



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**And**  
**RECKSON, A DIVISION OF SL GREEN REALTY CORP.**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to formally create a mutually beneficial working relationship between the United States Environmental Protection Agency (EPA) and Reckson a division of SL Green Realty Corp. (Reckson).

**II. Background**

The mission of the Environmental Protection Agency (EPA) is to protect human health and the environment. EPA works to develop and enforce regulations that implement environmental laws enacted by Congress. The Agency works through its headquarters and regional offices partnering with over 10,000 industries, businesses, non-profit organizations, and state and local governments, on over 40 voluntary pollution prevention programs and energy conservation efforts. EPA advances efforts to develop an environmentally conscious and responsible public, and to inspire personal responsibility in caring for the environment.

Reckson has informed EPA that it is one of the largest commercial real estate owners and operators within the greater New York City suburban area. Comprised of 32 properties, primarily throughout Westchester County, Fairfield County, and New Jersey, Reckson is responsible for over 4.5 million square feet of Class A Commercial office space, with its tenants ranging from small businesses to Fortune 500 companies.

Reckson recognizes the significant impact of the commercial real estate sector on the environment, which accounts for 39% of energy use, 12% of total water consumption, 68% of total electricity consumption, and 38% of carbon dioxide emissions. By implementing sustainable processes, along with comprehensive evaluation and measurement of its operating practices, Reckson has and will continue to reduce its energy consumption, waste production, water usage, environmental impacts, and overall carbon footprint across its operations.

Beginning in 2007, Reckson launched its award winning sustainability program that focuses on a broad platform of initiatives. Some of Reckson's most noteworthy accomplishments include:

- Expansion of its construction recycling program to include carpet, and ceiling tile in addition to scrap metal. Since 2007, Reckson has recycled over 800,000 square feet of combined material, diverting over 310 tons of debris from landfills.
- Installation of an on-site renewable solar energy system consisting of 100kw photovoltaic solar panels at 500 West Putnam Avenue in Greenwich, Connecticut.
- Conducting approximately \$3M in energy efficiency lighting and mechanical retrofit programs throughout the portfolio, which targets interior, common, and garage area lighting/heating/cooling systems. This program saves approximately \$1M annually, capitalizing on \$1.5M in utility and state incentive programs to provide an average project payback of 1.75 years.
- Recipient of U.S. EPA Energy Star Label award at six different properties.

Additionally, Reckson aims to promote environmental performance in the conduct of its business activities, and to proactively engage its Tenants in addressing the efficient use of energy, water and materials and reducing of greenhouse gas emissions.

### **III. Memorandum of Understanding (MOU) Commitments**

The Parties recognize the importance of collaboration in addressing environmental issues in the commercial real estate sector. Consequently, the Parties hereby establish a working relationship. Under this MOU, Reckson undertakes commitments to implement environmental best practices in Reckson corporate offices and in properties under management, to the extent that individual Tenants agree to participate. Reckson's commitments include, but are not limited to the following:

#### **A. Energy Management and the EPA ENERGY STAR Program**

##### Energy Usage and Carbon Footprint Reduction

With regards to energy and carbon footprint reduction, Reckson will give consideration to the energy efficiency of the core & shell as indicated by an ENERGY STAR rating, and to whether the core & shell (interior and exterior) has achieved certification under a recognized green building rating system such as or similar to Leadership in Energy and Environmental Design (LEED).

Under the MOU, Reckson will continue to partner with the EPA ENERGY STAR Program and promote energy efficiency by implementing environmental best practices, including:

- Lighting management strategies such as the use of energy efficient lighting, motion sensors, and turning off lights when spaces are not in use.

- Plug load reduction of office equipment, such as enabling power save mode on office equipment, and shutting down equipment during non-working hours.
- For sustainable purchasing, see section C “Waste Minimization, Recycling, Purchasing Recycled Products and the EPA WasteWise Program”

Improving operational energy efficiency at Reckson managed properties is a key component of Reckson’s facility and property management service offering. Reckson strives to improve Energy Star scores through identification of energy conservation opportunities, and implementation of building upgrades.

