



- RUSH -  
**County of Orange**  
**Contract Review Sheet**

Date Recv'd by Law: 6/7/13

Due Date for Contract:

Contract No. 2013-0813
Law Dept. Use Only

**GENERAL INFORMATION**

<b>Contract Start Date:</b> 6/1/2013	<b>Contract End Date:</b> 5/31/2014	<b>Department/Division/Board/Office:</b> Planning	<b>Purchasing Dept. No.:</b>
<b>Vendor/Consultant/Agency/Contractor/Grantor(ee)/Lessor(ee)/Licensor(ee)/etc.:</b> Energy Improvement Corporation, LDC			<b>Vendor Code:</b>
<b>Contract Synopsis: Energy Improvement Corporation Municipal Agreement</b>			
If a change order, list Contract No.(s) for original contract and previous change orders (e.g. 2010/0115) and enclose copies:			
<b>Lead/Negotiator for County:</b> David Church, Commissioner		<b>Lead/Negotiator for Vendor/Consultant/Grantee etc.:</b> Thomas Bregman, Program Director	
<b>Name and Phone for Department personnel able to answer questions about this contract:</b> David Church - 615-3840			

**CONTRACT TYPE**

**Procurement Contracts**

This procurement is authorized by Resolution No.49 of 2013 and is funded by  County funds OR  grant funds for which supporting documents are attached. Further information is at (grant website url):

Check Procurement Authorization used:

- SFL 162 Preferred Source
- GML 104 NYS OGS or GSA Schedule 70 Contract
- GML 103(3) Other Orange County Contract or any NYS County's Contract
- GML 103(4) Emergency Contract
- GML 103(5) Standardized Procurement
- GML 103(6) Surplus or Second-Hand Procurement (Federal Gov't or NYS polit. subdivs., districts or public benefit corps.)
- GML 103(8) Group Purchasing Organization Contract (Valley View, DOH Home Health Agency, Jail Infirmarary & OFA Nutrition programs only)
- GML 103(8-a) NYS Food Product Procurement
- GML 103(15) Pre-Qualified Bidders Procurement
- GML 103(16) Federal, Other State or non-NYS County, political subdivision or district contract
- OC Proc. Policy Pt. V. Professional Services (discretion of Dept Head if < \$5,000, best effort for 3 quotes if ≥ \$5,000 to \$34,999.99, RFP required for ≥ \$35,000)
- OC Proc. Policy Pt. VI. Sole Source Contract
- OC Proc. Policy Pt. VIII. Lease (Personal Property, e.g. equipment, not Real Property)
- Intermunicipal/State-Municipal/Interagency or similar agreement authorized by (cite authorizing statute, e.g. General Municipal Law Article 5-G or §§ 99-h, 99-r, 99-u,) Orange County Local Law No. 9 of 2013

RECEIVED  
JUN 23 2013

BY: .....

Determine the Countywide aggregate spend for this purchase AND for this Vendor prior to using the following Procurement Methods (check the method used below):

NIGP Code #: Reasonably expected Countywide aggregate spend in next 12 months: \$

- Discretion of Comm. of DGS for Purchase Contracts (goods) or Dept. Head for Public Works (services) ≤ \$4,999.99
- Written Quotes for Purchase Contracts ≥ \$5,001 to \$19,999.99 or Public Works ≥ \$5,001 to \$34,999.99
- Competitive Bid for Purchase Contracts ≥ \$20,000 or Public Works ≥ \$35,000

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JUL 10 2013

BY: .....

**Grant Contracts**

Grant Contract - Authorization for acceptance or disbursement of funding by County is in attached Res. No. of 20 for grant program (name)

RECEIVED  
JUL 10 2013

BY: .....

**Real Estate Contracts**

Applicable supporting documents (e.g. title search, mortgages, regulatory agreement, etc.) MUST be enclosed. Authorization for this transaction is in attached Res. No. of 20 and this transaction is  revenue OR funded by  County funds OR  grant funds for which supporting documents are attached. Further information is at (grant website url):



Vendor: Energy Improvement Corporation, LDC  
Start Date: 6/1/2013 End Date: 5/31/2014

Contract No. (Law/Risk use):  
20 13 - 0813

Synopsis (only if multiple contracts with same vendor at same time):

**Real Estate Contracts (con't)**

Check type and describe if "Other":  Regulatory Agreement  Lease  License  Easement  
 Other:

**Revenue Contracts:**

This contract generates revenue and is authorized by Resolution No. \_\_\_\_\_ of \_\_\_\_\_  
RFP issued?  YES (enclose, if full copy is not incorporated in contract)  NO

