



**NY Green Bank**  
A Division of NYSERDA

# **NY Green Bank**

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Request for Information:  
Subordinated Debt Financing Arrangements  
For Renewable & Energy Efficiency Projects

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Commercial & Industrial Real Estate Property  
Owners

RFI No. 3320

Due Date for Response:  
July 29th, 2016  
by 5:00 p.m. EST

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# 1 Introduction

The purpose of this Request for Information (RFI) is to acquire information that will assist the New York Green Bank (“**NYGB**”) in developing a Request For Proposal (RFP) targeted at commercial and multifamily building owners, relevant lenders and investors, and clean energy contractors/service providers targeting such properties, who seek to finance the purchase of energy efficiency and/or renewable energy assets.

**NYGB**'s desire is that this RFI will open a dialogue with stakeholders from New York State's commercial and multi-family real estate community to better understand the barriers that the anticipated RFP might address.

**NYGB** will use the information received from this RFI to identify strategies, key issues, opportunities, current industry practices, and resources that may be useful in determining investment strategies. Stakeholders from New York State's commercial and multi-family real estate community, relevant lenders and investors, and clean energy contractors/service providers targeting such properties are encouraged to respond to this RFI in order that the RFP will meet the objectives and optimize market impact as outlined below.

There are generally three ways to access clean energy in the market place: (i) third-party owned leasing structures, (ii) third-party Power Purchase Agreement/Energy Services Agreement (PPA/ESA) structures, and (iii) direct ownership of assets.

The objective of the RFP is to offer a standardized financing approach to building owners who seek direct ownership of clean energy assets.

To optimize its impact on the market, the **NYGB** financing product/approach must:

- (i) provide a viable option for clean energy asset finance from the perspective of a meaningful number of building owners;
- (ii) an acceptable set of intercreditor provisions from the standpoint of mortgage holders;
- (iii) an efficient and streamlined solution from the standpoint of building owners, mortgage holders, equipment providers/contractors and other market participants; and
- (iv) a standardized documentation, underwriting and pricing approach that will meet the needs of private investors upon replication and the creation of meaningful scale via the **NYGB** financial product.

Real estate-related energy efficiency initiatives represent one of the largest proven untapped resources of energy efficiency in New York. However, in spite of the proven investment thesis, adoption remains slow. Similarly, commercial and multi-family properties often have siting potential for renewable projects. Many buildings have large flat rooftops which have the potential for accommodating rooftop solar, large ground areas and/or parking lots which might naturally prove good siting for ground-mounted solar projects, and/or natural electrical load profiles which lend themselves to energy storage solutions and/or alternative clean energy sources such as fuel cells, etc.

In certain cases, financing barriers result in slow adoption. To that end, **NYGB** intends to partner with property owners and their existing capital providers to create financing mechanisms that will enable the deployment of energy efficiency and/or renewable energy assets.

**NYGB** intends to structure the financing product such that upon scale, institutional investors will participate in the financings. Securitizations of subordinated real estate debt is common in the financial market with efficient bid/ask spreads. It is anticipated that the RFP will accelerate the deployment of clean energy assets in one of the largest, untapped markets, and provide a mechanism to efficiently introduce private capital by creating portfolio scale utilizing standardized terms, documentation and underwriting procedures.

**Response Submission:** Responses should be an electronic copy, clearly labeled and submitted to [Michael.Friedlander@Greenbank.NY.gov](mailto:Michael.Friedlander@Greenbank.NY.gov).

If you have technical questions concerning RFI 3320, contact Michael Friedlander at (212) 379-4102 or [Michael.Friedlander@Greenbank.NY.gov](mailto:Michael.Friedlander@Greenbank.NY.gov)

No communication intended to influence this RFI is permitted except by contacting Michael Friedlander at (212) 379-4102 or [Michael.Friedlander@Greenbank.NY.gov](mailto:Michael.Friedlander@Greenbank.NY.gov)

## 2 Proposed RFP

### 2.1 NY Green Bank Background

**NYGB** is a division of the New York State Energy Research and Development Authority (“**NYSERDA**”) and a \$1.0 billion state-sponsored specialized financial entity. **NYGB** is dedicated to partnering with the private sector to overcome current obstacles in clean energy financing markets, mobilize and leverage private capital, and accelerate the deployment of clean energy projects. **NYGB** offers various forms of debt and equity financial products, including credit enhancement, warehousing/aggregation (shorter-term) and asset loans and investments (longer-term). **NYGB** is a part of Governor Andrew M. Cuomo’s statewide plan to scale up clean energy, enhance New York State’s competitiveness for clean energy businesses, and make energy systems more resilient and reliable pursuant to the “Reforming the Energy Vision” (“**REV**”) strategy. This includes a number of ambitious goals for New York State, including having 50% of the State’s energy generation supplied from clean energy sources by 2030.