Reckson will complete the Energy Star Benchmarking Process on its entire managed portfolio by March 2011. As a result of the current benchmarking program, Reckson has received the Energy Star Label for six properties including:

- 360 Hamilton Avenue, White Plains, New York
- 140 Grand Street, White Plains, New York
- 500 Summit Lake Drive, Valhalla, New York
- 3 Reckson Executive Park, 1100 King Street, Rye Brook, New York
- 500 West Putnam Avenue, Greenwich, Connecticut
- 750 Washington Blvd., Stamford, Connecticut

Reckson’s energy assessment and reduction plans under this MOU currently include:

- Completing of benchmark energy performance ratings in all eligible properties under management using the EPA ENERGY STAR Portfolio Manager tool.
- Educating appropriate personnel involved in building operations to ensure that building equipment is efficiently maintained and utilized.
- Endorsing the Building Owners and Managers Association (BOMA) Seven Point Challenge, Reckson is committed to decreasing energy consumption across its managed portfolio.
- Reporting on energy consumption using the ENERGY STAR Portfolio Manager Program or in Reckson’s annual MOU updates.
- Continuing to promote at least a 10% energy reduction goal at each property.

Reckson recognizes the opportunities for high-performing buildings such as the EPA ENERGY STAR label and certification from the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED). In addition to its own efforts, Reckson encourages its Tenants to pursue recognition opportunities as well in lease agreements.

### Alternative Energy and Carbon Footprint Reduction

#### *Corporate Offices*

Reckson will evaluate opportunities, for selected offices, to purchase green power in the form of renewable energy certificates for a portion of the electricity use associated with occupation of its tenant space.

### *Managed Properties*

In addition to successful implementation of energy savings measures and achievement of increased efficiency, Reckson will continue to examine opportunities for alternative energy including:

- (1) On-site renewable energy generation, such as solar or wind power or other renewable sources; and
- (2) Off-site renewable energy purchases, such as green power produced from solar or wind, or other renewable sources.

## **B. Water Management**

### Water Conservation and WaterSense Products

Reckson recognizes that water-efficiency programs can result in savings in water sewer, and energy costs.

Reckson will initiate a pilot program in selected offices to assess the specifications of the standard fixtures. Where appropriate, RECKSON will encourage building management to install water efficient equipment such as EPA's WaterSense endorsed products.

Reckson will benchmark water usage in all eligible properties under management using the EPA ENERGY STAR Portfolio Manager tool.

In the renovation or upgrade of properties, Reckson will encourage the use of efficient plumbing fixtures (low flow, high efficiency and waterless) and, where appropriate, products recognized by the EPA WaterSense Program. In addition, the use of faucet aerators in sinks and adjustments to flush valves will be encouraged.

In order to further reduce water usage, Reckson will work with Tenants to implement best practices in building operations designed to improve efficiency and preventative maintenance programs.

Reckson will provide an estimate of water usage where such data is available using the ENERGY STAR Portfolio Manager Program or in Reckson's annual MOU updates.

## **C. Waste Minimization, Recycling, Purchasing Recycled Products and the EPA WasteWise Program**

Reckson recognizes that solid waste management programs can result in operational cost savings through reduced purchasing and disposal costs, while reducing greenhouse gases by conserving raw materials. Reckson will join EPA's Waste Wise Program as a Partner to continue its current program designed to reduce the solid waste stream and increase recycling practices and sustainable purchasing.

Currently, Reckson collects and recycles paper, cardboard, metal, plastic and electronics. Further, Reckson shall enhance current source separation and material recycling for which a new or emerging market exists, including but not limited to: paper, cardboard, news print, metal, glass, plastic containers and electronics.

#### *Corporate Offices*

As part of the WasteWise Program, Reckson will continue its current program to conduct an assessment of current waste reduction activities and to document sustainable purchases. Where feasible, applicable provisions of the Reckson Solid Waste and Sustainable Purchasing Policies developed for the managed properties and referenced in section D below will be implemented.

#### *Managed Properties*

Reckson will encourage its Tenants to participate in the WasteWise Program by assessing current waste reduction activities, documenting sustainable purchases and implementing best practices to reduce, reuse, recycle and manage waste effectively. The WasteWise Program complements Reckson's Solid Waste and Sustainable Purchasing Policies.

