

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY ASSISTED HOME PERFORMANCE WITH ENERGY STAR®

The New York State Energy Research and Development Authority (NYSERDA) is assisted in its implementation of the Assisted Home Performance with ENERGY STAR program by a Program Implementer, currently Conservation Services Group (CSG) and a Program Qualifier, currently Energy Finance Solutions. While these contractors are subject to change, any such change shall not alter the Owner's or NYSERDA's responsibilities as outlined below.

1-4 UNIT BUILDING OWNER'S AGREEMENT

It is agreed by and between NYSERDA and the Owner/Authorized Agent of the building located at _____ as follows:

1. The Owner agrees to assist the current Program Qualifier, Energy Finance Solutions, in gathering all records and documents necessary for NYSERDA to determine if the tenants residing at the building are eligible under the income guidelines of the Assisted Home Performance with ENERGY STAR program. NYSERDA and Energy Finance Solutions shall keep confidential the names and incomes of tenants living at the building.
2. If NYSERDA, in its sole discretion, determines that the building is eligible for a job scope incentive ("Incentive") under the Assisted Home Performance with ENERGY STAR program, NYSERDA agrees to provide an Incentive of up to 50% of the approved job scope, not to exceed \$5,000 for a single housing unit or \$10,000 for 2 to 4 units. Attachment A, which is made a part hereof, provides a general description of the energy efficiency measures that are proposed for the building. After the participating Building Performance Institute (BPI)-certified contractor and the Owner agree to the proposed job scope, it must be submitted to NYSERDA's current Program Implementer, Conservation Services Group (CSG), for review, approval and determination of incentive amount. CSG will review the appropriateness of the job scope and the value of the project that accrues to the income-eligible tenants. No Incentive will be paid under this Agreement without CSG approval as stated above.
3. In exchange for the Incentive to be paid by NYSERDA, the Owner agrees to be bound for a period of two years commencing on the date the project is completed ("Agreement Term") by the terms and conditions of this Agreement.
4. The Owner agrees not to evict a tenant during the Agreement Term, except by eviction through judicial intervention. The Owner agrees not to increase a tenant's rent during the Agreement Term except to recover actual increases in property taxes or the costs of improving the building not resulting from this Agreement (where this is the case, the Owner agrees to recover only a pro rata share of the cost from each tenant). A list of units and rents must be attached to this Agreement as Attachment B, which is made a part hereof.
5. The Owner agrees to rent vacant, eligible dwelling units identified in Attachment B to households eligible to receive Incentives under the Assisted Home Performance with ENERGY STAR program. Apartments that become vacant during the Agreement Term must be rented to income eligible households within 90 days. The Owner must submit supporting documentation to NYSERDA of efforts to rent to income eligible tenants or pay NYSERDA the full amount of the Incentive pro-rated by the number of months left under this Agreement.

6. The Owner agrees to obtain, in writing, from any successor in ownership that said successor shall assume the Owner's obligations under this Agreement or, if this assumption is not obtained, the Owner shall pay NYSERDA the full amount of the Incentive pro-rated by the number of months left under this Agreement. Said payment shall be made to NYSERDA at the time of conveyance.
7. The Owner agrees that the Owner shall pay the BPI-certified Contractor the balance of the project cost less the approved Incentive.
8. The Owner agrees to maintain the equipment and materials installed under this Agreement in accordance with all relevant codes.
9. It is hereby understood that the tenants, present and future, are meant as the persons to benefit from the Assisted Home Performance with ENERGY STAR[®] program and may enforce this Agreement. Energy Finance Solutions shall provide a summary of this Agreement to each tenant and to provide a copy of this Agreement to any tenant upon request.
10. NYSERDA shall give the Owner written notice of non-compliance with this Agreement and the grounds for the notice. If within seven days of receipt of the notice, the Owner fails to take responsible steps to come into compliance, the Owner will be considered in default of the Agreement.
11. Upon default of this Agreement, the Owner agrees to pay to NYSERDA the full amount of any Incentive received pursuant to this Agreement.

I certify that I am authorized to sign on behalf of the owner and that all information is true and complete.

Owner/Agent

Energy Finance Solutions for NYSERDA

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**Attachment A
1-4 UNIT BUILDING OWNER'S AGREEMENT
ESTIMATED JOB SCOPE**

Description of the Energy Efficiency Measure	Location	Costs
	Total:	

The value of the project to the income eligible tenants must fairly reflect the value of the NYSERDA incentives. Describe below how the project will benefit the tenants in reduced annual energy costs or other specific benefits:

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Attachment B

**1-4 UNIT BUILDING OWNER'S AGREEMENT
ELIGIBLE DWELLING UNITS AND RENTS**

The documented eligible dwelling units included in the job scope under the attached Agreement and each unit's rent as of the effective date of the attached Agreement are as follows:

Address

Unit Number or Description

Rent Amount