**NYGB** is committed to being market focused and market responsive. Private sector participants — including financial institutions and other third party capital providers, as well as developers, energy service companies (“**ESCOs**”), project and property owners/operators, equipment manufacturers, and others — work with **NYGB** to identify market barriers and financing gaps for otherwise economically and technically feasible projects. **NYGB**’s target clients and partners are entities that are experienced and achieving success in clean energy markets but whose ability to accelerate clean energy deployment is effectively limited by capital constraints for the type of projects being considered. **NYGB** works to structure its participation in investments to make viable transactions that would not otherwise be possible in current commercial markets. For more information, please see: [www.greenbank.ny.gov](http://www.greenbank.ny.gov).

### 2.2 Objectives of this RFP

As a matter of practice, there are generally three ways to access clean energy in the market place: (i) third-party owned leasing structures, (ii) third-party PPA/ESA structures, and (iii) direct ownership of assets. Property owners of Commercial & Industrial (C&I) real estate have the potential to enjoy the benefits of not only clean energy, but the tax incentives with direct ownership of the assets. This RFP offers a standardized approach to building owners who seek direct ownership.

Under situations where the existing mortgage holder is unwilling to increase debt levels but willing to providing consent to third-party subordinated mortgage, **NYGB** will offer financing for renewable energy & energy efficiency projects where C-PACE is not a viable alternative.

### 2.3 Eligibility Criteria

This Section 2.3 describes the minimum eligibility requirements that proposed transactions must meet in order to be considered by **NYGB**.

### 2.3.1 Eligible Investments

Clean energy measures using proven technologies such as:

- Solar photovoltaic (no minimum/maximum capacity)
- Solar thermal (no minimum/maximum capacity)
- Electric vehicle infrastructure (including charging stations)
- Fuel cells
- Combined Heat & Power
- Comprehensive efficiency improvements to new and existing facilities that save energy, including:
  - Industrial process efficiency improvements, including without limitation: data center, information technology, communications, water/wastewater, and similar end-use processes, facilities, buildings, and infrastructure
  - Lighting and control systems
  - Heating, ventilation and air conditioning systems
  - Building envelope
  - Energy management and/or control systems, including continuous commissioning
  - Occupant plug load management systems
- Load Reduction
  - Thermal and electric energy storage
  - Demand response programs

The principle criteria for a project to be eligible include:

- An improved appraised loan-to-value (LTV) no greater than 80%. Improved appraised value is the sum of the current appraisal plus the proposed project cost; the value of total outstanding indebtedness including **NYGB** financing cannot exceed 80% (80% LTV)
- Written consent of current mortgage holder to **NYGB** underwriting a subordinated mortgage;
- A current (less than 90 days old) appraisal completed by a New York Licensed Appraiser;
- A detailed implementation plan with all licenses, permits, studies, etc., issued by the requisite authority;
- Copies of all equipment purchase orders and/or contracts from constructors and general contractors and/or installers for the scope of work of the project.

### 2.3.2 Financing Arrangements

Construction-to-term first or second mortgage.

### 2.3.3 Eligible Proposers

Commercial & Industrial Real Estate Real Property Owners interested in implementing renewable and/or energy efficiency initiatives at their properties, or clean energy developers, contractors, ESCOs, and/or equipment providers on behalf of a Commercial & Industrial Real Estate Property Owner.

Proposers can apply on a standalone basis or as part of a team (a **"Proposal Team"**). A Proposal Team, for example, could consist of a clean energy developer, contractor or ESCO, lead equipment provider, and/or the property owner. Proposers should note that the identification of required Proposal Team constituents is necessary for consideration of Proposals. Proposal Teams should designate a lead organization.