Under the WasteWise Program, Reckson will provide an annual estimate on the amount of waste reduction and recycling at selected properties, where such data is available. EPA and the WasteWise Program will provide assistance with data aggregation at the portfolio level.

### **D. Green Operations & Maintenance Practices**

#### Reckson Green Practice Policies

Under the MOU, Reckson will enhance the Operations Manuals by adding a new set of green practice policies outlining sustainable approaches to building operations. The policies cover pest management, construction, purchasing, cleaning, solid waste management and recycling, and control of environmental tobacco smoke. These green practice policies were developed using the LEED EB (Existing Building): Operations & Maintenance rating system as a reference framework. Policies will be implemented as appropriate and in consideration of Reckson's individual properties.

- **Solid Waste Management:**  
The Operations Manual promotes waste prevention strategies such as material reuse centers, paper reduction, electronic file transfer, storage, and education. The Operations Manual further provides direction on electronic waste recycling, recycling of standard and harder to recycle products including hazardous and organic waste streams.
- **Sustainable Purchasing:**  
The Operations Manual covers packaging, recycled content, sustainable purchasing of ongoing consumables (printing and copying paper, etc), durable goods (computers, monitors, copiers, printers, scanners, fax machines, refrigerators and other appliances), and energy efficient and reduced mercury content light bulbs.

- **Integrated Pest Management:**  
The Operations Manual outlines control strategies intended to reduce the need for chemical application and include: environmental, mechanical, organic and chemical controls. The policy sets out requirements for subcontractors who apply pesticides.
- **Green Cleaning:**  
The Operations Manual covers custodial cleaning contract specifications, program principles, general green cleaning solutions guidelines, cleaning and preventative measures to reduce dust, dirt and microbial growth, special treatment of carpets, janitorial training requirements, chemical storage guidelines, and cleaning equipment standards and specifications.
- **No Smoking:**  
The Operations Manual provides for non-smokers' preferences by avoiding conflict between smoking and non-smoking occupants. It includes guidelines for minimal exposure of indoor surfaces and systems to smoke.

#### Landscaping and EPA's GreenScapes Program

Reckson recognizes that environmentally beneficial landscaping practices can reduce waste, conserve water, reduce energy usage, and reduce the use of hazardous substances. The firm will consult EPA's GreenScapes Program Tip Sheets and encourage its clients to implement EPA GreenScapes Program landscaping practices.

Reckson will evaluate opportunities to incorporate environmental criteria. Reckson will encourage the GreenScapes Program by undertaking green landscaping activities designed to reduce potable water use and the production of waste, and to promote the reuse and recovery of products that might otherwise be disposed of (e.g., plastics, green trimmings, food waste).

#### Clean Construction USA

Reckson will follow EPA's Clean Construction USA Program to cooperatively promote and implement measures to effectively reduce emissions from vehicles and other internal combustion engines used in construction and operation of Reckson facilities, with a focus on diesel engine emission reductions. Clean construction equipment reduces pollution from conventional diesel fuel-powered construction vehicles and equipment by requiring the use of Ultra-Low Sulfur Diesel (ULSD) fuel and best available pollution control retrofit technologies. Reckson will strive to include the use of clean construction equipment and clean fuel use in its specifications for contractors working on future facility construction projects. Clean construction equipment includes retrofit technologies for construction vehicles such as Diesel Particulate Filters (DPFs). In combination with the use of cleaner ULSD fuel, this practice will greatly reduce construction vehicle emissions during construction.

Enhanced Idling Reduction - Enhanced idling reduction measures reduce fuel consumption and pollution by setting a reasonable time limit for idling and actively encouraging that this limit be followed. Reckson will implement idling reduction measures in its own fleet, and encourage its service vendors, contractors, and staff to do the same.

## **E. Projects Pursuing Leadership in Energy and Environmental Design (LEED) Certifications**

Reckson will evaluate opportunities to pursue a LEED certification (or equal rating system) for its properties.

Reckson will encourage its Tenants to incorporate green building standards in the design and construction of new buildings and tenant improvement projects using the LEED for Commercial Interiors rating systems.

## **F. Measurement and Reporting**

In addition to the reporting items associated with EPA Partnership Programs, Reckson will submit an annual status report to EPA starting one year after the mutual execution of this MOU. The report will include an update on the various activities identified herein. EPA will use this data to determine the environmental benefits associated with Reckson's "green" activities.