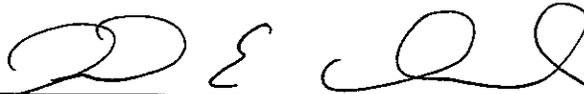
**BUDGET INFORMATION**

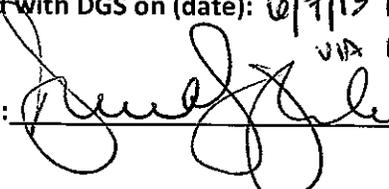
Current FY Contract Amount \$	Total Contract Amount \$	Requisition No.:	Purchase Order No.:
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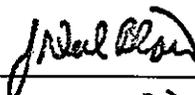
**DEPARTMENTAL APPROVALS**

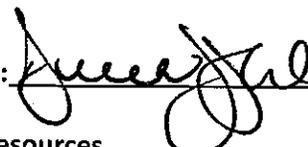
By signing below, the Department Head acknowledges that:

- he or she has read the enclosed documents;
- staff have researched the contracting party and determined they are a responsible vendor/contractor/consultant; and
- best efforts were made to perform this procurement in compliance with all applicable state and local procurement laws and policies and the procurement requirements of any state or federal grant program, if any, applicable to this transaction.

Department Head  
Signature:  Date: 6/6/13

Consulted with DGS on (date): 6/7/13 DGS Comments (n/a if none):  
VIA Emma J. Borkows  
Law  
Signature:  Date: 6/19/13

Budget  
Signature:  Date: 6/21/13

Risk  
Signature:  OK for Risk  
Curo. w/ M.M. Date: 6/24/13

Human Resources  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Explanatory Note from Department (only if absolutely necessary)

Vendor: Energy Improvement Corporation, LDC  
Start Date: 6/1/2013 End Date: 5/31/2014

Contract No. (Law/Risk use):  
20 13 - 0813

Synopsis (only if multiple contracts with same vendor at same time):

Contracts covering multiple departments:

**SUPPLEMENTAL BUDGET INFORMATION**

Amount for Department: Department:

\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$

Requisition No.:

Purchase Order No.:

**ENERGY IMPROVEMENT CORPORATION**  
**MUNICIPAL AGREEMENT**

This Agreement made as of this 3<sup>rd</sup> day of July, 2013 (the "Agreement"), by and between the County of Orange (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize New York Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have established by local law, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the Participating Municipality to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within such Participating Municipality, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law 9 on March 7, 2013, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and approve or disapprove such applications in accordance with underwriting procedures and requirements established by EIC.
- b) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financings to be approved pursuant to the requirements of the Program.
- c) Execute finance agreements (the “Finance Agreement”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”). Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC upon execution.
- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificate in accordance with the terms of the Finance Agreement and the Program.
- e) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when Municipal Taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
  - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
  - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be

identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);

- iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
  - iv. For each non-satisfied Benefited Property (including each newly approved Benefited Property):
    - a. the date of the Financing Agreement,
    - b. the notional amount of the financing,
    - c. the total principal balance and accrued interest outstanding,
    - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property (including the amount of accrued interest on the initial payment, if different);
  - v. the total annual payment due to EIC from all Benefited Properties in the Participating Municipality (which shall include principal and accrued interest), which shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to the Municipality as part of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
  - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) Create an account (the "EIC Trust Account") held by a trustee that will accept payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the "EIC Administrative Fee Account") to receive the transfer of those funds deposited within the EIC Trust Account that constitute payment of EIC administrative fees;
  - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
  - h) Upon EIC's receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Financing Agreement;

## 2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the due date of the municipal taxes, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Account in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure to deliver payments to EIC would be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

## 3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to

EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

- a) Failure of a Participating Municipality to deliver payments to EIC within thirty (30) days of when due shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If a Participating Municipality's bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality.

6. Reserve Funds and Permanent Loss

- (a) EIC shall maintain one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.
- (b) EIC reserves the right to refuse to make a financing to a property located within a Member Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the

Municipality to EIC **after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss")** . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

#### 7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion.

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

#### 8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

#### 9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

## 10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:  
Thomas Bregman  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Joseph Del Sindaco  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Attention: Tom Bregman  
Joseph Del Sindaco

E-mail: tom@energizeny.org  
Treasurer@energizeny.org

With a copy to:

James Staudt, Esq.  
McCullough, Goldberger & Staudt, LLP  
1311 Mamaroneck Avenue, Suite 340  
White Plains, N.Y. 10605  
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: County of Orange

David Church, Commissioner  
Orange County Planning Department  
124 Main Street  
Goshen, NY 10924  
E-mail: dchurch@orangecountygov.com