Proposers must have, or partnered with entities having, directly relevant experience in the clean energy measures being submitted. The relevant technologies must be consistent with Section 2.3.1 (Eligible Investments).

### 2.3.4 Terms

See Attached Proposed Term Sheet.

## 3 Information Requested

**NYGB** seeks input from commercial and multifamily property owners, related investors and contractors, developers and ESCOs which answer the following questions:

- Does the proposed RFP address market barriers which are hindering the wide scale adoption of renewable energy/energy efficiency projects in commercial and multifamily properties?
- Under proposed Section 2.3 Eligibility Criteria, are the Eligible Investments, Financing Arrangements, Eligible Proposers, and Terms, proposed criteria sufficient to incentivize property owners to undertake renewable energy/energy efficiency projects?
- Are there gaps, or barriers which have not been addressed which, if addressed, would accelerate the wide scale adoption of renewable energy/energy efficiency projects in C&I properties?

Respondents should understand that any and all responses provided through this RFI will be treated as preliminary and non-binding. Respondents should provide clear distinction between proprietary and public information in their responses. Information submitted to **NYGB** that the respondent RFI 3320 wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure, as detailed in Section 5 General Conditions. **NYGB** does not intend to publish the respondents' individual responses.

## 4 Content Of Responses

Responses should not be excessively long or submitted in 'Hard Copy'. Each page of the response should state the name of the respondent, the RFI number, and the page number. Responses should adhere to the format outlined in the previous section.

Please respond to the information above and provide the name of your organization, its location, a contact person, phone number, and email address when replying to this RFI. A response does not bind, obligate, nor preclude the respondent to any current or future agreement of provision or procurement of services referenced.

## 5 General Conditions

Proprietary Information - Careful consideration should be given before confidential information is submitted to **NYGB** as part of your response. Review should include whether it is critical for evaluating a response, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information **NYGB** possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to **NYGB** that the respondent wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501. However, **NYGB** cannot guarantee the confidentiality of any information submitted.

Disclaimers - This RFI is not a contract offer, and does not commit **NYGB** to award a contract, pay any costs incurred in preparing a response, or to procure or contract for services or supplies. Respondents are encouraged to respond to this RFI; however, failure to submit a response will not impact a respondents' ability to respond to any future competitive solicitation process (if any) for projects. **NYGB** reserves the right to accept or reject any or all information received, or to modify or cancel in part or in its entirety this RFI at any time. Respondents are advised that all costs associated with responding to this RFI will be solely at their expense. There are no representations or warranties regarding the accuracy or completeness of the information contained in this RFI. Respondents are responsible for making their own evaluation of information and data contained in this RFI and for preparing and submitting responses to this RFI

## 6 Proposed Term Sheet

### NY Green Bank, a division of New York State Energy Research and Development Authority

#### Term Sheet Construction to Term Subordinated Loan

This term sheet is considered a part of New York Green Bank’s (the “NY Green Bank”), a division of NYSERDA, RFP 8. This term sheet does not constitute an offer or agreement by NY Green Bank or commitment by NY Green Bank to enter into loan documents, and remains fully subject to due diligence and internal approvals of the NY Green Bank. Subject to NY Green Bank’s obligations under the New York Freedom of Information Law (“FOIL”), this document and the contents herein are confidential and shall not be revealed to any party that does not have a need to know the contents for the purpose of negotiating and approving a potential financing involving NY Green Bank. The terms set forth herein are not the complete terms and conditions of any loan documents and are subject to withdrawal and change at any time.

Lender:	NY Green Bank
Borrower:	
Facility:	Construction to term subordinated loan in an amount up to \$_____
Purpose:	Finance the acquisition and installation of the following renewable energy and/or energy efficiency technologies: _____ (the “Proposal”)
Interest Rate:	10 Year US Treasuries + Term Credit Spread
Maturity:	10 years
Amortization:	20 years; principal and interest payable quarterly
Prepayment:	Pre-payable at any time under the following terms: a) Within 12 months of COD prepayable at 102% of par; b) Within 24 months of COD prepayable at 101% of par; c) Anytime after COD prepayable with no penalty.



