

Reytor

FREE WEATHERIZATION AVAILABLE TO YOU!
also

FREE HEATING SYSTEM REPLACEMENT
AVAILABLE TO YOU

Dear ABCD Fuel Assistance Client:

March 5, 2009

You are eligible for free weatherization or you may qualify for a Heating System Replacement through the ABCD Energy Programs.

A weatherized home saves 20% or more per year in fuel costs. Weatherization provides door weatherstripping, attic and wall insulation, air sealing, and other related repairs at no cost to you or your landlord.

We can also replace an inefficient heating system at no cost to you or your landlord, which will further reduce your heating costs.

As a Fuel assistance client we are requiring you to consider weatherization and/or a heating system replacement by completing the attached form.

Whether or not you wish to have your home weatherized or consider a heating system replacement, you must sign the attached form and check off if you are interested—or not. Sign your name, have your landlord sign their name and check either YES—I am interested, or NO—I am not interested.

You must return the enclosed form in the envelope provided with either yes or no and signatures from you and your landlord. For more information, please call ABCD Energy Programs at (617) 357-6012.

Sincerely,

ABCD Fuel Assistance/Energy Programs

KT/vln

Enclosure: ABCD WEATHERIZATION PROGRAM, Agreement.

ABCD WEATHERIZATION PROGRAM

Fuel Applic. # _____

ABCD TENANT/PROPERTY OWNER/AGENCY WEATHERIZATION/HEATING SYSTEM REPLACEMENT AGREEMENT

1) The parties to this Agreement are the following:

_____ (hereinafter Tenant),

_____ (hereinafter Property Owner)

Action for Boston Community Development, Inc. (ABCD) (hereinafter Agency).

In consideration of the mutual promises hereafter stated, the Parties agree as follows:

2) The date of Agency's signature will be the effective date of this Agreement.

3) The Property Owner and Tenant consent and agree that the Agency may do the Following with respect to the property located at:

_____ Unit # _____
and currently leased or rented to the Tenant:

Enter the premises to perform weatherization work and/or heating system work which the Agency determines in its discretion is necessary and appropriate as a result of the Agency's inspection of the property and in accordance with the appropriate priority list for the type of dwelling. The Agency and Agency's contractors may also enter appropriate common areas of the building for the purpose of accomplishing the weatherization and/or heating system work. The Agency will provide reasonable notice of the timing of the weatherization and/or heating system work and inspections. The weatherization and/or heating system work will be performed in accordance with the Property Owner's consent as further specified below (INITIAL ONLY ONE):

_____ I consent to performance by the Agency and its contractors of any weatherization and/or heating system work determined necessary and appropriate by the Agency as a result of its inspection of the property. I understand that the Agency will provide a detailed statement of the actual work performed and the associated value at the completion of the work.

OR

_____ I will provide a separate consent to performance by the Agency and its contractors of weatherization and/or heating system work following my receipt of the Agency's inspection report and a statement of the estimated work and associated value. This additional consent will be attached to this Agreement as Attachment A. I understand that the Agency will provide a detailed statement of the actual work performed and the associated value at the completion of the work.

4) The Property Owner understands and agrees that any and all work, including related repairs for which the Property may also be eligible, will be performed at the Agency's discretion. The Agency estimates completion of the weatherization and/or heating system work by the end of _____ (month and year).

