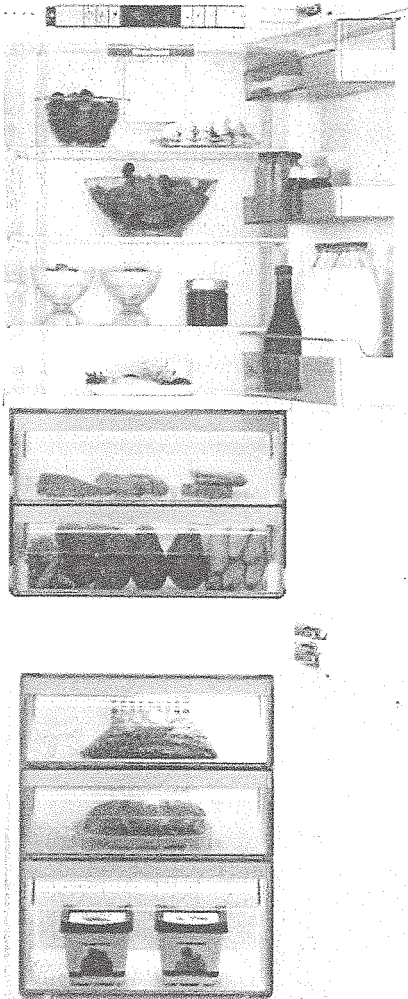


REFRIGERATOR bottom mount

21 15/16" W x 21 3/16" D x 70" T

Integrated — 22" W — 10.5 cu. ft. capacity

BRFB1050FFBI



- Integrated design
- Frost Free
- Antibacterial Interior
- 3 Glass Shelves
- 2 Clear Crisper Drawers
- White LED Interior Lighting
- Electronic controls
- 42 dBA Silent Operation



2014

Blomberg

seit 1883

Features

- Dual Evaporator Design prevents flavor share between refrigerator and freezer compartments
- hygION Antibacterial Silver Interior Coating helps keep food safer and fresher
- 2014 Energy Star certification guarantees reduced costs and energy consumption

Warranty

- 1 Year Parts & Labor
- 2 Years Parts
- 5 Years on Compressor

www.BlombergAppliances.com

For answers to your Blomberg appliance questions contact...