Collateral:	Second lien and security interest in the land, improvements and fixtures located at the proposal site
Documentation:	Loan Agreement, Note and Mortgage and Security Agreement
Conditions to Closing:	<p>Usual and customary terms, including without limitation:</p> <ol style="list-style-type: none"> <li>1. Delivery of consent to subordinated loan and mortgage from any existing lender in a form satisfactory to the Lender, documented in the form of a fully executed Intercreditor Agreement substantially capturing the “Subordination Terms” documented below;</li> <li>2. Delivery of an appraisal from a New York certified real estate appraiser satisfactory to Lender, dated within ninety days of the date of the RFP submission to Lender and evidencing an improved appraised loan-to-value no greater than 80% together with a reliance letter address to Lender</li> </ol> <p>“improved appraised value” is the sum of the current appraisal plus the proposed Proposal cost; the value of total outstanding indebtedness [(including the Facility)] cannot exceed 80% of such value</p> <ol style="list-style-type: none"> <li>3. Delivery of copies of firm, fixed price quotations from all equipment suppliers, constructors and/or general contractors which evidence the entire scope, schedule and cost of the Proposal in a form satisfactory to Lender;</li> <li>4. Delivery of copies of any building, analysis, construction and/or environmental permits which would be required under any New York State or local law, ordinance or regulation;</li> <li>5. Delivery of a title insurance loan policy acceptable to Lender insuring the mortgage on the Proposal site in the amount of the loan</li> <li>6. Completion of Lender's (and its applicable third party consultants' and advisors') technical, business, financial, legal and environmental due diligence (including compliance with the SEQRA), the results of which are satisfactory to the Lender and detailed in Annex I;</li> </ol>

	<ol style="list-style-type: none"> <li>7. If required by Lender, delivery of a report by an engineer acceptable to Lender regarding the technology and equipment to be used with respect to the Proposal</li> <li>8. Delivery to Lender of Certification of all required insurance, in a form and substance satisfactory to Lender</li> </ol>
<p>Representations and Warranties:</p>	<p>Borrower shall make the representations and warranties on the date of execution and delivery of the subordinate loan documentation with respect to the following matters:</p> <ol style="list-style-type: none"> <li>1. due formation, valid existence and good standing under the laws of the jurisdiction of its organization and due qualification to transact business in New York</li> <li>2. power and authority to conduct its business as now conducted and as proposed to be conducted by it and to execute, deliver and perform its obligations under the subordinate loan documentation</li> <li>3. all necessary action on the part of Borrower required to authorize the execution, delivery and performance of the subordinate loan documentation has been duly and effectively taken</li> <li>4. due authorization, execution and delivery of the subordinate loan documentation; the subordinate loan documents constitute legal, valid and binding obligations, enforceable in accordance with the terms thereof (subject to standard exceptions)</li> <li>5. compliance with governmental rules (including any environmental law) and all other governmental approvals applicable to Borrower and the Proposal and all other governmental approvals</li> <li>6. no action or other proceeding is pending or threatened against or affecting, the Proposal or any material part thereof, which, if adversely determined, would have a material adverse effect on the Proposal or Borrower</li> <li>7. valid fee title in the Proposal free and clear of liens, subject to permitted liens and the permitted encumbrances</li> </ol>

	<ol style="list-style-type: none"> <li>8. full force and effect of all insurance required to be maintained under the subordinate loan documentation</li> <li>9. financial statements delivered to the Lender have been prepared in conformity with generally accepted accounting principles (“GAAP”) and present fairly, in all material respects, the financial condition of Borrower as of the date thereof</li> <li>10. Since the date of the balance sheet included with the most recent financial statements of Borrower, no event has occurred, and no condition exists, that has had, or could be expected to have, a material adverse effect</li> <li>11. no Default or Event of Default has occurred and is continuing under the subordinate loan documentation or the existing mortgage documentation</li> <li>12. the execution, delivery or performance by Borrower of each of the subordinate loan documentation does not violate or constitute a default or require consent by any other Person under any governmental rule applicable to such person or the Proposal or any other material contractual obligation to which Borrower is a party</li> <li>13. upon the execution and delivery thereof the Lender’s mortgage and security agreement will be effective to create liens on and security interests in the Collateral, and all necessary recordings and filings will be recorded and filed on or prior to the closing date such that they will constitute second-priority, perfected security interests in the Collateral, subject only to permitted liens</li> <li>14. absence of any restrictions in the existing mortgage documentation with respect to the payment of the subordinate loan</li> </ol>
Covenants:	<p>The subordinate loan documentation will include affirmative, informational and negative covenants as follows:</p> <ol style="list-style-type: none"> <li>1. Borrower shall keep proper books of record in accordance with GAAP and permit reasonable inspections of its property and examinations of its books and records by the Lender at reasonable times</li> </ol>

