

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
	:
FAIRWAY GROUP HOLDINGS	:
CORP., et al.,	:
	:
Debtors.¹	:
-----X	

Chapter 11

Case No. 20-[_____] (___)

(Joint Administration Pending)

**MOTION OF DEBTORS REQUESTING
ENTRY OF AN ORDER (I) APPROVING DEBTORS'
PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT
TO UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES
FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR
FUTURE UTILITY SERVICES; AND (III) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICE**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Fairway Group Holdings Corp. (2788); Fairway Group Acquisition Company (2860); Fairway Bakery LLC (4129); Fairway Broadway LLC (8591); Fairway Chelsea LLC (0288); Fairway Construction Group, LLC (2741); Fairway Douglaston LLC (2650); Fairway East 86th Street LLC (3822); Fairway eCommerce LLC (3081); Fairway Georgetowne LLC (9609); Fairway Greenwich Street LLC (6422); Fairway Group Central Services LLC (7843); Fairway Group Plainview LLC (8643); Fairway Hudson Yards LLC (9331); Fairway Kips Bay LLC (0791); FN Store LLC (9240); Fairway Paramus LLC (3338); Fairway Pelham LLC (3119); Fairway Pelham Wines & Spirits LLC (3141); Fairway Red Hook LLC (8813); Fairway Stamford LLC (0738); Fairway Stamford Wines & Spirits LLC (3021); Fairway Staten Island LLC (1732); Fairway Uptown LLC (8719); Fairway Westbury LLC (6240); and Fairway Woodland Park LLC (9544). The location of the Debtors' corporate headquarters is 2284 12th Avenue, New York, New York 10027. Fairway Community Foundation Inc., a charitable organization, owned by Fairway Group Holdings Corp., is not a debtor in these proceedings.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Fairway Group Holdings Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

Background

1. On the date hereof (the “**Commencement Date**”), the Debtors each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. The Debtors commenced these chapter 11 cases with the support of an ad hoc group of Prepetition Lenders (the “**Ad Hoc Group**”) holding over 91% of all outstanding obligations of the Debtors under the Prepetition Credit Agreement (and in excess of 66.67% of each tranche of debt thereunder). On January 22, 2020, the Debtors executed a restructuring support agreement (the “**RSA**”) with members of the Ad Hoc Group, pursuant to which the members of the Ad Hoc Group agreed to support a chapter 11 plan. The Ad Hoc Group also supports the Debtors’ marketing and sale process for all or substantially all of their assets, and has committed to provide the Debtors with up to \$25 million of debtor-in-possession financing to finance these chapter 11 cases and the sale process.

4. Information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the declarations of Michael Nowlan and Abel Porter pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York, each sworn to on the date hereof (together, the "**First Day Declarations**"),² which have been filed with the Court contemporaneously herewith and are incorporated by reference herein.

Jurisdiction

5. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. By this Motion, pursuant to sections 105(a) and 366 of the Bankruptcy Code, the Debtors request entry of an order (i) approving the Debtors' proposed form of adequate assurance of payment to utility providers; (ii) establishing procedures for determining adequate assurance of payment for future utility services; (iii) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed in this Motion, except as otherwise agreed by the Debtors or ordered by the Court; (iv) prohibiting utility providers from altering or discontinuing utility service on account of outstanding prepetition invoices; and (v) granting related relief, each subject and junior to the claims, including adequate protection

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declarations.

claims, granted in connection with the Debtors' proposed debtor-in-possession financing, in connection with any interim and final orders with respect thereto (the "**DIP Orders**").

7. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the "**Proposed Order**").

The Debtors' Utilities

A. The Utility Providers

8. In the ordinary course of their businesses, the Debtors incur utility expenses, including electricity, natural gas, water, sewage, and telecommunications. Approximately 22 utility providers, in addition to those providing services to the Debtors through the landlord (collectively, the "**Utility Providers**"), provide utilities to the Debtors. A list of the Debtors' Utility Providers (the "**Utility Service List**") is attached hereto as **Exhibit B**.³

9. On average, the Debtors spend approximately \$810,000 each month on utility costs and estimate that, as of the Commencement Date, approximately \$1,600,000 worth of utility costs are outstanding.

10. Preserving utility services on an uninterrupted basis is essential to the Debtors' ongoing operations and strategic sales process. Indeed, any interruption in utility services—even for a brief period of time—would seriously disrupt the Debtors' ability to continue operations and service their customers. This disruption would adversely impact customer relationships and would result in a decline in the Debtors' revenues. It also would affect the value of inventory—particularly items like perishable goods and frozen food. Such a result could

³ The Debtors reserve the right to amend or supplement the Utility Service List to include any Utility Provider omitted. The inclusion of any entity on the Utility Service List is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve the right to contest any such characterization in the future.

seriously jeopardize the Debtors' sale efforts and, ultimately, creditor recoveries. Therefore, it is critical that utility services continue uninterrupted during these chapter 11 cases.