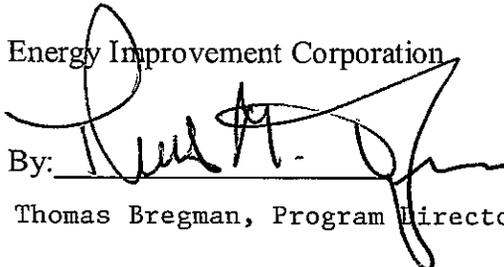
Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: July 3, 2013

Energy Improvement Corporation  
By:   
Thomas Bregman, Program Director

Date: June 24, 2013

Municipality  
By:   
Edward A. Diana  
County Executive

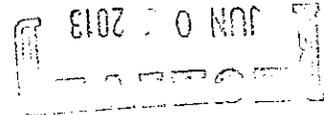
**LOCAL LAW NO. 9 OF 2013**

**A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM IN THE COUNTY OF ORANGE**

Be it enacted by the Legislature of the County of Orange as follows:

**Section 1.** This local law shall be known as the "Energize NY Benefit Financing Program," and shall read as follows:

**ARTICLE I**



**1. Legislative findings, intent and purpose, authority.**

- A. It is the policy of both the County of Orange and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The County of Orange finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This Local Law establishes a program that will allow the Energy Improvement Corporation ("EIC"), a local development corporation, acting on behalf of the County of Orange, to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this chapter and fulfilling an important public purpose.
- B. The County of Orange is authorized to implement this Energize NY Benefit Financing Program pursuant to Article 5-L of the New York General Municipal Law.
- C. This Local Law shall be known and may be cited as the "Energize NY Benefit Financing Program Law of the County of Orange".

**2. Definitions**

For purposes of this Local Law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

**Authority** – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the public authorities law, or its successor.

**County** – County of Orange, State of New York

**EIC** – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the County to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this chapter) and providing for repayment of such funds from monies collected by the County tax collector as a charge to be levied on the real property and collected in the same manner and same form as the County taxes.

**Energy Audit** – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

**Energy Efficiency Improvement** – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

**Qualified Property Owner** – An owner of residential or commercial real property located within the boundaries of the County that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this Local Law.

**Renewable Energy System** – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

**Renewable Energy System Feasibility Study** – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

### **3. Establishment of an Energize NY Benefit Financing Program**

- A. An Energize NY Benefit Financing Program is hereby established by the County, whereby EIC acting on its behalf, may provide funds to Qualified Property Owners in accordance with the procedures set forth under this Local Law, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.
- B. The funds provided shall not exceed the lesser of ten percent (10%) of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

### **4. Procedures for eligibility**

- A. Any property owner in the County (with the exception of the owners of property located in the cities of Newburgh, Port Jervis or Middletown) may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and on the Orange County Government website.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the County, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in subsection A of section 5 of

this Local Law. EIC may also request further information from the property owner where necessary to aid in its determination.

- C. If a positive determination on an application is made by EIC acting on behalf of the County, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this Local Law; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

#### **5. Application criteria**

- A. Upon the submission of an application, EIC acting on behalf of the County, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:
  - 1. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective by the Authority;
  - 2. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems will generate an estimated annual cost savings greater than the annual charge payments;
  - 3. Sufficient funds are available to provide to the property owner;
  - 4. The property owner is current in payments on any existing mortgage;
  - 5. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and
  - 6. Such additional criteria, not inconsistent with the criteria set forth above, as the County , or EIC acting on its behalf, may set from time to time.

#### **6. Opt-in, Energize Finance Agreement**

- A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an Energize Finance Agreement made by and between the Qualified Property Owner and EIC, acting on behalf of the County.
- B. Upon execution of the Energize Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of the County, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of section 7 of this Local Law have been met.
- C. The Energize Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this Local Law.

#### **7. Energy audit, renewable energy system feasibility study**

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.

- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

## 8. Terms and conditions of repayment

The Energize Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the County, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on their real property tax bill and shall be levied and collected at the same time and in the same manner as County taxes, provided that such charge shall be separately listed on the tax bill. The County shall make payment to EIC or its designee in the amount of all such separately listed charges within thirty (30) days of the County real property tax due date.
- B. The term of such repayment shall be determined at the time the Energize Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the County.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the County at the time the Energize Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

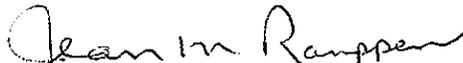
## 9. Verification and report

- A. EIC shall be responsible for verifying and reporting to the County on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such program.
- B. The County shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

STATE OF NEW YORK  
COUNTY OF ORANGE  
OFFICE OF THE CLERK OF  
THE COUNTY LEGISLATURE

THIS IS TO CERTIFY THAT I, Jean M. Rampen, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of Local Law with the original thereof now on file in my office and which was passed by the County Legislature of said County of Orange on the 7<sup>th</sup> day of March, 2013, 21 votes being in favor of said Local Law which was approved by the County Executive of the County of Orange on the 28<sup>th</sup> day of March, 2013, and that the same is a correct and true transcript of such original Local Law and the whole thereof.