	<p>during regular business hours as may be reasonably necessary to determine performance by Borrower of its obligations under the subordinate loan documentation</p> <ol style="list-style-type: none"><li>2. Borrower shall furnish to Lender within 120 days after the end of each fiscal year a copy of the audited financial statements of Borrower as of the end of such fiscal year and stating in comparative form the respective audited figures as of the end of and for the previous fiscal year, if available, prepared in accordance with GAAP, certified by an independent public accounting firm of national</li><li>3. Concurrently with the delivery of the annual financial statements referenced above, Borrower shall deliver a certificate stating whether to an authorized officer's actual knowledge, any Default or Event of Default has occurred at any time (and, if any such Default or Event of Default shall have occurred, a statement setting forth the nature thereof and the steps being taken by Borrower to remedy the same);</li><li>4. Borrower shall comply or cause compliance in all material respects with, and shall ensure that the Proposal is operated in compliance in all material respects with all material governmental rules and approvals, including environmental laws, except where any failure to comply could not reasonably be expected to have a material adverse effect</li><li>5. Borrower shall obtain and maintain in full force and effect all governmental approvals as and when necessary for the construction, ownership, maintenance and operation of the Proposal, except where the failure to maintain such governmental approvals could not, individually or in the aggregate, reasonably be expected to have a material adverse effect</li><li>6. Borrower shall at all times preserve and maintain in full force and effect:<ol style="list-style-type: none"><li>a. its legal existence and its good standing under the laws of its jurisdiction of organization;</li><li>b. its qualification to do business in New York;</li></ol>and</li></ol>
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	<ul style="list-style-type: none"> <li>c. all material rights, privileges and consents necessary for the maintenance of its existence and the operation of the Proposal</li> </ul> <ol style="list-style-type: none"> <li>7. Borrower shall maintain the insurance policies required by the subordinate loan documentation and shall otherwise materially comply with the insurance requirements specified therein</li> <li>8. Borrower shall timely pay and discharge all taxes and other assessments and governmental charges, unless they are being contested in good faith by appropriate proceedings and Borrower has maintained appropriate reserves therefor in accordance with GAAP or to the extent that the failure to do so could reasonably be expected to have a material adverse effect</li> <li>9. Borrower shall preserve and maintain the security interests granted under the security documents in full force and effect (including the priority thereof subject to permitted liens), and, promptly after acquiring any interest in real property not covered by the Mortgage, to execute and record a supplement to the Mortgage subjecting such real property interest to the Mortgage</li> <li>10. Borrower covenants not to:       <ul style="list-style-type: none"> <li>a. create, incur, assume or permit to exist any lien upon or with respect to any of the Collateral, except for Permitted Liens</li> <li>b. sell, assign, transfer, lease or otherwise dispose of the Collateral, except for the following: (y) sales or other dispositions of obsolete, worn out or defective equipment; or (z) sales or other dispositions of equipment or other property in the ordinary course of business</li> <li>c. enter into any transaction of merger or consolidation, change its form of organization or its business, or liquidate, wind up or dissolve itself without the consent of the Lender</li> <li>d. cause any releases of hazardous materials at the Proposal site that would be reasonably likely to result in an environmental claim against Borrower or the Proposal, other than those</li> </ul> </li> </ol>
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	<p>environmental claims that, individually or in the aggregate, could not be reasonably expected to result in a material adverse effect</p> <p>e. enter into any agreement or other documentation limiting the ability of Borrower to make payments on the subordinate loan</p>
Reserve Account	Borrower will establish reserve accounts at a financial institution acceptable to lender a Loan payment reserve, all in amounts to be determined by NY Green Bank.
Disbursement Procedures	<p>Borrower shall be required to submit a form disbursement request which will include a certification that all representations and warranties given at closing are true and correct as of the date of such disbursement together with (i) satisfactory evidence of Proposal costs to be paid or reimbursed; and [(ii) a title insurance disbursement endorsement]</p> <p>Disbursements are normally made upon Lender independent verification of the achievement of the following milestones:</p> <ol style="list-style-type: none"> <li>1. [To Be Mutually Agreed Upon]</li> </ol> <p>Normally, any and all construction funds to be sourced from other providers (e.g., equity, incentives, etc.) shall be deployed first, and only upon those funds being fully deployed, shall a Disbursement Request be honored, at the sole discretion of Lender.</p>
Events of Default:	<ol style="list-style-type: none"> <li>1. Borrower fails to make any scheduled payment of interest or principal when due</li> <li>2. Borrower fails to comply with any covenant or agreement under the subordinate loan documentation, unless such failure is remedied within 30 days after written notice to Borrower, or such longer period, not exceeding 90 days, as is reasonably necessary under the circumstances to remedy such failure</li> <li>3. Any representation or warranty made by Borrower in any subordinate loan documentation or in any certificate or document delivered by Borrower</li> </ol>