- 5) *The Property Owner and Tenant authorize the Agency to receive a statement from the fuel supplier/utility supplier as to the quantity of fuel/utilities used at the above address in each of the past three (3) years and the future three (3) years. The information is to be used only to determine cost effectiveness of the energy efficiency improvements.*
- 6) *The Property Owner agrees that the rent for the dwelling unit will not be raised because of any increase in the value thereof due solely to the weatherization and/or heating system work performed.*
- 7) *In consideration of the weatherization and/or heating system work hereunder, the Property Owner further agrees that upon the effective date of this Agreement, and during a period extending through _____(date):*
- a) *The present rent of \$ _____ per _____ will not be raised according to item (6) above for:*
- ONE YR for weatherization work only from date of completion of this work;*
- TWO YRS for heating system replacement from date of completion of this work;*
- However, this Paragraph 7(a) may be waived by the Agency in writing if, and only if, the premises are leased under a state of federal rent subsidy program, in which case the actual rent charged by the Owner shall conform to the standards of the rent subsidy program.*
- b) *The Property Owner will not institute any summary process action for possession except in the case of nonpayment of rent or other good cause related to the Tenant (or any successor Tenant).*
- c) *In the event the Property Owner decides to sell the premises, the Property Owner shall comply with one of the two requirements below:*
- The Property Owner shall not sell the premises unless the buyer agrees (with a copy forwarded to the Agency) in writing prior to sale to assume all the obligations of the Property Owner set out in this Agreement;*
- OR
- The Property Owner shall pay the Agency an amount equal to the cost, as certified by the Agency, of the weatherization and/or heating system materials installed and labor performed in the premises as of the date of sale. Said amount shall be paid to the Agency immediately upon sale.*
- 8) *The Parties agree that the terms of this Agreement are incorporated into any other lease or agreement between the Property Owner and the Tenant, and between the Property Owner and any successor Tenant, and if there is any conflict between the provisions of this Agreement and the provisions of such other lease or agreement, the provisions of this Agreement shall govern. However, if such other lease or agreement, including without limitation a lease or agreement under a state or federal rent subsidy program, contains stronger protections for the Tenant, such stronger protections shall apply.*

- 9) *For breach of this Agreement by the Property Owner, Property Owner shall reimburse the Agency in an amount equal to the cost, as certified by the Agency, of weatherization and/or heating system materials installed and labor performed on the premises, as well as attorney's fees and court costs. Property Owner may also be liable for damages to Tenant in accordance with applicable law; in such instance, Property Owner shall reimburse Tenant for attorney's fees and court costs. Without limiting the foregoing, Agency may at its option terminate this Agreement by providing written notice to Property Owner and Tenant, in the event of breach by Property Owner or Tenant.*
- 10) *Performance of the weatherization and/or heating system work hereunder by the Agency is contingent upon the availability of funds to the Agency from the Commonwealth of Massachusetts and the federal government, as well as the eligibility of the Tenant under WAP/HEARTWAP program requirements. The Agency may terminate this Agreement by providing written notice to the Property Owner and Tenant, if the Agency determines that the unavailability of funds or ineligibility of the Tenant warrants termination.*
- 11) *The Parties acknowledge that this Agreement is under seal. It is intended by the Parties that the Tenant or any successor Tenant is the intended beneficiary of this Agreement and shall have a right of enforcement.*

PROPERTY OWNER

TENANT

___ YES, I DO want Tenant's apartment weatherized

Tenant Name

___ YES, I DO want an inefficient heating system replaced

___ NO, I do NOT WANT Tenant's apartment weatherized

___ NO, I do NOT WANT Tenants inefficient heating system replaced

Property Owner Signature

Tenant Signature

Address

Address

Telephone (Work)

Telephone (Work)

Telephone (Home)

Telephone (Home)

Date

Date

AGENCY

Action for Boston Community Development, Inc. (ABCD)

By _____

Title _____

Date _____



Action for Boston Community Development

Inc. 178 TREMONT STREET, BOSTON, MASSACHUSETTS 02111-1093
TELEPHONE: (617) 357-6000 TTY: (617) 423-9215 FAX: (617) 357-6041

CWR

Dear Fuel Assistance Client: Re: ABCD Weatherization Program & Application

The Weatherization Program provides substantial conservation work to eligible homeowners and tenants at NO COST. The work performed includes door weather-stripping, attic and wall insulation, and air sealing. All homes and apartments are inspected before and after the work is completed by trained Program Energy Inspectors. All of the Weatherization Program contractors are licensed and fully insured, and have at least 10 years of experience.

WE CAN SPEND AS MUCH AS \$4,500 IN WEATHERIZATION IMPROVEMENTS.

Homeowners who have their homes weatherized can realize a fuel savings of 20% or more per year. For homeowners that also received ABCD Fuel Assistance, the energy savings will be greatly increased. When the Weatherization work is completed, the building itself is upgraded. An upgraded energy-efficient home/apartment offers increased comfort and improved quality of living.