B. The Proposed Adequate Assurance

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in a timely manner. The Debtors expect that cash flows from operations and their debtor-in-possession financing (the "**DIP Financing**") will be sufficient to pay postpetition obligations related to their utility services in the ordinary course of business.

12. Furthermore, the Debtors propose to deposit into a segregated account (the "**Adequate Assurance Account**") a sum equal to the cost of two weeks' worth of the average utility cost for each Utility Provider (less any amounts already on deposit with any such Utility Provider that exceed outstanding prepetition amounts owed to such Utility Provider),⁴ based on the Debtors' average usage for the fiscal year ending 2019 (collectively, the "**Adequate Assurance Deposit**"). The Adequate Assurance Deposit may be increased or decreased by the Debtors if the Debtors terminate services with any of the Utility Providers, make other arrangements with certain Utility Providers for adequate assurance of payment, determine that an entity listed on the Utility Service List is not a utility company as defined by section 366 of the Bankruptcy Code, supplement the Utility Service List to include additional Utility Providers.⁵ As of the Commencement Date, the Debtors estimate the Adequate Assurance Deposit to total approximately \$192,000.

⁴ To the extent any deposits with any Utility Provider is in excess of two weeks' worth of the average utility cost, the Debtors reserve their right to demand such excess amounts.

⁵ The Debtors propose that the Adequate Assurance Deposit automatically, without further Court order, be available to the Debtors upon the earlier of (i) the Debtors' payment in full of all postpetition obligations due and owing to the applicable Utility Provider, (ii) the Debtors' termination of services with a Utility Provider, or (iii) the conclusion of these chapter 11 cases, if not applied earlier.

13. Although the Adequate Assurance Deposit will be placed into a single bank account, two weeks' worth of estimated utility costs will be separately allocated for, and available for, each Utility Provider, less any deposits currently on hand with the Utility Provider. Specifically, if the Debtors fail to pay a utility bill when due (including the passage of any cure period), the relevant Utility Provider shall provide notice of such default to the Debtors and the Adequate Assurance Notice Parties (as defined below). If within five (5) business days of the Debtors' receipt of such notice, the bill is not paid, the Utility Provider may file an application with the Court certifying that payment has not been made and requesting the amount due up to an aggregate maximum equal to the Adequate Assurance Deposit allocable to such Utility Provider.

14. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the DIP Financing, cash flow from operations and cash on hand demonstrate the Debtors' ability to pay for future utility services in the ordinary course of business (collectively, the "**Proposed Adequate Assurance**") and constitute sufficient adequate assurance to the Utility Providers.

C. The Proposed Adequate Assurance Procedures

15. If any Utility Provider believes it is entitled to additional adequate assurance based on individualized circumstances, it may follow the procedures described below and set forth in more detail on **Exhibit 1** annexed to the Proposed Order (the "**Adequate Assurance Procedures**"): ⁶

- a. The Debtors will fax, e-mail, serve by overnight mail, or otherwise expeditiously send a copy of this Motion and Proposed Order, which includes the proposed Adequate Assurance Procedures, to each Utility

⁶ To the extent that there are any discrepancies between this Motion and the Adequate Assurance Procedures as set forth on **Exhibit 1** to the Proposed Order, the Adequate Assurance Procedures control in all respects. Capitalized terms used but not otherwise defined in the following summary shall have the meanings ascribed to such terms in the Adequate Assurance Procedures set forth on **Exhibit 1**.

Provider within three (3) business days after entry of the Proposed Order by the Court.

- b. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within five (5) business days of entry of the Proposed Order granting this Motion; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.
- c. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors' payment in full of the postpetition obligations due and owing to the applicable Utility Provider, (b) the Debtors' termination of services from such Utility Provider, (c) upon Bankruptcy Court approval of a sale of the assets pursuant to which the Utility Provider provides services to a non-debtor third party, and (d) the conclusion of these chapter 11 cases, if not applied earlier.⁷
- d. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request for additional assurance (an "**Additional Assurance Request**") so that it is received by: (a) Fairway Holdings Group Corp., 2284 12th Avenue, New York, New York 10027 (Attn.: Nathalie Augustin, Esq.); (b) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn.: Sunny Singh, Esq., Paloma Van Groll, Esq., Mary Bischooping); (c) counsel to the Ad Hoc Group and proposed DIP Lenders, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: W. Austin Jowers, Esq., Michael Rupe, Esq., and Michael R. Handler, Esq.); (d) the Office of the United States Trustee for the Southern District of New York at 201 Varick Street, Suite 1006, New York, New York 10014 (Attn.: Greg Zipes, Esq. and Paul Schwartzberg, Esq.); and (e) the United States Attorney's Office for the Southern District of New York (collectively, the "**Adequate Assurance Notice Parties**"). The Additional Assurance Request must be sent to all of the above Adequate Assurance Notice Parties to be deemed valid.
- e. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors' payment history relevant to the affected account(s), including the amounts of any security deposits, and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

⁷ In the event that a Utility Provider has more than one account with the Debtors, then, upon termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned.