	<p>proves to have been incorrect in any material respect</p> <ol style="list-style-type: none"> <li>4. Borrower defaults in the performance of any obligation or any payment when due of principal of or interest on the existing mortgage loan</li> <li>5. A bankruptcy occurs with respect to Borrower, other than a bankruptcy that is not commenced by Borrower that is dismissed, discharged or bonded within 60 days</li> <li>6. Failure of the Proposal to achieve commercial operation by [Date]</li> </ol>
Subordination Terms:	<ol style="list-style-type: none"> <li>1. Lender’s mortgage and security interest shall be in a second position subject to the mortgage and security interest held by the existing mortgage lender (“first mortgage lender”)</li> <li>2. Lender shall not commence a bankruptcy, reorganization or liquidation against Borrower</li> <li>3. Lender may, however, charge interest at a default rate and/or sue Borrower for specific performance, but not for damages or other sums of money, or obtain injunctive relief in either case in respect to covenant defaults that do not require payment of money, directly or indirectly, by Borrower</li> </ol> <p>Lender is willing to enter into an intercreditor agreement or subordination agreement to evidence the above terms</p>
Assignability:	Not assignable by Borrower without consent of Lender; assignable by Lender without consent of any person
Fees:	[3%] Payable upon closing
Costs & Expenses:	Borrower shall be responsible for payment of all reasonable and documented costs and expenses of Lender and its consultants and advisors incurred by such parties in connection with the negotiation and execution of the subordinate loan documentation, regardless of whether Borrower satisfies the conditions precedent for the closing date and/or the funding date. Lender will make good faith efforts to streamline transaction costs. From and after the closing date, Borrower

	will be liable for certain out-of-pocket costs incurred by Lender, provided that such costs are incurred in accordance with the terms of the subordinate loan documentation.
Indemnification:	Borrower shall indemnify Lender and its officers, directors, agents, consultants and employees, from and against any and all losses, liabilities, expenses, claims, and damages arising from or relating to the subordinate loan documentation and the Proposal and the release or presence of hazardous substances at the site of the Proposal, except to the extent resulting from the gross negligence or willful misconduct of any person seeking indemnification as determined by a final, non-appealable judgment of a court of competent jurisdiction.
Lender Counsel:	Nixon Peabody LLP
Governing Law:	New York State



**Annex I – SEQRA Certification**

**Certification of SEQRA – Type II Improvements**

Borrower: [ ]

Date:

Property Address:

Draw Amount:

This certification authorizes certain clean energy measures (“ECMs”) financed pursuant to the Credit Agreement between [Borrower and NY Green Bank. Determined under SEQRA to be Type II Improvements, the design, laboratory testing, construction, installation, or demonstration of any or all of the below ECMs will not adversely impact the environment. Borrower will submit this signed and completed certification to NY Green Bank with each draw request under the Credit Agreement. If Borrower’s energy improvement Proposals include ECMs not on this list, a separate SEQRA compliance determination must be completed before NY Green Bank funds are released.

