



**EmPower+
Rental Property Energy Efficiency Services Agreement**

For any questions regarding the use of this document, please contact the program implementer
at **1-866-NYSERDA**.

For all EmPower+ Projects

It is agreed by and between NYSERDA and the Owner/Authorized Agent (“Owner”) of the building located at **[Property Street Address, Property City, Property Zip Code]** as follows:

1. The Owner:
 - a. Declares that they are the legal Owner/Authorized Agent of the property listed above.
 - b. Declares that the property is not for sale.
2. A list of units must be attached to this Agreement as Attachment A, which is made a part hereof.
3. The Owner grants to independent participating contractors and/or NYSERDA’s implementation contractors’ permission to enter the premises to assess the potential for the installation of energy-saving measures, test and evaluate the heating system(s), and to assess the current condition of insulation. The Owner understands the assessment may include testing for insulation by drilling small probe holes in closets on outside walls. In these instances, the contractor will be responsible to reseal the test hole. The Owner agrees to allow testing of all combustion appliances in each unit to ensure complete assessment of the building.
4. The Owner grants permission to the independent participating contractor to enter the premises to install energy efficient measures. Measures installed through NYSERDA’s Programs are contingent upon the Owner and tenant(s) granting clear and unencumbered access to all work areas.
5. In exchange for the Program incentives to be paid by NYSERDA to the participating contractor, the Owner agrees to be bound for a period of two years commencing on the date this Agreement is signed to two years after the project is completed (“Agreement Term”) by the terms and conditions of this Agreement.
6. The Owner agrees to maintain the equipment and materials installed under this Agreement in working order in accordance with all relevant codes.
7. The Owner understands participating contractors in the EmPower+ Program are independent contractors. If any issues arise regarding the services provided or warranties of installed measures, the Owner will contact the responsible independent contractor.
8. It is understood that the present and future tenant(s) are meant as the persons to benefit from the Program. The owner shall provide a summary of this Agreement to each tenant and provide a copy of this Agreement to any tenant upon request. Tenants may contact



the program implementer at **1-866-NYSERDA** with any questions or concerns in association with the terms of this Agreement.

9. The Owner agrees not to evict a tenant during the Agreement Term to obtain higher rent tenants based upon the improvements made pursuant to this Agreement. The Owner agrees not to increase the rent of any tenant of the building during the Agreement Term as a result of the energy improvements made through the Program, except to recover actual increases in property taxes if applicable.
10. The Owner agrees to rent vacant, eligible dwelling units identified in Attachment A, to a low or moderate rate tenant. A unit that becomes vacant during the Agreement Term must be rented to income-eligible households within 90 days. Upon request, 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 incentive pro-rated by the number of months remaining under this Agreement.
11. 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 NYSERDA incentive 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.
12. 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.
13. Upon default of this Agreement, NYSERDA will be entitled to a refund from the Owner of all monies paid hereunder. Additionally, NYSERDA will require the disclosure of the Tenants' name and contact information and the payment of a mandatory legal penalty in an amount not to exceed two times the amount of funding received through the applicable program. NYSERDA will distribute these funds among the tenant's pro rata which the tenants can use for attorney's fees or other mitigative measures. If NYSERDA is unable to recover these funds via a demand letter, State Law authorizes NYSERDA to refer collection matters to the Attorney General. See Exec. L. 1; Public Authorities Law § 1858.

For EmPower+ projects serving low-income households

1. The Owner understands that an independent participating contractor will be assigned to complete energy assessment and associated work, as agreed to by the Owner.
2. It is understood that the Owner and Contractor may agree to the installation of additional measures at the Owner's expense, but that the Owner is under no obligation to purchase any additional measures to obtain the free measures offered through EmPower+.

Other Utility programs

1. Owner and/or its tenants may be eligible for additional measures from other funding sources, including programs sponsored by the local utility company. Owner agrees this Agreement, EmPower+ project details, and contact information may be shared with the local utility company for the listed property as needed to evaluate the need for, eligibility and installation of such additional measures for the property.



I have read this agreement and understand all its provisions. To indicate my agreement, I have signed below.

Signed _____ Date _____
Owner/Authorized Agent of Owner

Property Owner Name: _____

Agreement Term: _____

For EmPower+ serving low-income households only:

_____ Initial here if you would like to be notified as to the time and date of the energy audit and you are interested in being present.

Mailing
Address: _____

Phone Number: _____



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ATTACHMENT A

The documented eligible dwelling units included in the workscope under the attached Agreement as of the effective date of the Agreement is as follows:

Property Address:

Unit Number: _____

Unit Number: _____

Unit Number: _____

Unit Number: _____

Please return completed version of the document to:

TRC Companies
3 Corporate Drive
Suite 202
Clifton Park, NY 12065