- f. Any Additional Assurance Request must be made and actually received by all of the Adequate Assurance Notice Parties listed above by no later than twenty (20) days after entry of the order granting this Motion by the Court. If a Utility Provider fails to file and serve a timely Additional Assurance Request, it shall be: (a) deemed to have received adequate assurance of payment “satisfactory” to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse service to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.
- g. Upon the Adequate Assurance Notice Parties’ receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) twenty (20) days from the receipt of such Additional Assurance Request and (b) thirty (30) days from entry of the order granting this Motion (the “**Resolution Period**”) to negotiate with such Utility Provider to resolve such Utility Provider’s Additional Assurance Request.
- h. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.
- i. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach a resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider shall be prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- k. Absent compliance with the procedures set forth in the Motion and this Order, the Debtors’ Utility Providers are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.

D. Subsequent Modifications

16. The Debtors have made an extensive and good-faith effort to identify all of their Utility Providers and include them on the Utility Service List. Nonetheless, to the extent that the Debtors subsequently identify additional Utility Providers, the Debtors seek authority, in their sole discretion, to amend the Utility Service List to add or remove any Utility Provider before or after entry of the order by the Court. The Debtors further request that the Court's order be deemed to apply to any such subsequently identified Utility Provider, regardless of when such Utility Provider is added to the Utility Service List. The Debtors will serve a copy of this Motion and order on any such Utility Provider subsequently added to the Utility Service List and deposit two weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts already on deposit with any such subsequently added Utility Provider that exceed outstanding prepetition amounts owed to such Utility Provider). Subsequently added Utility Providers shall have twenty (20) days from the date of service of the order to make an Adequate Assurance Request.

17. Any Utility Provider subsequently added to the Utility Service List that objects to the entry of the order must file an objection in accordance with the Bankruptcy Rules, the Local Rules and the Adequate Assurance Procedures.

18. The Debtors request that all Utility Providers, including Utility Providers subsequently added to the Utility Service List, be prohibited from altering, refusing or discontinuing utility services to the Debtors absent further order of the Court.

Relief Requested Should Be Granted

19. For the reasons set forth below, the Utility Providers will be adequately assured of payment for future services by the relief requested herein. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing

while providing utility companies with adequate assurance that the debtors would pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted* in 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 of the Bankruptcy Code protects debtors by prohibiting utilities from altering, refusing or discontinuing services to a debtor solely on account of unpaid prepetition amounts for a period of thirty (30) days after a chapter 11 filing. At the same time, section 366 protects utilities by permitting them to alter, refuse or discontinue service after thirty (30) days if the debtor has not furnished “adequate assurance” of payment in a form “satisfactory” to the utility.

20. Amendments to the Bankruptcy Code did not abrogate the bankruptcy court’s ability to determine the amount of adequate assurance necessary or change the fundamental requirement that assurance of payment simply must be “adequate.” Thus, while section 366(c) of the Bankruptcy Code limits the factors a court may consider when determining whether a debtor has provided adequate assurance of payment, it does not limit the court’s ability to determine the amount of payment necessary, if any, to provide adequate assurance. Section 366(c) of the Bankruptcy Code gives courts the same discretion in determining the amount of payment necessary for adequate assurance that they previously had. *Compare* 11 U.S.C. § 366(b) (2005) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.”) *with* 11 U.S.C. § 366(c)(3)(A) (2005) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”).

21. In addition, it is well established that section 366(b) of the Bankruptcy Code permits a court to find that no adequate assurance payment at all is necessary to provide a

utility with adequate assurance of payment. *See Va. Elec. & Power Co. v. Caldor Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security’ provided for under § 366(b), includes the power to require ‘no deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”); *see also In re Adelpia Bus. Sols.*, 280 B.R. 63, 82 (Bankr. S.D.N.Y. 2002) (“[T]he Second Circuit in *Caldor* rejected the notion of mandatory deposits in no uncertain terms. Given that, the Court does not believe that it can appropriately rely on contrary authority from outside the Second Circuit.”). This principle may be applicable in cases where the debtor has made prepetition deposits or prepayments for services that utility providers ultimately will render postpetition. *See* 11 U.S.C. § 366(c)(1)(A)(v) (recognizing a prepayment for postpetition services as adequate assurance). Accordingly, courts may exercise their discretion in determining the adequacy of assurance payments and even whether such payments are necessary at all.

