

August 2024

**New York City Department of Housing Preservation and  
Development (HPD)  
Resilient & Equitable Decarbonization Initiative: Existing  
Buildings (REDi: EB)  
Participation Agreement  
August 2024**

**BUILDING OWNER INSTRUCTIONS:**

- 1. Read the terms and conditions of this Participation Agreement (Agreement).**
- 2. Determine your authorized signatory.** Only an authorized signatory for your organization can sign the Agreement. An authorized signatory is an individual who has the ability to contractually bind your organization.
- 3. Sign the Participation Agreement.** Once you have identified your organization's authorized signatory, that person must sign the Participation Agreement. Signature on the Agreement creates a legally binding agreement with HPD and the signatory's organization, agreeing to all requirements stated within the Agreement.

RESILIENT & EQUITABLE DECARBONIZATION INITIATIVE: EXISTING BUILDINGS (REDi: EB)  
PARTICIPATION AGREEMENT

This Participation Agreement - Resilient and Equitable Decarbonization Initiative is entered into as of the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_, a [New York] [entity] having an address at \_\_\_\_\_ (“Owner”) and the CITY OF NEW YORK, a municipal corporation chartered by the New York legislature, acting by and through its DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT having an office at 100 Gold Street, New York, New York 10038 (“HPD”).

WHEREAS, Owner is the owner of that certain property more particularly described on the annexed Exhibit A, and all buildings and improvements located thereupon (the “Property”); and

WHEREAS, Owner has agreed to enter into a regulatory agreement with HPD concerning, inter alia, certain work to be performed at the Property and the [continued] operation of the Property as a provider of housing to persons and families of low and moderate income; and

WHEREAS, HPD offers incentives and financing for owners of certain preservation projects that will utilize heat pump-based technology for domestic hot water (“DHW”), heating and/or space heating and cooling, along with complementary energy performance improvements as part of HPD’s Resilient & Equitable Decarbonization Initiative (“REDi”), the terms and scope of which are more fully described in that certain REDi: EB Program Term Sheet annexed hereto as Exhibit B; and

WHEREAS, Owner desires to avail itself of the incentives and financing available to participants in HPD’s Resilient & Equitable Decarbonization Initiative: Existing Buildings (REDi: EB)

NOW, WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms, conditions, and representations:

**1. Owner Representations.**

Owner represents and warrants to HPD that, as of the date hereof, the following is true and correct:

(a) Owner [select (i), (ii) or (iii), as applicable]:

- i. owns the building(s) comprising the Project which, in whole or in part, will participate in the REDi: EB Program; or
- ii. is controlled by or under common control with the entity that will acquire the Project and participate in the REDi: EB Program, or
- iii. has entered into a binding agreement to acquire the Project from its current owner and will participate in the REDi: EB Program.

(b) Signatory meets one of the criteria listed above and acknowledges that signatory must be in a position to approve REDi: EB work on the Project site before any incentivized REDi: EB funded work is done.

(c) the Project contains five (5) or more residential units; and

(d) the Project is located within the service territory of one of New York State’s investor-owned utility companies and pays into the System Benefits Charge.

Owner hereby covenants that it shall enter into a regulatory agreement with HPD. Owner acknowledges that covenant in the preceding sentence is: (i) made to induce HPD into entering this Agreement; (ii) an essential term of the Agreement; and (iii) being relied upon by HPD to its detriment.

## **2. Preliminary Incentive Offer Letter.**

If the Project meets the requirements of the REDI: EB Program and this Agreement, HPD will issue a Preliminary Incentive Offer Letter (“PIOL”) to the Owner, noting the potential incentive amount based on the proposed REDI: EB Scope and the number and type of dwelling units, and which confirms availability and encumbrance of funds, pursuant to the terms in such PIOL and this REDI: EB Participation Agreement.