## **IV. Terms and Conditions**

This MOU is not a contractual or a financial obligation instrument. Nothing in this MOU shall obligate EPA or Reckson to expend appropriations or to enter into any contract or other obligations or be cited as the basis for the promise or transfer of funds. Collaboration under this MOU shall be in accordance with applicable statutes and regulations.

This MOU does not restrict EPA or Reckson from participating in similar activities or arrangements with other entities or Federal agencies (domestic or foreign).

Either Party may unilaterally withdraw at any time from this MOU by transmitting a signed writing to that effect to the other Party. By mutual agreement, which may be either formal or informal, the Parties may modify the list of intended activities set forth in Section III above, and/or determine the practical manner by which the goals, purposes and activities of this MOU will be accomplished. Modification to other written parts of this MOU must be made in writing and signed by both Parties or their designees.

Nothing in this MOU shall be construed to authorize or permit any violation of any Federal, State or local law, including, but not limited to, any environmental law administered and/or enforced by EPA.

Access to all documents generated pursuant to the activities set forth in this MOU that constitute agency records for purposes of the Freedom of Information Act ("FOIA"), 5 U.C.S. 552 shall be governed by the provisions of the FOIA.

Reckson agrees that it does not expect, nor will it ever seek to compel from EPA in any judicial forum, the payment of money, services or other thing of value from EPA based upon the terms of this MOU. The foregoing provision does not in any way affect any legal rights accruing to Reckson by virtue of any other law, contract and/or assistance agreement.

Reckson understands and acknowledges that, as an institution of the Federal Government, EPA has a duty to refrain from providing any commercial entity an exclusive privilege without receiving payment therefore and, as a consequence, that EPA's relationship with Reckson in no way affects, alters or otherwise constrains EPA's right to provide similar (or identical) services to, or establish similar (or identical) relationships with, any other entity.

Reckson understands that EPA's participation in this MOU does not constitute an endorsement, express or implied, of (a) any policy advocated by Reckson or (b) any goods or services purchased, offered or sold by Reckson or (c) any product or products solely by virtue of carrying the WaterSense or Energy Star label. Reckson agrees not to make statements to the public at workshops or meetings, in promotional literature, on its Web site, or through any other media that imply that EPA endorses Reckson or any service or product offered by Reckson. Reckson is free to publicize the existence of this MOU.

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by Reckson. Reckson hereby grants to EPA a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish the work(s) publicly, or to authorize others to do the same on its behalf.

This MOU does not authorize Reckson or the EPA to use the other's logo, trademark or other intellectual property without prior consultation with the other party except as otherwise provided herein. This MOU does not in any way bypass or alter the obligation of Reckson to meet any of the specified requirements and/or procedures associated with the individual partnership programs listed in the MOU.

The EPA enters into this MOU under the authority of Section 103 of the Clean Air Act, 42 U.S.C. §7403, Section 104 of the Clean Water Act, 33 U.S.C. §1254, and Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. §6981, Section 6604 of the Pollution Prevention Act, and Section 324A of the Energy Policy and Conservation Act, 42 U.S.C. §6294a, which provide EPA with authority to undertake cooperative efforts with private organizations to promote the coordination and acceleration of research, studies, training, and other efforts to prevent, reduce and eliminate pollution.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this MOU, against Reckson or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA and Reckson.

**V. Effective Date and Administration**

This MOU will become effective upon signature by the Regional Administrator of EPA Region 2 and the Senior Vice President/Senior Director – Suburban Division, of Reckson a division of SL Green Realty Corp. or their designees. It may be modified or amended by written agreement between both parties. This MOU will terminate at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the parties. It may be terminated at any time by either party upon the issuance of a written notice to the other party. The Parties will review annually the provisions of this MOU and its implementation.

Signed:

Reckson a division of SL Green Realty Corp. by:

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JUDITH A. ENCK  
Regional Administrator  
U.S. EPA Region 2

JOHN J. BARNES  
Sr. Vice President  
Sr. Director – Suburban Division  
Reckson a division of SL Green Realty Corp.

Date: \_\_\_\_\_

Date: \_\_\_\_\_