22. Finally, section 366(c), only requires that a utility’s assurance of payment be “adequate.” Courts recognize that adequate assurance of performance does not constitute an absolute guarantee of a debtor’s ability to pay. *See, e.g., In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . ‘a Bankruptcy Court is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of non-payment for postpetition services.’”) (quoting *In re Adelpia Bus. Solutions, Inc.*, 280 B.R. at 80); *see also In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (section 366(b) “does not require an ‘absolute guarantee of payment’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co., v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997).

23. Courts also have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts should “focus ‘upon the need of the utility for assurance, and to require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Va. Elec. & Power Co.*, 117 F.3d at 650 (emphasis in original); *see also In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that utility deposits were not necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Accordingly, demands by a Utility Provider for a guarantee of payment should be refused when the Debtors’ specific circumstances already afford adequate assurance of payment.

24. Based upon the foregoing, the Debtors believe that most, if not all, of their Utility Providers have adequate assurance of payment even without the Adequate Assurance Deposit. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations for utility services in a timely manner. In addition, the Debtors’ reliance on utility services for the operation of their business and preservation of value of their assets provides them with a powerful incentive to stay current on their utility obligations. These factors, which the Court may consider when determining the amount of any adequate assurance payments, justify finding that the Debtors are not required to make any additional adequate assurance payments in these chapter 11 cases. In light of the foregoing, the Debtors respectfully submit that the Proposed Adequate Assurance is more than sufficient to assure the Utility Providers of future payment.

25. Absent the approval of the Adequate Assurance Procedures, Utility Providers could discontinue service, without warning, thirty (30) days from the Commencement

Date, if they claim they have not yet received a “satisfactory” adequate assurance payment. Under the Adequate Assurance Procedures, however, any Utility Provider that fails to file a timely Additional Assurance Request shall be deemed to consent to the Adequate Assurance Procedures and shall be bound by the Proposed Order. *See In re Syroco, Inc.*, 374 B.R. 60, 62 (Bankr. D.P.R. 2007) (a utility provider’s lack of objection, response or counter-demand after receiving notice of hearing on a utilities motion, notice of interim order and notice of final hearing constitutes tacit acceptance of the debtor’s proposed two-week cash deposit as adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code).

26. The Adequate Assurance Procedures are necessary for the Debtors to effectuate their chapter 11 strategy. If the Adequate Assurance Procedures are not approved, the Debtors likely will be confronted with and forced to address numerous requests by their Utility Providers at a critical point in their chapter 11 cases. Moreover, the Debtors could be blindsided by a Utility Provider unilaterally deciding—on or after the 30th day following the Commencement Date—that it is not adequately protected and, therefore, either will make an exorbitant demand for payment to continue service or discontinue providing service to the Debtors altogether. Such an outcome could seriously jeopardize the Debtors’ operations and ability to maximize recoveries to their stakeholders.

27. Under the circumstances of these cases, the Debtors believe that the establishment of a cash reserve in a bank account, in an amount that is substantial relative to the Debtors’ average usage for the fiscal year ending 2019, constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code. The Adequate Assurance Procedures also are consistent with procedures adopted in other recent chapter 11 cases, including in cases where the District Court affirmed a Bankruptcy Court for the Southern District of New York’s finding, over

the objection of utility providers, that adequate assurance provided substantially in the form of the Adequate Assurance Procedures satisfied the requirements of section 366 of the Bankruptcy Code. *See In re The Great Atl. & Pac. Co., Inc.*, 2011 WL 5546954, at *6 (S.D.N.Y. Nov. 14, 2011) (“The [bankruptcy] court weighed the evidence and did not clearly err in determining that, in light of the low risk of default given the DIP Facility, the utility providers were adequately assured payment through the [two-week] cash deposit.”); *see also In re The Great Atl. & Pac. Co., Inc.*, Case No. 15-23007 (Bankr. S.D.N.Y. Jul. 28, 2015) (ECF No. 203) (approving as adequate assurance separate deposits made into an interest-bearing, segregated account equal to the projected charge for approximately 14 days of utility service); *In re J & B Partners Mgmt., LLC*, Case No. 15-22017 (Bankr. S.D.N.Y. Jan. 21, 2015) (ECF No. 56) (approving the issuance of security deposits equal to two weeks of average utility consumption to each utility provider as adequate assurance of payment for postpetition utility services); *In re dELiA*s, Inc.*, Case No. 14-23678 (Bankr. S.D.N.Y. Dec. 24, 2014) (ECF No. 105) (approving as adequate assurance separate deposits made into an interest-bearing, segregated account equal to the projected charge for approximately 14 days of utility service); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. May 16, 2014) (ECF No. 0220) (same).

28. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105. Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession” to act as a fiduciary to “protect and preserve the estate, including an

operating business' going-concern value," on behalf of the debtor's creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 233 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."). The Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code and will ensure that the Debtors' utility services, which are essential to their operations, are continued without prejudicing the Utility Providers.

29. Based on the foregoing, the Debtors respectfully submit that the relief requested herein is necessary and appropriate, is in the best interest of the Debtors' estates, and should be granted in all respects.

Reservation of Rights

30. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Notice

31. Notice of this Motion has been provided to (i) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Greg Zipes, Esq. and Paul Schwartzberg, Esq.); (ii) the holders of the forty (40) largest unsecured claims against the Debtors (on a consolidated basis); (iii) counsel to the Ad Hoc Group and proposed DIP Lenders, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: W. Austin Jowers, Esq., Michael Rupe, Esq., Michael R. Handler, Esq.); (iv) counsel to Ankura Trust Company, LLC, as the Prepetition Agent under the Prepetition Credit Agreement, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Christian Fischer, Esq.); (v) the Internal Revenue Service; the United States Attorney's Office for the Southern District of New York; (vi) Citizens Bank, N.A., 437 Madison Avenue, 18th Floor, New York, NY 10022 (Attn: Jamie Salas); (vii) the Internal Revenue Service; (viii) the United States Attorney's Office for the Southern District of New York; and (ix) each of the Utility Providers identified on **Exhibit B** (collectively, the "**Notice Parties**"). The Debtors respectfully submit that no further notice is required.

32. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 23, 2020
New York, New York

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
FAIRWAY GROUP HOLDINGS	:
CORP., et al.,	: Case No. 20-[_____] (____)
	:
Debtors.¹	: (Jointly Administered)
-----X	

**ORDER (I) APPROVING DEBTORS' PROPOSED
FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY
PROVIDERS; (II) ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES; AND (III) PROHIBITING UTILITY PROVIDERS FROM
ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICE**

Upon the motion (the "**Motion**")², dated of January 23, 2020 Fairway Group Holdings Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "**Bankruptcy Code**"), for an order (i) approving the Debtors' proposed form of adequate assurance of payment for future utility services, (ii) establishing procedures for determining adequate assurance of payment for future utility services, (iii) determining that the Debtors are not required to provide any additional adequate assurance

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Fairway Group Holdings Corp. (2788); Fairway Group Acquisition Company (2860); Fairway Bakery LLC (4129); Fairway Broadway LLC (8591); Fairway Chelsea LLC (0288); Fairway Construction Group, LLC (2741); Fairway Douglaston LLC (2650); Fairway East 86th Street LLC (3822); Fairway eCommerce LLC (3081); Fairway Georgetowne LLC (9609); Fairway Greenwich Street LLC (6422); Fairway Group Central Services LLC (7843); Fairway Group Plainview LLC (8643); Fairway Hudson Yards LLC (9331); Fairway Kips Bay LLC (0791); FN Store LLC (9240); Fairway Paramus LLC (3338); Fairway Pelham LLC (3119); Fairway Pelham Wines & Spirits LLC (3141); Fairway Red Hook LLC (8813); Fairway Stamford LLC (0738); Fairway Stamford Wines & Spirits LLC (3021); Fairway Staten Island LLC (1732); Fairway Uptown LLC (8719); Fairway Westbury LLC (6240); and Fairway Woodland Park LLC (9544). The location of the Debtors' corporate headquarters is 2284 12th Avenue, New York, New York 10027. Fairway Community Foundation Inc., a charitable organization, owned by Fairway Group Holdings Corp., is not a debtor in these proceedings.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

beyond what is proposed in this Motion, except as otherwise agreed by the Debtors or ordered by the Court, and (iv) prohibiting utility providers from altering or discontinuing utility service on account of outstanding prepetition invoices, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Motion having been provided to the Notice Parties, and such notice having been adequate and appropriate under the circumstances, and it appearing that no other notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and upon the First Day Declarations, filed contemporaneously with the Motion, and the record of the Hearing; and upon all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. Absent compliance with the procedures set forth in the Motion and this

Order, the Debtors’ utility providers, including those providing services to the Debtors through the Landlord (the “**Utility Providers**”), are prohibited from altering, refusing or discontinuing service

on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.

3. As adequate assurance, the Debtors shall deposit \$192,000 (the “**Adequate Assurance Deposit**”) into a segregated, interest-bearing bank account (the “**Adequate Assurance Account**”), which shall be separately allocated for, and payable to, each Utility Provider in the amount set forth on **Exhibit B** to the Motion as to each Utility Provider or as otherwise agreed; provided that to the extent any Utility Provider receives any other value from the Debtors on account of adequate assurance, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.

4. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors’ payment in full of the postpetition obligations due and owing to the applicable Utility Provider, (b) the Debtors’ termination of services from such Utility Provider, (c) upon Bankruptcy Court approval of a sale of the assets pursuant to which the Utility Provider provides services to a non-debtor third party, and (d) the conclusion of these chapter 11 cases, if not applied earlier.

5. The Proposed Adequate Assurance constitutes sufficient adequate assurance to the Utility Providers.

6. The Proposed Adequate Assurance is hereby approved and is deemed adequate assurance of payment as the term is used in section 366 of the Bankruptcy Code

7. If the Debtors fail to pay a utility bill when due (including the passage of any cure period), the relevant Utility Provider shall provide notice of such default to the Debtors, and if within five (5) business days of such notice, the bill is not paid, the Utility Provider may file an application with the Court certifying that payment has not been made and requesting the amount

due up to an aggregate maximum equal to the Adequate Assurance Deposit allocable to such Utility Provider.

8. The Adequate Assurance Procedures, as set forth on **Exhibit 1** attached hereto, are hereby approved in their entirety.

9. The Adequate Assurance Deposit in conjunction with the debtor-in-possession financing (“**DIP Financing**”), cash flow from operations and cash on hand demonstrate the Debtors’ ability to pay for future utility services in the ordinary course of business (together, the “**Proposed Adequate Assurance**”) and constitute sufficient adequate assurance to the Utility Providers.

10. Any Utility Provider may make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.

11. Notwithstanding entry of this Order approving the Adequate Assurance Procedures, if there is an adverse change in the Debtors’ financial condition during these chapter 11 cases, any Utility Provider may file an application with the Court requesting additional adequate assurance of future payment; provided that pending resolution of such application, the relevant Utility Provider shall be prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on any material, adverse change in the Debtors’ financial condition.

12. The Debtors are authorized, in their sole discretion, to amend the utility service list attached as **Exhibit B** to the Motion (the “**Utility Service List**”) to add or delete any Utility Provider, and the Order shall apply to any Utility Provider that is subsequently added to the Utility Service List.

13. Any Utility Provider that fails to request additional assurance in accordance with the Adequate Assurance Procedures set forth on **Exhibit 1** attached hereto shall be deemed to consent to the Adequate Assurance Procedures and shall be bound by this Order.

14. Notwithstanding anything to the contrary contained herein, any payments made or to be made by the Debtors under this Order, and any authorization contained in this Order, shall be in compliance with, and shall be subject to the DIP Orders approving the Debtors' debtor-in-possession financing facilities and/or use of cash collateral, and the documentation in respect of any such postpetition debtor-in-possession financing facilities, including, without limitation, the Budget under, and as defined in, the DIP Orders.

15. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

16. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

17. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

18. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2020
New York, New York

THE UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Adequate Assurance Procedures

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
	:
FAIRWAY GROUP HOLDINGS	:
CORP., et al.,	:
	:
Debtors.¹	:
-----X	

Chapter 11

Case No. 20-____ (____)

(Jointly Administered)

ADEQUATE ASSURANCE PROCEDURES

On January 23, 2020 (the “**Commencement Date**”), Fairway Group Holdings Corp. and certain of its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed chapter 11 petitions commencing chapter 11 cases under title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). On the Commencement Date, the Debtors filed their Motion for Entry of Order Approving Debtor’s

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Fairway Group Holdings Corp. (2788); Fairway Group Acquisition Company (2860); Fairway Bakery LLC (4129); Fairway Broadway LLC (8591); Fairway Chelsea LLC (0288); Fairway Construction Group, LLC (2741); Fairway Douglaston LLC (2650); Fairway East 86th Street LLC (3822); Fairway eCommerce LLC (3081); Fairway Georgetowne LLC (9609); Fairway Greenwich Street LLC (6422); Fairway Group Central Services LLC (7843); Fairway Group Plainview LLC (8643); Fairway Hudson Yards LLC (9331); Fairway Kips Bay LLC (0791); FN Store LLC (9240); Fairway Paramus LLC (3338); Fairway Pelham LLC (3119); Fairway Pelham Wines & Spirits LLC (3141); Fairway Red Hook LLC (8813); Fairway Stamford LLC (0738); Fairway Stamford Wines & Spirits LLC (3021); Fairway Staten Island LLC (1732); Fairway Uptown LLC (8719); Fairway Westbury LLC (6240); and Fairway Woodland Park LLC (9544). The location of the Debtors’ corporate headquarters is 2284 12th Avenue, New York, New York 10027.

