

**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. In the event the owner does not comply, NYSERDA will be entitled to a refund from the Owner of all monies paid hereunder.
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. 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 and agrees to pay to NYSERDA the pro-rated amount of any NYSERDA incentive received based on the number of months remaining under this Agreement
13. If units are unoccupied, the Owner 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 contractor. The Owner is liable for the full amount of the NYSERDA incentive if adequate income documentation is not submitted within 90 days of completed work.
14. Upon default of this Agreement, the Owner agrees to pay to NYSERDA the pro-rated amount of any subsidy received based on the number of months remaining under this agreement.

#### **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. If the Owner of the property owns the primary refrigerator/freezer in use by the tenant(s) and the appliance meets the age/energy usage requirements for replacement, the Owner grants permission to NYSERDA and its independent contractors to exchange the current refrigerator/freezer with a brand new, white, fully warranted ENERGY STAR model of

similar size at no cost to the Owner. The Owner understands the current refrigerator/freezer will be exchanged only if it meets program cost-effectiveness criteria for replacement, and that a new refrigerator/freezer will not be provided unless the Owner allows the Contractor to remove the old one. The Owner agrees to keep the new refrigerator/freezer in this apartment until replaced by one of equal or higher efficiency.

3. 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+.

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:

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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