## **3. Final Incentive Amount and Final Award Letter.**

A signed, Final Award Letter, detailing the Final Incentive Amount, will be issued by HPD after the REDI: EB Scope is approved and all required documents have been submitted, including the Data Release Authorization Forms (“DRAFTs”), and all items noted in the Owner Submission below. The Final Incentive Amount shall be based on the final, approved REDI: EB Scope of work (the “REDI: EB Scope” as defined in the REDI: EB Program Term Sheet) and final number and type of dwelling units. If elements of the REDI: EB Scope are revised or deleted prior to the closing of the HPD financing for the Project, such changes must be approved by the NYSERDA Technical Assistance Provider (the “TAP”) and HPD. HPD reserves the right to revise the Final Incentive Amount based on any revision or deletion of the REDI: EB Scope that may occur prior to closing.

## **4. Incentive Payment Structure.**

REDI: EB funds shall be allocated towards construction and completion of the REDI: EB Scope, as approved by the TAP and HPD and outlined in the Final Award Letter and the REDI: EB Contract Rider.

REDI: EB funds will be placed into the Owner’s servicing account alongside other HPD funds and drawn on through the standard requisition process. The Project’s General Contractor (GC) will provide the TAP with a copy of each requisition, with all relevant REDI: EB Scope items highlighted and easily identifiable. If the TAP finds major discrepancies in the amount of REDI: EB funds being requested or with the construction of REDI: EB Scope items, the TAP reserves the right to deny or adjust the amount of REDI: EB funds distributed. The final REDI: EB payment will be released upon successful testing of the systems and including proof that resident and staff resources have been provided.

Owner shall comply with the requirements regarding disbursements in the HPD financing documents in order to requisition for REDI: EB funds.

Owner acknowledges that any changes to the REDI: EB Scope must be reviewed and approved by HPD, the TAP and the senior lender, if any, and if so approved, HPD may revise the Final Incentive Amount if a portion of the REDI: EB Scope is removed or changed.

REDi: EB funding will be pre-encumbered for a period of 12 months from issuance of a Preliminary Incentive Offer Letter (PIOL). HPD may retract REDi: EB incentives from projects (or portions of projects) that do not close within that timeframe. Applicants may submit an extension request, which will be confirmed or denied in writing by HPD.

## **5. Owner Submission.**

Prior to HPD disbursement of the REDi: EB funds, the Owner shall submit to HPD and TAP the following documents:

- (a) A total final project budget (“Budget”) for the project that is true and accurate, with all REDi: EB Scope items itemized, and that shows REDi: EB, Clean Heat, and other incentives in addition to other financing/funding sources offered by HPD.
- (b) An HPD commitment letter referencing REDi: EB and noting the expected completion date set forth in such commitment, as may be extended by HPD and senior lender, if any.
- (c) A completed REDi: EB Contract Rider that names the TAP and describes the process for submitting requisitions, as well as other program requirements including the applicable REDi: EB Program Technical Requirements (the “Technical Requirements”) noted in Exhibit C and a cost breakdown of the REDi Scope that can be used in the Requisition (the “Contract Rider”).
- (d) Signed Data Release Authorization Form(s) (DRAFTs) permitting NYSERDA to access and utilize past, current, and 120-month future energy/resource billing and consumption information/data in order to effectively track the performance of the building’s energy utilization systems and to maximize their efficacy.
- (e) For projects with tenant or shareholder paid heating, prior to closing of the HPD loan, Owner shall have submitted a certification that at least two-thirds of tenants or shareholders, as applicable, have signed Data Release Authorization Forms (DRAFTs) permitting NYSERDA to collect utility data from such tenants or shareholders, applicable for a period of occupancy up to 10 years. In the event Owner fails to collect DRAFTs from two-thirds of tenants or shareholders, as applicable, upon request HPD or NYSERDA may reduce the minimum number of DRAFTs required for closing.
- (f) Sample requisition showing REDi: EB scope items clearly itemized and separated out from other costs.
- (g) Final construction documents that incorporate the REDi: EB Scope, all associated bids and contracts with detailed line-item costs for REDi: EB and non-REDi: EB scope items, and itemized G703 with the REDi scope and costs separated out, and a construction schedule detailing dates for the procurement, production, and installation of the REDi: EB Scope and an executed construction contract (together, the “Construction Documents”).