Proposed Form of Adequate Assurance of Payment to Utilities, Establishing Procedures for Resolving Objections by Utility Companies, and Prohibiting Utilities from Altering, Refusing, or Discontinuing Service (ECF No. []) (the “**Motion**”). On [•] the Bankruptcy Court entered an order granting the relief requested in the Motion (ECF No. [•]) (the “**Order**”), which is summarized herein.

Absent compliance with the procedures set forth in the Motion and this Order, the Debtors’ utility providers, including those providing services to the Debtors through the Landlord (the “Utility Providers”), are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.

A. Proposed Adequate Assurance

1. The Debtors will deposit approximately \$192,000 (the “**Adequate Assurance Deposit**”) into a segregated bank account (the “**Adequate Assurance Account**”). This amount represents a sum equal to the cost of two (2) weeks’ worth of the estimated aggregate monthly amount of utility services provided by all of the Utility Providers set forth on the Utility Service List, based on the Debtors’ average usage for the fiscal year ending 2019 (less any amounts on deposit with any Utility Providers that exceed outstanding prepetition amounts)²; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount. The amount allocated for, and payable to, each Utility Provider shall be equal to the amount set forth on **Exhibit B** as to each Utility Provider or as otherwise agreed.

² To the extent any deposits with any Utility Provider is in excess of two (2) weeks’ worth of the average utility cost, the Debtors reserve their right to demand such excess amounts.

B. Adequate Assurance Procedures

2. The Debtors will fax, e-mail, serve by overnight mail, or otherwise expeditiously send a copy of the Motion and the Order, which include the proposed Adequate Assurance Procedures, to each Utility Provider within three (3) business days after entry of the Order by the Bankruptcy Court.
3. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within five (5) business days of entry of the Proposed Order granting this Motion; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.
4. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors' payment in full of the postpetition obligations due and owing to the applicable Utility Provider, (b) the Debtors' termination of services from such Utility Provider, (c) upon Bankruptcy Court approval of a sale of the assets pursuant to which the Utility Provider provides services to a non-debtor third party, and (d) the conclusion of these chapter 11 cases, if not applied earlier.³
5. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request for additional assurance (an "**Additional Assurance Request**") so that it is received by the Debtors at the following addresses: (a) Fairway Holdings Group Corp., 2284 12th Avenue, New York, New York 10027 (Attn.: Nathalie Augustin, Esq.); (b) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn.: Sunny Singh, Esq.); (c) counsel to the Ad Hoc Group and proposed DIP Lenders, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: W. Austin Jowers, Esq., Michael Rupe, Esq., and Michael R. Handler, Esq.); (d) the Office of the United States Trustee for the Southern District of New York at 201 Varick Street, Suite 1006, New York, New York 10014 (Attn.: Greg Zipes, Esq. and Paul Schwartzberg, Esq.); and (e) the United States Attorney's Office for the Southern District of New York.
6. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits, and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

³ In the event that a Utility Provider has more than one account with the Debtors, then, upon termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned.

7. Any Additional Assurance Request must be made and actually received by all the Adequate Assurance Notice Parties listed above by no later than twenty (20) days after entry of the Order, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider. If a Utility Provider fails to file and serve a timely Additional Assurance Request, it shall be: (a) deemed to have received adequate assurance of payment satisfactory to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse service to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.
8. Upon the Adequate Assurance Notice Parties' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) twenty (20) days from the receipt of such Additional Assurance Request or (b) thirty (30) days from the date of entry of the Order (collectively, the "**Resolution Period**") to negotiate with such Utility Provider to resolve such Utility Provider's Additional Assurance Request, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider.
9. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Bankruptcy Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments or other forms of security, without further order of the Bankruptcy Court if the Debtors believe such additional assurance is reasonable.
10. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach a resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Bankruptcy Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "**Determination Hearing**") pursuant to section 366(c)(3) of the Bankruptcy Code.
11. **Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.**

C. Subsequent Modifications

12. The terms of the Order apply to any subsequently identified Utility Provider. For those Utility Providers that are subsequently added to **Exhibit B** to the Motion (the "**Utility Service List**"), the Debtors will serve a copy of the Order on such subsequently added Utility Provider and deposit two weeks' worth of estimated

utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such subsequently added Utility Provider that exceed outstanding prepetition amounts). Utility Providers subsequently added to the Utilities Service List shall have twenty (20) days from service of the Order to make an objection thereto.

