

**Memorandum of Understanding
Between The City University of New York
(through the New York City Solar America Cities Partnership)
and the
New York City Department of Buildings
Date: August 19, 2010**

RECITALS

WHEREAS, in 2007, the parties hereto understand that New York City was designated a Solar America City by the U.S. Department of Energy ("DOE");

WHEREAS, The City University of New York has described the New York City Solar America City ("NYC SAC") team, a partnership between CUNY, New York City Economic Development Corporation ("NYCEDC"), and the Mayor's Office of Long-Term Planning and Sustainability ("OLTPS"), as working to identify and remove barriers to widespread adoption of solar energy in New York City;

WHEREAS, in 2009, the NYC SAC team was awarded \$932,000 in DOE funding for its "Smart Solar City" project, as represented to CUNY, and in March 2010, NYCEDC, OLTPS and CUNY finalized a memorandum of understanding regarding their roles in the project ("March 2010 MOU"); a copy of the March 2010 MOU is attached for reference as Attachment A;

WHEREAS, CUNY has further described the March 2010 MOU as covering all matters related to any payment to which CUNY may be entitled for the services it provides in relation to this MOU;

WHEREAS, CUNY has concluded that one of the central barriers to solar adoption in New York City is administrative: installers must meet the permitting and interconnection requirements of several different agencies and Con Edison in order to successfully complete a solar installation; a survey of 36 installers conducted by CUNY in April 2010 indicated that the complexity of the permitting process, combined with an increase in new installers, is a barrier to solar adoption; and that these multiple applications can create a timeline of one year for a solar installation compared with the ninety days or less it typically takes to install in other localities;

WHEREAS, CUNY had informed DOB that the NYC SAC team intends to hire through CUNY two ombudsmen; one of whom will devote a significant portion of time towards streamlining these processes;

WHEREAS, this MOU between DOB and CUNY specifies the roles of these ombudsmen and of the DOB, but does not amend or rescind the March 2010 MOU;

WHEREAS, DOB is a strong partner of NYC SAC and this agreement continues joint effort of the DOB and CUNY to strengthen the local solar economy, for instance, DOB and NYC SAC have worked closely on the implementation of the City's Solar Property Tax Abatement, which has been in effect since March 2009, which program received a five-fold increase in the number of approved applications from 2009 to 2010 (5 to 25), and the parties hereto expect to see a large increase in the number of applications in future years;

NOW, THEREFORE, CUNY and DOB set forth their mutual understanding in the recitals and as follows:

I. GOALS OF OMBUDSMAN WHO IS A CUNY EMPLOYEE

1. The personnel resources to be supplied by NYC SAC through CUNY under this MOU will enable DOB, in a manner consistent with the City's commitments outlined in the March 2010 MOU, to improve NYC solar permitting over the next few months as the City's solar market grows in the next few years. This work will also lead the way towards continued collaboration on long-term solutions and leadership as a Solar America City.

2. Consistent with the March 2010 MOU, the CUNY ombudsman working with DOB will perform the functions outlined in the March 2010 MOU and have the following focus areas:

a) External education of the NYC solar community:

Educating installers/architects/engineers/expeditors/building owners about DOB rules, regulations, and processes. Ombudsman will spend time at DOB learning details of the administrative and technical DOB requirements, develop outreach materials, and work actively with the solar community and interested building owners to educate them. Depending upon the information the ombudsmen develop, this work may be split between commercial and residential tracks.

b) Operational streamlining of permitting process:

Acting as a facilitator between DOB, Con Edison, New York State Research and Development Authority (NYSERDA) and Fire Department of New York (FDNY) (and other City agencies as needed) to identify streamlining opportunities, improve communication, and assist with the development of a one-stop-shop application and tracking system.

II. RESPONSIBILITIES

CUNY's Ombudsman will have a time commitment of 1-2 days per week until December 2010, with more time potentially provided from January-March 2011 as tax abatement applications are received and reviewed. The responsibilities of the Ombudsman and of DOB are listed below. The Ombudsman will have other tasks unrelated to this MOU but will dedicate a portion of his time towards this effort.

Ombudsman:

- Learn details of DOB processes, procedures, and rules for solar installations
- Develop one-stop permitting guide;
- Act as a point of contact for questions from installers about permitting and the Solar Property Tax Abatement;

- Act as a point of contact for questions from inspectors about solar technology/interconnection;
- Identify streamlining opportunities within DOB or between DOB and Con Ed/FDNY/NYSERDA;
- Assist DOB staff with public outreach for tax abatement applications.

DOB:

- Provide necessary support to ensure acceptance of Ombudsman's role within DOB;
- Allow the Ombudsman to accompany DOB employees, as appropriate and subject to DOB control, engaged in the permitting process only for developing information helpful to improving the process;
- Provide the Ombudsman access to a telephone and desk as needed;
- Provide communication with relevant DOB employees as needed; however, the Ombudsman will generally not accompany inspectors on DOB inspection or have access to inspection;
- Work with Ombudsman to identify and implement process improvements.

III. REPORTING

1. The Ombudsman will be hired by CUNY on behalf of the NYC SAC Partnership and will report to the Director of Sustainability at CUNY, Tria Case, and NYC Solar Coordinator at CUNY, Alison Kling or their successors.
2. DOB will assign a point person through its Technical Affairs Unit to direct the Ombudsman in their work at DOB. The DOB point person will have an open line of communication to Tria Case, Alison Kling, and the NYC SAC Partnership.

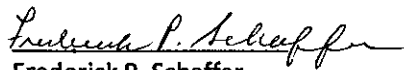
IV. CONFIDENTIALITY

The ombudsman will keep confidential all information obtained from DOB, extent to the extent specifically agreed upon by DOB on an ongoing basis. This includes, but is not limited to, all plans reviewed, and all information learned regarding DOB's process flows, data, and outreach materials.

This arrangement is agreed to as indicated by the signatures below. Both parties will evaluate the progress of the ombudsman role from time to time and no later than six months after the date of this MOU. This MOU is coterminous with the term of the March 2010 MOU.

In witness whereof the parties have caused their respective officers to execute this MOU on behalf of the parties:

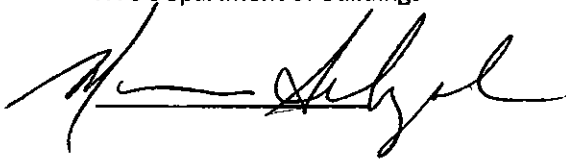
The City University of New York



Frederick P. Schaffer
Senior Vice Chancellor for Legal Affairs and
General Counsel

Date: 8/25/10

NYC Department of Buildings



Mona Sehgal
General Counsel

Date: 8/19/2010