## **6. Owner Commitments.**

- (a) Owner agrees to comply with the applicable REDi: EB Program Technical Requirements.

For multi-building projects where REDi funding is limited to certain buildings – all buildings funded by HPD must comply with the applicable Technical Requirements, although not all buildings may be reviewed or monitored by the TAP.

- (b) Owner agrees to respond to TAP requests for drawing review, documents and information in a timely manner to avoid compromising the project's timeline.
- (c) Owner agrees to furnish a budget estimate for REDi: EB Scope items during the Design Development phase to ensure that the costs are in line with the program goals and REDi: EB incentives. If the budget is significantly higher than expected, owner may be asked to redesign certain scope items using a more cost-effective design.
- (d) Owner agrees to furnish a budget estimate for maintenance of Heat Pump Equipment during the Design Development phase to ensure that the costs to maintain the proposed equipment can be properly addressed in the project budget. If the maintenance requirements are significantly higher than expected, owner may be asked to reconsider equipment selection.
- (e) HPD or NYSERDA reserves the right to disapprove certain contractors or consultants who have previously failed to comply with program requirements (within REDi or any related/ precursor programs).
- (f) All installers of HVAC equipment utilized on REDi projects must provide proof of training by the applicable equipment manufacturer. This includes at a minimum, the lead installer present during installation and testing of equipment.
- (g) Owner shall invite HPD and TAP to any construction progress meetings and shall send to HPD and TAP copies of any reports related to project status, allocation of funds, change orders (adds or deducts), cost or time overruns or underruns consistent with those provided to the project's other lenders.
- (h) Owner shall provide notice to TAP of any extension to the completion date granted by HPD or a senior lender, if any.
- (i) Prior to receiving final payment, Owner shall submit to the TAP a comprehensive maintenance plan to ensure successful operation and maintenance of all systems long term, which plan shall be subject to review and approval by the TAP. The plan will include initial and ongoing training of maintenance personnel in systems' operation and best practices, along with available maintenance agreements, warranties and commitments by systems' installer and manufacturers.
- (j) Owner commits to utilizing NYS Clean Heat Contractors, as applicable, and securing all relevant utility incentives for heat pump technologies installed as part of this scope, including New York State Clean Heat incentives, and those incentives shall be incorporated into project budget and Construction Documents.
- (k) Prior to closing, the TAP must approve the full scope(s) of work, in a format ready for publication as open-source documents. The Owner hereby agrees to the release of all materials submitted to the TAP for open-source publication, e.g. in case studies.
- (l) Owner acknowledges that the REDi: EB incentive will only be released after the financial closing with those additional parties providing project financing.
- (m) Owner acknowledges that the final REDi: EB incentive payment will only be released after successful Required Testing of the systems as outlined in the Technical Requirements.
- (n) Owner acknowledges that the buildings that receive funding under this Agreement will not be eligible for additional funding from the NYSERDA Multifamily Performance Program, the Low Carbon Pathways for Multifamily Buildings program, the Flexible Technical

Assistance (FlexTech) Program, RetrofitNY Program, ConEd AMEEP Program, Climate Friendly Homes Fund or HCR's Clean Energy Initiatives Program.

- (o) Owner acknowledges that NYSERDA and HPD have permission to study, promote, publish, and generally distribute information, with the exception of any Personal Identifiable Information relating to tenants, about the project publicly for at least ten years and will make it a requirement of any sale agreement transferring control of ownership that new owner abides by this agreement.

