**NY Home Performance with ENERGY STAR®**

**Homeowner Declaration**

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 [Homeowner]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address]

I understand that the New York Home Performance with ENERGY STAR program (“Program”) is offering to modify Program rules to help facilitate assistance to those who sustained property damage as a result of Hurricane Sandy. To access this assistance the homeowner must declare that the total benefit they are receiving from all sources (including, but not limited to: Federal Emergency Management Agency (FEMA), insurance settlements, utility rebates, and program incentives) together do not exceed 100% of the total cost of repairs to the property.

This assistance is available to all households in the 13 counties designated by FEMA as eligible for disaster assistance:

Bronx, Kings, New York, Richmond, Queens, Nassau, Suffolk, Westchester, Putnam, Orange, Rockland, Sullivan, and Ulster

**Removal of Test-in Requirements.** Test-in requirements will be waived for storm damaged homes that are not in a condition that can support test-in. The home must be habitable at the time of test-out.

**Loan Approvals.**  Loan approvals will be extended to accommodate for delays in the installation of approved energy efficiency measures. If a loan approval is extended, Homeowners will not be required to re-qualify for the loan. The $150 loan processing fee will be waived for a customer applying for a second loan when work on both projects will be completed within 12 months of the original application. (Note: A homeowner may obtain more than one loan for up to a combined total of $25,000 subject to the 15 year payback rule on the combined total of the loans. Only one loan at property can be an On-Bill Recovery (OBR) loan.)

**Ability to Finance Storm Repair Work.**  Storm repair work will be treated as a health & safety measure. The dollar value of health & safety measures, accessories, and efficiency measures not listed in the pre-qualified list that are allowed to be excluded from cost-effectiveness calculation of an Unsecured Loan remains at 15% of the total project cost with a cap of $2,000.

**Punch List Items.** Loans may be closed with punch list items, provided that the punch list items do not to exceed 15% of the loan amount, and are to be completed by the contractor when circumstances permit. The Certificate of Completion must describe and value the incomplete work and anticipated completion date. The contractor will owe a refund to the customer if the work is not completed within the timeframe agreed to with the customer. The HEMI or Assisted subsidy will be paid upon approval of the initial Certificate of Completion. Contractor incentives up to the value of the punch list items will be withheld until the items are complete or deleted and documented on a final Certificate of Completion.

**Establishment of Base Case Efficiency.**  For the purposes of energy modeling, the efficiency (e.g. AFUE, EF) of inoperable space and water heating equipment shall be assumed to be the rated or “nameplate” efficiency of the equipment. If the rated efficiency of the equipment is unavailable (e.g. equipment no longer on the premises), contractors shall interview the homeowner to ascertain the equipment type, vintage, etc. and use their best judgment to estimate equipment efficiency.

The R-Value and/or U-Factor of exterior surfaces shall be modeled as closely as possible to the pre-flood condition accounting for degradation following BPI guidelines.

**Coordination with FEMA Award, Insurance, or Rebates.** TheHEMI and Assisted subsidy will be reduced if the total benefit from all sources (FEMA, insurance, utility rebates, and program incentives) together exceeds 100% of the cost of the replacement. Documentation of all awards must be provided to the program.

I declare that I have or will receive monies in the amounts listed below from FEMA, insurance settlement, and/or other sources due to the storm related damage, and that I have provided documentation related to any monies received (e.g. FEMA award letter) :

|  |  |
| --- | --- |
| **Funding Source** | **Amount** |
| FEMA | $ |
| Insurance | $ |
| Other (please specify:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) | $ |
| Total | $ |

I additionally declare that the total cost of repairs to the property is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**I declare under penalty of perjury that this information is true and correct, and I make this declaration with the understanding that a person who makes a false declaration is liable to penalties under the law.**

Declared by this day of 20

Signature of person making this declaration