**[LIGHTING & CONTROLS]** 21 NYCRR Section 503.3(a)(1): Lighting and daylighting systems which include such components as ballasts, controls, automatic dimmers, rheostats, luminaires, lamps, reflectors or louvers

Lighting Replacements     Occupancy Controls     Daylight Controls     LED Retrofits

Other \_\_\_\_\_  
\_\_\_\_\_

**[HVAC]** 21 NYCRR Section 503.3(a)(2): More energy-efficient, or minor modifications to, heating or air conditioning equipment or systems using less than five million Btus per hour

Unitary HVAC Systems     Chiller     Underfloor Air Distribution     Heat Pump Systems

PTAC and PTHP Systems     VAV Systems     VRV Systems     Economizer

Demand Controlled Ventilation     HVAC Controls     Central A/C     Radiant Heating

Infrared Gas-fired Unit Heaters     Furnaces and Boilers     Vent Dampers

Other: Combined Heat and Power \_\_\_\_\_ -

**Indicate Actual Btus:**

**[EQUIPMENT, MOTORS, PUMPS]** 21 NYCRR Section 503.3(a)(3): More energy-efficient, or minor modifications to, conventional refrigeration equipment, motors, compressors, pumps, or fans

Motors     Elevator     Variable Frequency/Speed Drives

- Process Cooling
  - Clothes Washers
  - Energy Star Appliances
  - Fume Hood Controls
  - Stoves (wood or pellet)
  - Water Heaters
  - Refrigeration: Includes freezer equipment and ice-makers with energy efficient motors, compressors, and fans
  - Kitchen Equipment: Includes gas & electric steamers, ovens, electric griddles, electric fryers, kitchen spray valve and insulated holding cabinets, and dishwashers
  -
- Other \_\_\_\_\_

**[HEAT RECOVERY]** 21 NYCRR Section 503.3(a)(4): More energy-efficient, or minor modifications to, heat exchangers, recuperators, heat pipes, heat wheels, or mechanical heat pumps of less than 10 million Btus per hour heat recovery

- Heat Exchangers
  - Heat Wheels
  - Mechanical Heat Pumps
  -
- Recuperators

**Indicate Actual Btus:**

**[INSULATIVE MEASURES]** 21 NYCRR Section 503.3(a)(8): Insulation, weatherstripping, storm windows, submeters, load management systems, or similar clean energy measures

- Insulation
  - Glazing/Windows
  - Load Management Systems
  -
- Submeter(s)

**[SOLAR]** 21 NYCRR Section 503.3(a)(11): passive solar and solar-electric techniques in existing buildings, but not including additions to the building or solar-electric installations of more than 4,000 square feet

- Solar (Electric)
  - Solar (Thermal)
- Indicate Actual Sq Ft:**

**[INTERCONNECTION]** 21 NYCRR Section 503.3(a)(14): Minor new devices for electrical interconnection of existing wind turbines, cogeneration equipment, electric vehicle charging, or photovoltaic energy systems, having an installed generating capacity of five megawatts or less, with existing transmission or distribution facilities

**Indicate Actual MW Supported**

**[CONTROL SYSTEMS]** 21 NYCRR Section 503.3(a)(15): Process controls or control systems that do not result in increased emissions or production of wastes, such as computer hardware or software, programmable controllers, robots, or related automation equipment

- Circulation Controls
- Energy Management System (EMS)
- Programmable Thermostats

Other \_\_\_\_\_

**[MEASURING & MONITORING]** 21 NYCRR Section 503.3(a)(18): Minor new devices, instrumentation, or equipment (but not including the construction of towers) for measuring or monitoring the performance of an operation, process, or system or to support remote or wireless communications

**[ACTIVE ENERGY MANAGEMENT]** 21 NYCRR Section 503.3(a)(9): Computer programs

**[OTHER ALTERATIONS]** 21 NYCRR Section 503.3(j): performing minor interior or exterior alterations of existing structures, buildings, or facilities, such as warehouses, garages, service buildings, residences, roads, or parking lots, or mechanical, electrical, or plumbing equipment contained therein, involving negligible or no expansion of use beyond that previously existing

Minor Interior Alterations       Minor Exterior Alterations       Low Flow Fixtures

Other \_\_\_\_\_  
\_\_\_\_\_

[Borrower] Signature: \_\_\_\_\_ Date: \_\_\_\_\_