## **7. Post-Construction Analysis and Follow-up Visits.**

- (a) The Owner agrees, upon HPD request, to provide copies of all utility bills showing consumption and cost for electricity, fuels, and water, or provide access to such information using the Program's Data Release Authorization Form (DRAF). Such bills shall cover all common areas of the building and a sample of apartments. In addition, a list of all the apartments and their type (e.g. studio, large 1 bedroom) shall be provided. The apartment sample shall consist of at least 10% of the apartments with no fewer than five (5) apartments. Of the 10% sample, each line of apartments must be represented. The DRAF authorizes HPD and NYSERDA to receive data for ten (10) years following execution of the DRAF.
- (b) The Owner agrees to provide access to HPD, NYSERDA and/or its contractors to make a reasonable number of pre- and post-installation follow-up visits to the Project during the construction phase and up to 36 months following the date of its completion. Such visit(s) will be scheduled with the Owner with at least one (1) week advance notice to the Owner. The purpose of the follow-up visit(s) is to provide HPD with an opportunity to evaluate the installed project work in order to determine the actual demand reduction and energy savings for Program evaluation purposes.
- (c) Participants in REDi may be required to complete a post occupancy survey including questions about system performance, maintenance, and resident comfort and satisfaction, with an objective of a resident response rate of 30% or higher
- (d) Must agree to share comprehensive scopes, construction and system maintenance costs, building photographs, which will be used in case studies to encourage market development of heat pumps in multifamily affordable housing.

## **8. Time is of the Essence.**

Owner's failure to act within the time required constitutes a breach of the contract. Time is of the essence with respect to all provisions of this Agreement and any and all exhibits and attachments hereto that specify a time for performance.

## **9. Proprietary Information.**

It is anticipated that NYSERDA and HPD will retain a copy of all materials or reports completed in accordance with these terms and conditions. New York's "Freedom of Information Law," codified within article 6 of the New York Public Officers Law provides for public access to information within the possession of NYSERDA and HPD. New York Public Officers Law § 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury

to the competitive position of the subject enterprise." Information submitted to NYSERDA and HPD that the Owner wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exclude it from disclosure, including a written statement of the reasons why the information should be excluded. See New York Public Officers Law § 89(5) and the procedures set forth in 21 NYCRR Part 501. However, NYSERDA and HPD cannot guarantee the confidentiality of any information submitted.

Unless identified as confidential or proprietary by the Owner, information contained in these materials or reports may be used for the purpose of promoting awareness and adoption of energy efficiency strategies, practices, and technologies.

## **10. Indemnification.**

The Owner shall protect, indemnify, and hold harmless HPD, NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against HPD, NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement ("Indemnity Obligations"). The Indemnity Obligations of the Owner shall survive any expiration or termination of this Agreement.

If Owner fails to pay or perform the Indemnity Obligations, HPD, NYSERDA and the State of New York may, from time to time, bring any action at law or in equity or both: (a) to compel Owner to comply with the Indemnity Obligations; (b) to collect in any such action compensation for all losses, costs, damages, injuries and expenses (including attorneys' fees) sustained or incurred by HPD, NYSERDA and the State of New York as a direct or indirect consequence of the failure of Owner to comply with the Indemnity Obligations, together with interest on any such amount at the highest lawful rate; or (c) to pursue any other right or remedy available to HPD, NYSERDA and the State of New York, at law or in equity or under this Indemnity Agreement, with respect to Indemnitor.

## **11. No Warranties**

- (a) NYSERDA and HPD do not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Owner's reliance on warranties is limited to any warranties that may arise from, or be provided by, contractors, vendors, etc.
- (b) The Owner acknowledges that neither NYSERDA, HPD, nor any of its consultants are responsible for assuring that the design, engineering, and construction of the Program components are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA and HPD do not make any representations of any kind regarding the results to be achieved by the Program or the adequacy or safety of such measures.
- (c) NYSERDA, HPD, and the State of New York make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, HPD, and the State of New York make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described,



disclosed, or referred to in this report.

**12. Reservation of Rights to Recapture Funds.**

The Owner acknowledges that if NYSERDA and/or HPD determines that an Owner has not adhered to the terms and conditions of the Program for a Project, any incentives paid to the Owner for that Project shall be repaid to, or recaptured by, NYSERDA and/or HPD upon prior approval by HPD and the senior lender, if any. Subject to the foregoing, upon notice from NYSERDA and/or HPD, the Owner shall provide NYSERDA and/or HPD direct payment within 30 days for the identified outstanding value of any incentive paid on Projects that do not comply with Program terms and conditions as identified in this Agreement or in the REDi: EB Term Sheet. Subject to the foregoing, failure to repay funds owed to NYSERDA and/or HPD may result in referral of the matter to the Attorney General's Office. NYSERDA and/or HPD shall have the right to seek any other relief that may be appropriate or desirable at law or in equity.