**EASTERN
MARKETING**
Distributors of Luxury Appliances

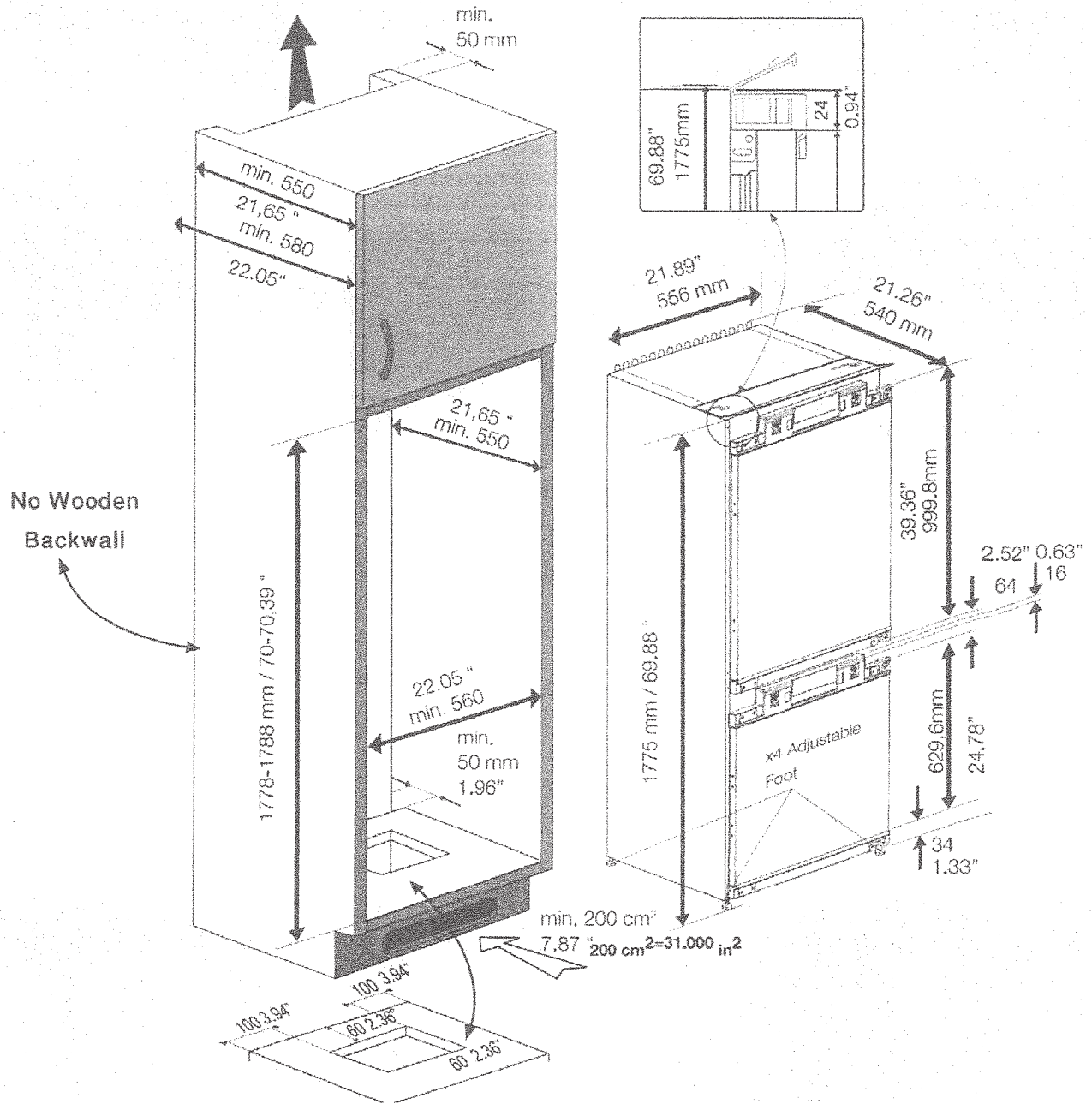
P: (973) 403-8900

www.EasternMarketing.com

Model	Finish	MAP
BRFB1050FFBI	Stainless Steel	\$1665

Blomberg BRFB1050FFBI

21 15/16" W x 21 3/16" D x 70" T



1.5 Amps required

Blomberg
seit 1883

EASTERN MARKETING
Distributors of Luxury Appliances

EXHIBIT I

Durst Green Policy Advisory Group

Energy Working Group

Report of Consensus

Introduction:

It is assumed that the overarching goal driving the push for greater energy efficiency in buildings is the desire to reduce CO₂ emissions.

Current practice (LEED) entails performing an energy model of the as-designed building, and comparing its energy cost against a “budget building” in accordance with Appendix G of ASHRAE 90.1 (currently 2007). Appendix G was created to resolve issues with the Energy Cost Budget Method of 90.1, which tended to give questionable results, and ignored end-use (non-regulated) loads such as plug-loads. LEED criteria are determined based on targeted percentage improvement over the current (or one revision behind) code, making it difficult to compare successive buildings.

Appendix G still uses cost as its basis, and the use of cost leads to design decisions that may not result in lower energy consumption, and thus, lower CO₂ emissions.

Recommendation:

After discussion (described below), the working group makes the following recommendation:

Energy Performance of new buildings (Residential and Commercial) will be designed as follows:

An Energy Performance Target will be established for each project. The target will be a percentage improvement of Whole Building¹ Source CO₂ emissions of the As-Designed Building over of a building with identical usage and floor area designed in accordance with an invariant baseline, recommended to be ASHRAE 90.1-2004² (The Budget Building).

