

Assisted Home Performance with ENERGY STAR Owner's Agreement for One-to-Four Family Homes

The Assisted Home Performance with ENERGY STAR (AHPwES) Program is administered by the New York State Energy Research and Development Authority (NYSERDA) with support services provided by a Program Implementation Contractor and Program Qualifiers (Energy Finance Solutions and other Assisted Lenders). While these contractors are subject to change, any such change shall not alter the Owner's or NYSERDA's responsibilities as outlined below.

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

1. The Owner agrees to assist the Program Qualifier in gathering all records and documents necessary for NYSERDA or its Program Implementation Contractor to determine if the tenant(s) residing in the home are eligible based upon the income guidelines for Assisted Home Performance with ENERGY STAR. NYSERDA shall keep confidential the names and incomes of tenants living at the building.
2. If NYSERDA, in its sole discretion, determines that the home is eligible for a subsidy ("Assisted Subsidy") under AHPwES, NYSERDA agrees to provide an Assisted Subsidy representing up to 50% of the cost of an approved energy efficiency project, not to exceed \$5,000 for a single family home, or \$10,000 for two-to-four family homes. The maximum amount of an Assisted Subsidy, and the value of a subsidy as a percentage, is subject to change upon written notice by NYSERDA. Attachment A, which is made a part hereof, provides a general description of the proposed energy efficiency upgrades for the home. After the Participating HPwES Contractor ("Contractor") and the Owner agree to a scope of work, the proposal must be submitted to NYSERDA's Program Implementation Contractor for review, approval and determination of the amount of the Assisted Subsidy, or any applicable loan or utility incentives. The Program Implementation Contractor will review the appropriateness of the proposed scope of work. No incentive will be paid under this Agreement without approval from the Program Implementation Contractor.
3. In exchange for the Assisted Subsidy to be paid by NYSERDA to the Participating HPwES Contractor, 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 the rent of any tenant of the subject building 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 an Assisted Subsidy. A unit that becomes vacant during the Agreement Term must be rented to income-eligible households within 90 days. The Owner must submit supporting documentation to NYSERDA that the vacant unit has been rented to income-eligible tenants or pay NYSERDA the full amount of the Subsidy pro-rated by the number of months remaining under this Agreement.

6. Developers of low income housing may seek authorization for the rehabilitation of unoccupied housing units with the agreement that proof of occupancy by an income eligible household will be submitted within 90 days after the date a job completion form is submitted to NYSERDA's Implementation Contractor by the Participating HPwES Contractor. The Owner is liable for the full amount of the Assisted Subsidy in the event that adequate income documentation is not submitted within 90 days of completed work.
7. 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 the building is sold and this assumption is not obtained, the Owner shall pay NYSERDA the full amount of the Assisted Subsidy pro-rated by the number of months remaining under this Agreement after such sale closes. Said payment shall be made to NYSERDA at the time of conveyance.
8. The Owner agrees that the Owner shall pay the Contractor the balance of the project cost less the approved Assisted Subsidy.
9. The Owner agrees to maintain the equipment and materials installed under this Agreement in working order in accordance with all relevant codes.
10. 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. The Program Qualifier shall provide a summary of this Agreement to each tenant and provide a copy of this Agreement to any tenant upon request.
11. 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 this Agreement.
12. Upon default of this Agreement, the Owner agrees to pay to NYSERDA the pro-rated amount of any Assisted Subsidy received based on the number of months remaining under 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

Attachment A

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ESTIMATED JOB SCOPE

Description of Energy Efficiency Upgrades	Location	Cost
		Total:

The value of the project to the income-eligible tenant(s) must fairly reflect the value of the Assisted Subsidy through NYSERDA. Describe below how the project will benefit the tenants in reduced annual energy costs or other specific benefits:



Attachment B

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ELIGIBLE DWELLING UNITS AND RENTS

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

Address:

Unit Number or Description: _____ Rent Amount: _____

Unit Number or Description: _____ Rent Amount: _____

Unit Number or Description: _____ Rent Amount: _____

Unit Number or Description: _____ Rent Amount: _____