**13. Release by the Owner.**

The acceptance by the Owner of final payment shall release NYSERDA and HPD from all claims and liability the Owner, its representatives, and assigns might otherwise have relating to this award.

**14. Termination**

This Agreement may be terminated by either party at any time with or without cause, upon 10 days prior written notice.

**15. Notices.**

All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted by any of the following:

- i. via certified or registered United States mail, return receipt requested
- ii. by personal delivery
- iii. by expedited delivery service
- iv. by e-mail

Signatures

Such notices shall be addressed to HPD at:

Jennifer Leone or any successor staff at HPD

Email: [sustainability@hpd.nyc.gov](mailto:sustainability@hpd.nyc.gov)

Notices addressed to Owner shall be addressed to Owner at the address accompanying its signature below.

- (b) Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused. The address provided by the Owner is subject to change at any time during the term of this Agreement provided that the party changing the address furnishes written notification of the new address in accordance with this section.

**16. Modification; Waiver.**

This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

**17. Section Headings; Counterparts.**

The section headings set forth herein are for convenience only and do not constitute a substantive part of this Agreement. This Agreement may be executed in counterparts and by facsimile signature, all of which together shall be considered one and the same original document.

**18. Severability; Survival.**

If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. The provisions of Sections 16, 18, 19, 20, 29 31, 34 and 35 shall survive the expiration or earlier termination of this Agreement.

**19. Independent Contractors.**

Relationship of the Parties. It is understood and agreed that the personnel furnished by Owner to perform the services stipulated in this Agreement, including personnel who may perform such services at NYSERDA's or HPD's offices, shall be Owner's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's or HPD's employee(s) or agent(s), and shall remain the employees of Owner, except to the extent required by Section 414(n) of the Internal Revenue Code.

The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA, HPD,

and Owner for any reason, including but not limited to unemployment, workers' compensation, employee benefits, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.

No Benefits: Owner agrees that if the personnel furnished by Owner are determined to be "leased employees" within the meaning of Section 414(n) of the Internal Revenue Code, Owner acknowledges that leased employees are excluded from participation in the employee benefit plans, funds and programs provided by NYSERDA to its employees including, but not limited to, any group health plan, sickness or accident plan, retirement plan, retirement plan or similar benefit plan provided to employees by NYSERDA, by the terms of such benefit plans, funds or programs. Owner agrees to notify NYSERDA and HPD if it maintains (or ceases to maintain) a plan described in Section 414(n)(5)(B) of the Internal Revenue Code.

Notification of Claims/Events: Owner expressly acknowledges NYSERDA's and HPD's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, HPD, Owner and/or Owner's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Owner expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon Owner's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

## **20. Assignment.**

A Party shall not assign its rights and/or obligations or delegate its duties under this Agreement without the prior written approval of the other Party (Parties) and any attempted assignment or delegation without such approval shall be void and constitute a material breach. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the Parties hereto, and their respective successors and approved assigns.

## **21. Audit.**

NYSERDA and/or HPD shall have the right from time to time and at all reasonable times during the term of the Agreement and for three (3) years thereafter to inspect and audit any and all books, accounts and records at the office or offices of the Owner where they are then being kept, maintained and preserved. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA and/or HPD on the basis of any audit of the Owner by an agency of the United States, State of New York or NYSERDA and/or HPD not to constitute an allowable charge or cost hereunder.

## **22. Audit Adjustment.**

Any payment made hereunder shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA and/or HPD on the basis of any audit of the Owner by an agency of the United States, State of New York or NYSERDA not to constitute an allowable

charge or cost hereunder.

**23. Executory Clause.**

It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies available to NYSERDA and/or HPD for the purpose of paying incentives under this Agreement, and no liability on account thereof shall be incurred by NYSERDA and/or HPD beyond monies available for such purpose.