Source CO₂ emissions will be calculated using Whole Building EUI as determined by energy modeling, and calculated using Egrid Emissions Factors Published by US EPA (currently 2005 factors, as may be updated from time-to-time). Factors to be used will be “marginal”, using the Egrid “Non-Base Load” factors for utility peak hours (8 AM-10 PM Monday through Friday) and Egrid “Base Load” factors for all other times.³

Whole Building loads will be normalized based “best practice” estimates of non-regulated parameters based on the following factors:

- Sqft/pp
- Hours of operation
- IT equipment density
- Other factors related to tenancy as experience may suggest

Next Steps:

Viridian and Buro Happold have provided pricing to update models for TNS, OBP, and 10 E 102nd to determine the design energy performance of the buildings relative to the new standard recommended above. Reviewing how these buildings perform against their LEED rated performance will help us to set reasonable targets for CO₂ reductions moving forward.

Don Winston- Chair
Scott Frank
Dan Nall
Steven Baumgartner
Lorey Flick
Adam Hinge
Adrian Tuluca
Phil Skalaski
Mike Donnolo
Scott Ceasar
Mark MacCracken

¹ The working group began by discussing whether models should reflect whole building consumption or “regulated energy” only. Consensus was reached that whole building energy should be used, as use of regulated loads only is not representative of the goals of sustainability.

² The “invariant baseline” was suggested because the current system periodically updates the baseline upon which the improvement is calculated, making it impossible to determine what the improvement is from project-to-project. ASHRAE 90.1-2004 as the baseline was selected in order to include buildings already in operation (OBP, The Epic) as examples, and so that the portfolio can be analyzed in a consistent basis.

³ Questions arose as to how to arrive at whole building energy use for modeling. Consensus was to apply normalization factors, based on experience and type of building/tenant.

Office buildings will be relatively straight forward to normalize, given our portfolio diversity and the amount of data we have. Normalization factors are as shown.

Some members suggested that perhaps an absolute Energy Utilization Intensity (EUI, expressed in kBtu/SqFt-Yr) target be considered. This was ruled out quickly as not accounting for high intensity tenants

MEMORANDUM

From: Zach Gallagher, PE, LEED AP

To: Durst Management

Topic: Durst Green Policy: Water Update

Date: May 15, 2012

The purpose of this memorandum is to provide a water group update to Durst Management on the New Durst Sustainability Initiative.

I. Water Group Members (5):

Zach Gallagher (Chair), Ed Clerico, Phil Skalaski, Alexander Durst, Adrian Enache

II. Initial Group Charge:

“Establish discipline specific sustainability goals. Wherever possible, refer to quantifiable measurements traceable to third party (ASHRAE, ANSI, ASTM) Government, or global standards.”

III. Documentation prepared for review by the Water Group

- a. **Attachment A:** “1205 Water Conservation and Reuse Guideline Summary” – circulated to Durst Management electronically
- b. Includes: (Tab 1) – A list of Green Building Rating Systems, Initiative and the Water related Goals/Summary. (Tab 2) – USGBC Water Credit summary details comparing 2009 to 2012. (Tab 3) – University related water initiatives. (Tab 4) – International Standards. (Tab 5) – US State Summary. (Tab 6) – EPA WaterSense Specs (Tab 7) – ASME

IV. Initial Recommendations & Next Steps/Actions (see Attachment B below for discussion items driving these recommendations):

- a. Establish a Durst portfolio water balance and water economics baseline for existing projects. Use this baseline in addition to LEED in the establishment of water criteria/goals for future projects.
- b. Recognize the water conservation and reuse economy of scale impacts to the Triple Bottom Line (TBL) business case in the establishment of Durst water criteria/goals segmenting building, site, multiple building and neighborhood aspects to the greatest degree possible.
 - i. Example: 30% water use reduction from baseline for buildings less than X SF and 50-75% reduction for buildings greater than X SF where X is dependent on the type of use (Residential, Commercial, Institutional), ability to work with local surrounding property owners and the associated water/wastewater flow projections/demands.
 - ii. All criteria to be derived based on the above (water use, stormwater, wastewater, etc)
- c. Conduct early stage (SD level) life cycle water conservation and reuse feasibility assessments for all new developments to ensure the Durst business case is maintained from a TBL standpoint. The SF/Flow criteria metric should be updated over time to reflect water/wastewater/stormwater cost increases, technology advancements and additions/changes to incentives.