Exhibit B

Utility Service List

Utility Provider	Notice Address	Account Number(s)	Account Type	Gross Adequate Assurance	Current Deposit	Net Adequate Assurance
Aquarion Water Company	200 Monroe Turnpike Monroe, CT 06468	200334143, 200334144	Water	\$666.00		\$666.00
Bandwave Systems	438 High Street Burlington, NJ 08016	BW-17576(Corp), BW-17586(DT), BW-17587(PA), BW-17575(WB), BW-17566(RH), BW-17564(GT), BW-17225(RH), BW-17230(DG), BW-17230(DT), BW-174874(CH), BW-17229(UES), BW-17562(PM), BW-17224(PV), BW-17747(ST), BW-17243(WP), BW-39073(WP), BW-39074(WB), BW-39077(ST)	Phone	\$5,200.00		\$5,200.00
Broadview Networks/ Windstream Enterprise	800 Westchester Ave. Rye Brook, NY 10573	646-548-AAAB 762	Phone	\$415.00		\$415.00
Con Edison	4 Irving Place New York, NY 10003	-5037-0488-0002-8, 44-1137-5425-0001-9, 44-1137-5410-0001-1, 44-5037-0488-0002-8, 47-4315-1030-0004-7, 47-4315-1025-0004-7, 61-1412-1592-5000-8, 61-1412-1595-0002-2, 61-1412-1595-0002-2, 61-1412-1645-0006-6, 52-2618-0239-4000-8, 49-4191-1153-0000-6, 23-3904-5678-3000-7, 41-3015-5218-0300-6, 43-4117-1681-0200-0, 43-4117-1669-0103-1, 43-4117-1681-0100-2, 43-4117-1681-0503-7, 69-6081-5300-0003-2, 65-5809-2204-4005-3, 47-4315-1000-0006-5, 47-4315-1016-0003-8, 47-4315-1018-0006-7, 47-4315-1023-0001-8, 31-4647-0642-0000-8, 31-4647-0644-0000-4, 31-4647-0643-0000-6	Electricity / Gas	\$170,553.00	\$148,205.00	\$22,348.00
EverSource	56 Prospect St Hartford, CT 06103-2818	51969967041, 57413867060	Electricity / Gas	\$21,731.00	\$35,235.00	-
Granite Telecommunications	100 Newport Avenue Ext Ste 1 Quincy, MA 02171-2126	3278166	Phone	\$6,945.00		\$6,945.00
National Grid	40 Sylvan Rd Waltham, MA 02451	04623-27000, 01920-75010, 01920-75040, 32333-36012	Gas	\$5,118.00	\$3,155.00	\$1,963.00
NYC Water Board	59-17 Junction Blvd Flushing, NY 11373	20001-24722-001, 50008-44923-001, 00001-47489-001, 80001-47491-001	Water	\$6,706.00		\$6,706.00
Orange & Rockland	One Blue Hill Plaza Pearl River, NY 10965	44231-56007	Electricity / Gas	\$15,435.00		\$15,435.00

Plainview Water District	10 Manetto Hill Rd Plainview, NY 11803	02-2312-41, 02-2312-60	Water	\$371.00		\$371.00
PSE&G	80, 80 Park Plaza Newark, NJ 07102	42-376-503-08, 42-378-002-02, 42-375-531-08	Electricity	\$31,961.00		\$31,961.00
PSE&G Long Island	90 Doctors Path Riverhead, NY 11901	0016-9006-64-0, 0016-9006-65- 7, 0636-8007-15-6	Electricity	\$49,591.00	\$9,112.00	\$40,479.00
Red Hook Green Power LLC	175 Van Dyke Street Suite 322A Brooklyn, NY 11231	Various	Electricity / Gas / Water	\$18,810.00		\$18,810.00
Roosevelt Field W.D.	1995 Prospect Avenue East Meadow, NY 11554	51114901	Water	\$306.00		\$306.00
Stamford WPCA	111 Harbor View Avenue Stamford, CT 06902	100236-1	Sewer	\$676.00		\$676.00
Summit Energy/ Schneider Electric	25716 Network Place Chicago, IL 60673- 1257	61-1211144	Energy Management Provider	\$2,575.00		\$2,575.00
Suez Water	461 From Rd #400 Paramus, NJ 07652	10004807233333	Water	\$2,381.00		\$2,381.00
SRFAX	201-5190 Dublin Way Nanaimo, BC V9T 0H2, Canada	80497	Phone	\$35.00		\$35.00
T-Mobile USA, Inc.	T-Mobile Customer Relations PO Box 37380, Albuquerque, NM 8716-7380	962886494	Phone	\$3,695.00		\$3,695.00
Verizon	140 West St New York, NY 10007	Various	Phone	\$1,229.00		\$1,229.00
Verizon Business	140 West St New York, NY 10007	Various	Phone	\$29,418.00		\$29,418.00
Verizon NJ	140 West St New York, NY 10007	000637638175	Phone	\$18.00		\$18.00
TOTAL:				\$373,836	\$195,707	\$ 191,633