**24. Governing Law.**

This Agreement shall be governed by, and be construed in accordance with, the laws of the State of New York, without regard to its choice of law principles.

**25. Laws of the State of New York.**

The Owner shall comply with the Standard Clauses for New York State Contracts set forth below:

- (a) NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Owner will not discriminate against any employee or Owner for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- (b) NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without NYSERDA's and/or HPD written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- (c) SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Owner hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Owner's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Owner must promptly notify NYSERDA and HPD, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA and HPD to the last known address shall be sufficient. Owner will have thirty (30) calendar days after service hereunder is complete in which to respond.
- (d) CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Owner or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Owner's proposal to NYSERDA and HPD, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA and/or HPD may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA and/or HPD comes to know of the fact, previously unknown to it, that Owner or any of its principals is under such indictment or has been so convicted, then NYSERDA and/or HPD may exercise its right to terminate this Agreement. If the Owner knowingly withheld information about such an indictment or conviction, NYSERDA and/or HPD may declare the Agreement null and void and may seek legal remedies against the Owner and its principals. The Owner or its principals may also be subject to

penalties for any violation of law which may apply in the particular circumstances. For an Owner which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, Owner, or directors or members of any similar governing body, as applicable.

**26. Entire Agreement.**

These Terms and Conditions, including Exhibits, constitutes the final, complete and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or in writing. The Parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement.

**27. All Legal Provisions Deemed Included.**

It is the intent and understanding of the Owner and NYSERDA and/or HPD that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Owner, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

**28. Other Legal Requirements.**

The references to particular laws of the State of New York in these Terms and Conditions are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Owner to comply with all legal requirements

**29. Owner Agreement to Terms and Conditions.**

The undersigned certifies that he or she is authorized to act on behalf of the Owner, and that all information provided in this document, including any attachments, is true and correct to the best of his or her knowledge. The undersigned has read and understands the above Terms and Conditions which are part of this Agreement and agrees on behalf of the Owner to abide by them.

**30. NYSERDA Customer Consent Form.**

Owner agrees and authorizes their utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building, building or subsets of the project.) Owner agrees and authorizes the sharing of the participant-customer's information and/or

project-level information with New York State Department of Public Service Staff and appropriate local utility, including its agents or authorized representatives, in carrying out its responsibilities under New York State Public Service Commission orders. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, whole building, building or subsets of the project.)

[NO FURTHER TEXT ON THIS PAGE]

August 2024

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first set forth hereinabove.

**OWNER:**

[NAME OF ENTITY THAT IS OWNER],  
a [New York] entity

By: \_\_\_\_\_

Name:

Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

August 2024

**HPD:**

THE CITY OF NEW YORK, acting by and  
through its DEPARTMENT OF HOUSING  
PRESERVATION AND DEVELOPMENT

By: \_\_\_\_\_

Name:

Title:

**NYSERDA:**

On behalf of the New York State Energy  
Research and Development Authority

By: \_\_\_\_\_

Name:

Title:



August 2024

**Exhibit A: Property Description**

Please list all properties that are part of this agreement:

Address, Borough: Block: Lot

August 2024

**Exhibit B: REDi: EB Program Term Sheet**

This project is subject to the terms and scope outlined in the REDi: EB Program Term Sheet:

- REDi: EB Term Sheet (August 2024)

*Note that REDi: EB Term Sheet may be updated periodically during the REDi: EB program. Projects will be subject to the terms and scope agreed to in this document. The document can be found here: <https://www.nyc.gov/site/hpd/services-and-information/redi.page>*

August 2024

### **Exhibit C: Technical Requirements**

This project is subject to the following Technical Requirements (check all that apply):

- Technical Requirements – Split System Heat Pump for Space Heating (August 2024)
- Technical Requirements - Heat Pump Water Heater (August 2024)
- Technical Requirements - Room Heat Pump (August 2024)

*Note that Technical Requirements may be updated periodically during the REDi: EB program. Projects will be subject to the technical requirements agreed to in this document but may optionally comply with new requirements. The document can be found here:*

*<https://www.nyc.gov/site/hpd/services-and-information/redi.page>*