Attachment B: Discussion Points for Initial Recommendations & Next Steps

- I. Current Global/Local Water Picture & Drivers (See **Attachment C, .ppt**)
 - a. Global: Many communities worldwide are approaching, or have already reached, the limits of their available water supplies. Water demand exceeds sustainable supply and the current practices of diversion, consumption, use and disposal are depletive and destructive.
 - b. Local Drivers:
 - i. Diminishing water supply and the need for infrastructure repair (Delaware Aqueduct)
 - ii. Wastewater management systems unable to meet demands and environmental protection standards (Combined Sewer Overflows)
 - iii. Stormwater management needs growing as water quality protection standards advance (pilot program for NYC stormwater based fees)
 - iv. Increasing cost of water/wastewater (>10% per year) and Water Reuse Incentives (Comprehensive Water Reuse Program – CWRP)
- II. LEED Discussion Points
 - a. Water has not raised to a high enough level and does not receive enough credit through the LEED rating system. Living Building Challenge currently provides the highest standards to achieve.
 - b. LEED baseline and water use projections tend to under estimate actual use
 - c. There is a lack of economic basis for the point distribution.
 - d. LEED is beginning to initiate a more comprehensive review (ie, there has been a lack of cooling/process water focus which appears to be improving with LEED 2012).
- III. Business Case Discussion Points
 - a. Water conservation/reuse has a challenging business case due to the historically low cost of water.
 - b. Water/Wastewater cost increases and projections along with proposed stormwater fees and water reuse incentives are improving the business case.
 - c. Economic value is needed with a Triple Bottom Line (TBL) life cycle assessment for each project recognizing economy of scale impacts.
- IV. Other
 - a. Priority is to set criteria/goals based on existing codes/regulations/standards
 - b. Secondary objective should be to advocate change to be able to implement more sustainable practices. For example:
 - i. Usage based baseline to more appropriately size systems
 - ii. Use of fire risers for reuse distribution piping within existing buildings and for future developments.

Durst Organization Green Policy: Indoor Environmental Quality (IEQ) Advisory Group Recommendations

May 23, 2012

Establishing the Need for a Fresh Approach to IEQ

Of all the categories under discussion, Indoor Environmental Quality is the most subjective, based on individual perception. Unlike the other categories, whose goals can be directly related to numeric benchmarks (i.e. energy use intensity, carbon footprint as carbon dioxide equivalent, reduced water use, etc.) IEQ's goal is attainment of satisfaction or comfort in the building. Regulatory benchmarks relating to health and code compliance are derivative signals satisfaction and attempts made to measure satisfaction through surveys are often unreliable because of confounding variables and difficulty in obtaining representative polling.

Therefore we have decided to accept the evasive and fickle nature of occupant satisfaction in order to develop recommendations which to the greatest extent possible focus directly on the eye, ear, nose and throat, and individuals' perceptions of light, sound, smell, and temperature in a building, and respecting the concept of biophilia.

Overview

The group concluded that the goal of the Indoor Environmental Quality part of the overall policy should be optimization of the experience of the individuals while they are in the Durst buildings. In general terms this means:

1. Establish a Durst Organization specific set of baseline best practices for IEQ performance to guide design of new buildings and evaluate the existing portfolio.
2. Adapt best practices for the specific purposes and operational realities of each building recognizing the tradeoffs/synergies with Energy and Materials. This is in juxtaposition to the LEED practice of unilateral maximization.
3. Consider strategies appropriate to static versus dynamic control, for example:
 - a. Static factors require some degree of minimum performance regardless of occupant satisfaction or do not lend themselves readily to direct and real-time individual input (e.g. ventilation rate, sound attenuation). Static factors by definition are designed into a building or pre-prescribed into its control. Where practical the means to re-evaluate and reset performance at regular intervals should be facilitated such as decreasing ventilation to match actual occupancy conditions.

- b. Dynamic factors vary with the users – e.g., differences in perceptions of thermal comfort, lighting, drafts, etc. To meet expectations, Durst could avoid anticipating needs and pre-prescribing solutions based on abstract design assumptions, and instead, offer real-time, direct control to foster a sense of controlling one's own destiny. A common example is task lighting.