*In Witness Whereof*, I have hereunto set my hand and the official seal of said County Legislature this 31st day of May, 2013.

  
CLERK OF THE COUNTY LEGISLATURE OF THE COUNTY OF ORANGE

# ORANGE COUNTY LEGISLATURE

**Committees:** Education and Economic Development; Rules, Enactments and Intergovernmental Relations

**Sponsors:** Buckbee, Benton, Hines, Amo

**Co-Sponsor:** Eachus, Turnbull, Paduch

**Agenda No. 23**

## RESOLUTION NO. 49 OF 2013

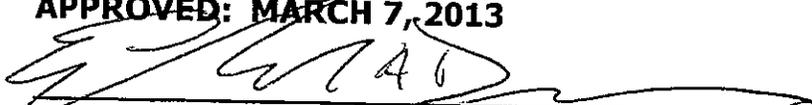
**RESOLUTION AUTHORIZING THE ORANGE COUNTY LEGISLATURE TO ADOPT THE ENERGIZE NY BENEFIT FINANCE LOCAL LAW ENABLING ORANGE COUNTY TO JOIN THE ENERGY IMPROVEMENT CORPORATION (EIC).**

**WHEREAS**, the County of Orange proposes to adopt the Energize NY Benefit Finance local law enabling Orange County to join the Energy Improvement Corporation (EIC) and enabling the provision of Energize NY Benefit Financing toward energy efficient and improvement projects for eligible properties.

**NOW, THEREFORE**, it is hereby

**RESOLVED**, that the Orange County Legislature hereby adopts the Energize NY Benefit Finance local law, enabling Orange County to join the Energy Improvement Corporation (EIC).

**APPROVED: MARCH 7, 2013**

  
**EDWARD A. DIANA, COUNTY EXECUTIVE**  
040

**STATE OF NEW YORK**  
**COUNTY OF ORANGE**

**THIS IS TO CERTIFY THAT I, JEAN M. RAMPPEN**, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 7th day of March, 2013, and that the same is a correct and true transcript of such original resolution and the whole thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the official seal of said County Legislature this 8th day of March, 2013.

  
Clerk of the County Legislature of the County of Orange

Thomas Bregman  
Program Director

**Energy Improvement Corporation, LDC**

James Liao  
Underwriting & Portfolio  
Administration

Joseph DelSindaco  
Treasurer & Managing  
Director of Commercial  
Programs



Heather Flourney  
Community Outreach

Robert Fischman  
Director of Commercial  
Programs

**ENERGIZE**  
NEW YORK

Elyssa Roth  
Outreach & Support

Kim Kowalski  
Secretary

June 4, 2013

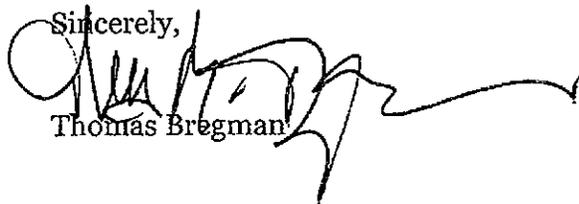
Derek J. Rolo  
Assistant County Attorney  
Orange County Dept. of Law  
15 Matthews Street, Suite 305  
Goshen, NY 10924

Dear Derek,

This is to confirm that under the terms of the proposed "Energy Improvement Corporation Municipal Agreement" ( the "Agreement" ) Orange County would have the right to declare at any time it is party to the Agreement that there shall be no further financings (other than those which have already been committed to) which Orange County would be required to collect or make payments in connection with.

EIC agrees that such declaration can be made under the terms of the Agreement in its current form without modification.

Sincerely,



Thomas Bregman

2013-0813

MEMORANDUM

TO: David Church, Director of Planning  
FROM: Derek Rolo, Assistant County Attorney  
DATE: June 11, 2013  
RE: Municipal Agreement – Energy Improvement Corporation

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David,

Enclosed please find an original letter from the EIC regarding the requested changes to the EIC Contract. This documents needs to be attached to the original contract. Please keep it with the original contract.

Give me a call if you have any questions or concerns.

Derek