Finding new and innovative ways to convert static strategies for IEQ into dynamic ones with direct user input should be the overall direction for improving occupant satisfaction.

4. There may be value in working with ASHRAE to improve their Performance Measurement Protocols for indoor environmental quality. Unfortunately its current form relies primarily on occupant surveys for IEQ and where testing protocols are provided the results are in a binary good/no-good format. PMP may be useful as an affirmation of baseline IEQ performance, but it is our recommendation that Durst continue to focus on innovative and creative approaches to directly address occupant satisfaction through flexible transfer of control, and more operationally realistic design strategies.

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Baseline Best Practices

1. Thermal Comfort

Component	Standard or Guideline
Air temperature Mean radiant temperature Air currents	<ul style="list-style-type: none"> • ASHRAE 55 with special attention to localized comfort/microenvironments, e.g., warm/cool radiant surfaces (glass curtain wall) or thermal gradients/drafts (diffuser selection) • Minimize/mitigate stack effect to prevent 'wind-tunnel' effect in lobbies
Zoning Controllability	<ul style="list-style-type: none"> • OBP 49th floor

2. Indoor Air Quality

Component	Standard or Guideline
Ventilation	<ul style="list-style-type: none"> • ASHRAE 62.1 minimum acceptable rates of ventilation per occupant (as required by code), select HVAC systems to reduce energy impact of ventilation, consider advanced ventilation strategies such as ASHRAE 62.1 IAQ procedure, demand-controlled ventilation, energy recovery ventilation, dedicated outdoor air systems, natural or mixed-mode ventilation. • Consider IAQ method at least during operational re-evaluations to throttle back ventilation rates (Refer to Table B-2 of ASHRAE 62.1 for Contaminant levels of interest)
Pollutant source control	<ul style="list-style-type: none"> • MERV 13 Final Filtration at central air units (to reduce fine particles) • Schedule and manage construction and tenant uses to protect indoor air quality (e.g., preserve cleanliness of ductwork and plenums) and control moisture in building assembly, HVAC system, and envelope. Vent combustion equipment and other point sources. • Minimize infiltration: maintain positive building pressurization and design hi-rises with stack effect in mind
Odor Control	<ul style="list-style-type: none"> • Conduct Quality Control evaluation of walls, envelope, etc. using mock-ups and building airtightness testing. • Define zone-to-zone pressure relationships. • Maintain building pressurization; positive pressure composite balance for all buildings • Minimize/mitigate stack effect (exhaust fan VFDs, CAR dampers, vestibules, bulkheads, etc.) • Prevent re-entrainment of building effluents including exhausts, plumbing FAIs, etc. • Position outdoor air intakes to avoid outdoor air contaminants

3. Lighting

Component	Standard or Guideline
Daylight/Electric Light Levels and Balance	<ul style="list-style-type: none">• Provide electric lighting similar to those described in ASHRAE PMP Table 3-9 and Table D-5• Supplement and integrate with daylight where possible• Provide means for occupant to adjust lighting and balance with natural light as is appropriate for the programmatic use of the zone
Connection to Nature	<ul style="list-style-type: none">• Provide views to outside where practical• Create visual interests by way of lighting variety, natural light 'beams', selection of colors, etc.
Glare	<ul style="list-style-type: none">• Minimize glare using criteria of ASHRAE PMP Table 3-9 as a guideline

4. Noise

Component	Standard or Guideline
Overall Noise Level	<ul style="list-style-type: none">• ASHRAE PMP Table 9-1
From MEP systems	<ul style="list-style-type: none">• Consider ASHRAE Applications 2011 Chapter 48
Noise from exterior	<ul style="list-style-type: none">• NYC's City Environmental Quality Regulations Chapter 19 especially Table 19-2 for exposure guidelines and Table 19-3 for attenuation requirements
Noise from within room(e.g. reverberation)	<ul style="list-style-type: none">• Where relevant consider ANSI Standard S12.60-2002, Acoustical Performance Criteria

Examples of Optimizing IEQ Beyond Baseline Best Practices

Thermal Comfort versus Energy Efficiency and Dead-band

Current Industry Practice - Room temperature control systems have set point dead bands typically manipulated from the operator's computer terminal. These dead bands should be wide to meet code and to improve energy efficiency. However, operational realities result in tightening of dead-bands to reduce service calls.

Better Practice – Allow occupants control of the dead band and give them the tools to understand the energy/sustainability implications of their control decisions. A simple slider is available, on a wall mounted temperature sensor or thermostat. Sliding the bar to allow for wider swings in temperature brings an image of a forest, while sliding the bar towards tighter control brings an image of a cement plant. The dead band adjustment limits are fixed by the system to prevent operational problems and are no more flexible than what would have been available to them from a conventional hot- or cold-call to a building engineer. It is our belief that current technology is available to implement this strategy both in a new construction and retro-fit application. Furthermore it seems plausible that networking technology could be used to gather valuable data on the effectiveness to shift occupant behavior and even to setup a competitive environment where social pressure magnifies the individual's motivation to drive towards wider dead bands.

Make Building Automation seem less like HAL 9000

Current Industry Practice - IEQ control systems for thermal comfort and lighting are automated by-way-of wall temperature sensors or thermostats, occupancy motion sensors, light level sensors with presets, etc. This is convenient, but impersonal.

Better Practice - Push the boundaries of technology to give occupants a better sense of integration with building automation by using 'opt-in' strategies. For example, smart phone apps might be used to:

- Provide input to temperature and lighting automation systems as the individual approaches the building or room.
- Where multiple offices are on a single temperature zone, facilitate a direct polling of thermal comfort to achieve democratically derived adjustment of set point. There will always be disagreement between occupants in the same zone, but it only seems logical to remove the building engineer from the debate and a 'voting' strategy seems to be in the spirit of ASHRAE 55.
- Implement 'opt-in' strategies for aggressively setting back prescribed criteria. For example, an individual who is accustomed to day lit conditions will not be subject to 30 foot-candle lighting.

Avoid the Tendency to Over Ventilate

Current Industry Practice – The ASHRAE 62.1 ventilation rate procedure is commonly used for ventilation system design, but it may result in over-ventilation, with energy cost, and without clear evidence of gains in occupant satisfaction.

Better Practice - Select HVAC systems to reduce energy impact of ventilation, consider advanced ventilation strategies such as ASHRAE 62.1 IAQ procedure, demand-controlled ventilation, energy recovery ventilation, dedicated outdoor air systems, natural or mixed-mode ventilation.

The Durst Organization | Sustainability Policy

Materials Strategy and Goals

19 November 2012

Sustainability Policy Intent: To design, build, and manage the most sustainable solution for the business case.

Building Material Sustainability: Optimized material stewardship that best meets the enduring social and economic needs of our built environment while rendering minimized negative impact on, or even enhancing, present and future human and environmental health.

MATERIALS GOALS, RECOMMENDED:

Preamble to Materials Goals: The following goals are listed temporally, as they require focus throughout the life of a building. Depending upon building-specific conditions and material applications at hand, material goal priorities should shift dynamically in relation to one another and to those of energy, water, and IEQ focus.

Yet, as a Builder, and long-term Manager and Owner, The Durst Organization operates with a far longer vision than many others and this distinguishing factor provides a static basis underlying and informing all goals. The long-term vision of The Durst Organization requires we weight some material considerations more heavily, namely durability and health, and we share and formalize our learnings to empower consistent improvements leading to innovation and beneficial market transformation for all work as we progress.

PREDESIGN

- 01. Educate Design and Construction Team early and continuously as needed on sustainable material values and resources.**

DESIGN

- 02. Seek high-functioning alternatives to products with chemical compound exposures believed to be detrimental to human and environmental health, as classified by Regulatory Groups.**
Standards: Health Product Declaration Open Standard: www.hpdcollaborative.org; C2C Certification, Gold or higher; EU REACH Regulation; Green Seal Standard GS-11
Resources: Environmental Working Group, *Body Burden* (July 2005): <http://www.ewg.org/research/body-burden-pollution-newborns>; Pharos Chemical and Building Material Library: www.pharosproject.net; Perkins + Will Precautionary List: www.transparency.perkinswill.com; Green Screen: www.cleanproduction.org/Greenscreen.php; GreenSpec Directory: www.greenspec.buildinggreen.com; EPA Red List; Living Building Challenge Red List
- 03. Study appropriate durability and adaptability of materials and systems in relation to that of building as a whole; incorporate into project documents.**
Standards: Master Painter's Institute (MPI) Green Performance Standards (GPS); CSA S478-95 (R2007), *Guidelines for Durability in Buildings*; ISO 15686-1:2011, *Buildings and Constructed Assets- Service Life Planning*
Resources: Athena Institute, *Service Life Considerations: An Exploratory Study* (April 2006)
- 04. Understand ongoing operation/maintenance implications to any decision.**
- 05. Prioritize and incentivize product and process transparency from Manufacturers.**
Standards: Health Product Declaration Open Standard; Environmental Product Declarations created to ISO 14000 and 21930 Standards; ULE ISR 100 (for GWB)
Resources: Pharos; Perkins + Will Precautionary List; GreenSpec
- 06. Prioritize third-party testing and verification of both low VOC content and low emissions of VOCs, chemicals of concern, and SVOCs to clearly demonstrate minimized short-term and long-term product impacts.**
Standards: C2C; CDPH Section 01350; Greenguard IAQ and Greenguard Children and Schools Standards; MPI GPS + GS-11 (paints); CARB ATCM for ULEF (wood); NSF-332 (flooring); NSF-140 + CRI Green Label Plus (carpet); BIFMA Level 2,3 + Oeko-Tex 100 (furniture); ULE ISR 100 (GWB); SCAQMD 1113 + 1168 (as needed for coatings and adhesives)
Resources: Pharos; GreenSpec

The Durst Organization | Sustainability Policy

Materials Strategy and Goals

19 November 2012

- 07. Utilize nimble building modeling feedback early to optimize 1) Structural Material Efficiency, minimizing energy, carbon, and material waste impacts, and 2) thermally sound, energy efficient envelope design to reduce necessary heating, cooling, and lighting loads.**

Resources: University of Bath & BSRIA: *Inventory of Carbon and Energy* (ICE), v 2.0; World Steel Association LCI data; DOE 2.2 w/ eQuest interface (envelope optimization); Daysim and Radiance (daylight analysis); Window 6 and Therm (thermal model accuracy); Grasshopper platform for Parametric modeling of geometry and materials to inform carbon efficiency and building performance.

- 08. Optimize material conservation in design; seek opportunities for structure as finish, and prioritize materials with Extended Producer Responsibility (EPR) enabling reclamation after useful life.**

Resources: www.sierraclub.org/committees/zerowaste/producerresponsibility/index.asp

- 09. Extract natural resources such as timber sustainably.**

Standards: Forest Stewardship Council (FSC) Principles and Criteria

Resources: FSC certificate database: <http://info.fsc.org>

- 10. Source materials appropriately, prioritizing regional manufacture to grow local economy, reduce transport and associated carbon, and encourage place-based connections. Review options with NYIRN.**

Resources: www.MadeInNYC.org

- 11. Introduce real and simulated biophilic elements into buildings to reduce stress and improve health, productivity, and learning.**

Resources: Terrapin Bright Green, *The Economics of Biophilia* (May, 2012):

<http://terrapinbrightgreen.com/ideas/ideaindepth.php?ideaaid=9j94FtOuFz8FPWhXU4d7>

- 12. Commission, develop, complete Division I sustainability specifications pre-CD phase to best inform material selection within all divisions.**

CONSTRUCTION

- 13. Emphasize long-term value of durability and health alongside short-term cost and schedule impacts in construction purchasing decisions, when schedule and first costs tend to rule.**

- 14. Innovate via building construction techniques to reduce designed material usage.** E.g., concrete core-first construction, or potential post-tensioning of concrete.

- 15. Limit onsite emissions via preference for factory finish over on-site application of floor finish, and through utilization of mechanical fasteners in lieu of adhesive where possible and sensible.**

- 16. Minimize construction debris such as non-reusable, non-recyclable, and non-biodegradable material packaging, where this will not jeopardize material integrity in transport.**

- 17. Maximize recycling of construction debris, prioritize closed-loop recycling over down-cycling. Establish dedicated separation/hauling of absorbent materials such as gypsum.**

- 18. Mock-up new products and formulations to vet performance concerns.**

- 19. Reduce construction material impacts via directly addressing trailer/field office fit-outs, temporary wood, site cleaning supplies, site lighting, and electronic documents in project sustainability requirements.**

OPERATIONS

- 20. Inventory Durst portfolio to understand how materials and assemblies fare with time, and how they could be improved.** What materials need frequent replacement, maintenance?

- 21. Create and continuously optimize all consumable and durable goods conservation and collection plans, including those for organics/food, electronics, and textiles.**

The Durst Organization | Sustainability Policy

Materials Strategy and Goals

19 November 2012

END OF LIFE

22. Assess what makes buildings demolition-ready: area redevelopment, viable service life, failure to adapt?

Standards: Athena Institute, *Service Life Considerations: An Exploratory Study* (April 2006)

23. Plan for deconstruction.

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EXHIBIT J

LIVE GREATER>

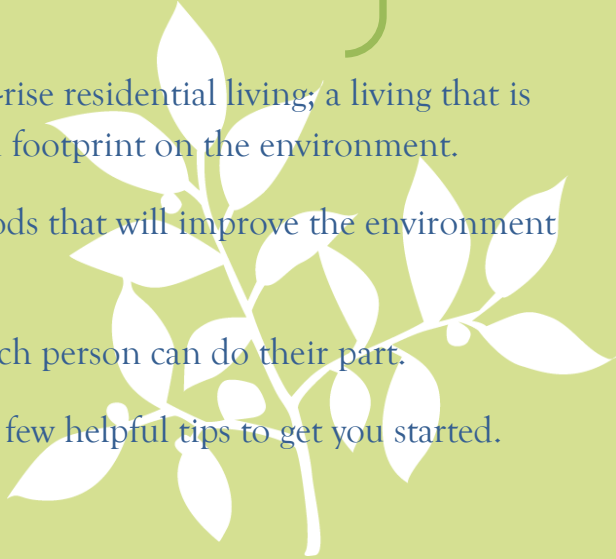
LIVE GREEN

Durst Fetner Residential sets out to create a new standard for hi-rise residential living; a living that is environmentally responsible focused on leaving a smaller carbon footprint on the environment.

To accomplish our goal we continually strive to introduce methods that will improve the environment and the quality of life for our residents.

We'd like to invite you to join us, change can begin at home! Each person can do their part.

It doesn't take a lot to make a BIG difference. We've provided a few helpful tips to get you started.

- 
- Replace your light bulbs with Energy Saver light bulbs or three-way bulbs
 - Turn your computer off or use sleep-mode when not in use; screen savers use electricity
 - Unplug phone chargers when away from home
 - Unplug your cell phone or IPOD when charged. They use electricity when they aren't charging
 - Sign up for On-Line Bill Pay or paperless billing when offered
 - Recycle your plastics, paper and other materials
 - Carry re-usable bags when you go shopping. Some stores offer a discount off your purchase
 - Program your HVAC heating/cooling timer to activate when you are home
 - Take public transportation, car pool or use Ride Amigo to get around the city
 - Use a green dry cleaner or laundry service
 - Cool hot foods before refrigerating, it takes your fridge extra energy to do what air does free
 - Purchase items made from recycled materials
 - Clean the lint trap in the dryer frequently to increase efficiency and limit energy use
 - Use your appliances during off-peak hours
 - Shut off all the lights when you leave a room
 - Use daylight to light a room whenever possible
 - Visit www.coned.com for energy alternatives

Visit our resident website for additional ideas on how to Live Greater>Live Green.