In order to receive the benefits of the Weatherization Program, WE MUST HAVE THE ENCLOSED APPLICATION FORM SIGNED BY YOU. Please complete the APPLICATION FORM, and return it to:

ABCD Weatherization Program
Attn: Diane Ruzik, 4th flr
178 Tremont Street, Boston, MA 02111

If you have any questions, please:

Call me at 348-6436
Voice Mail at 348-6419, or call 357-6012 and ask for Diane.

Sincerely,

Diane Ruzik
ABCD Weatherization Program

/vln

Enclosure: Weatherization Agreement (Conservation Work Permit)

1008



**Action for Boston
Community Development
Inc.**

178 TREMONT STREET, BOSTON, MASSACHUSETTS 02111-1093
TELEPHONE: (617) 357-6000 TTY: (617) 423-9215 FAX: (617) 357-6041

AGREEMENT FORM FOR WEATHERIZATION

ABCD CONSERVATION PROGRAMS WORK PERMIT

Fuel Application # _____

I, _____ (authorized agent) for the property,
(Print Name)

which is located at:

hereby authorize ABCD and its subcontractors to perform the following work/inspections on the above named property, consistent with all applicable Federal, State and local regulations. (Check ALL that apply.)

- Perform inspections and diagnostic testing within the dwelling unit.
- Perform cleaning, tuning and repairs to the heating system.
- Install replacement-- system/burner/oil tank, including removal of old parts.
- Perform asbestos abatement consistent with all applicable Federal, State and local regulations concerning handling, removal and disposition.
- Weatherization of the dwelling unit-- insulation of attic and walls, weather-stripping and air sealing.
- And such other particulars as may be attached to this agreement.

Signed _____ Date _____

Telephone: Home _____ Other Tel. _____

708

AGREEMENT FORM FOR WEATHERIZATION



TRI-CITY COMMUNITY ACTION PROGRAM, INC.
110 Pleasant Street, Malden, MA 02148

FUEL ASSISTANCE
781-322-6284
ENERGY CONSERVATION
Weatherization/Heating Systems
781-322-4190

Dear Mr

Per your request, enclosed for you and your landlord to sign is the agreement that Tri-CAP requires prior to Weatherization work being performed. Once signed, and returned to this office, the agreement allows Tri-CAP to perform an energy audit at your home or apartment.

This audit will be used to identify what can be done to lower your heating costs and improve your level of comfort. Weatherization work *may* include; insulating of the exterior walls of the home or apartment, attic insulation and ventilation, weather-stripping, repairs to windows and doors, air sealing and insulation of heating pipes or ducts.

There is no charge for this work to be performed. However, in the signing of the agreement your landlord and/or homeowner agrees' to the following;

1. Not to raise your rent due to the weatherization work.
2. Not to raise your rent until one year from the date the work is completed.
3. Not to evict you except for failure to pay rent or other "good cause".

If you have any questions regarding this agreement please call 1-781-322-4190. If not, please sign the agreement, along with the landlord/homeowner, and return to Tri-CAP at the above listed address.

TENANT: Please retain this sheet for your records.



TRI-CITY COMMUNITY ACTION PROGRAM, INC.
110 Pleasant Street, Malden, MA 02148

FUEL ASSISTANCE
781-322-6284
ENERGY CONSERVATION
Weatherization/Heating Systems
781-322-4190

DT: 12/10/08

RE: 808 Broadway #2
Everett, Ma 02149

Dear [REDACTED]

Your tenant, listed above, is interested in Tri-CAP's Weatherization Program. If your tenant(s) is/are eligible, with your written consent, Tri-CAP can inspect the property. The inspection will be used to determine the most appropriate energy conservation measures for your tenant's apartment or house.

Weatherization measures are installed by fully insured, licensed and professional contractors at no cost to you or your tenant.

Insulation of the exterior walls, as well as the attic area(s), will keep the living spaces warmer in the winter and cooler in the summer. Also, we need to become less dependent upon foreign oil and energy conservation is *the* way to accomplish this.

In return for this work Tri-CAP requires that you agree to the following terms:

1. To not raise the rent(s) because of the work that Tri-CAP performs for a period of one (1) year from the date of the completed work.
2. To not evict the tenant(s) during the agreement period except for "good cause" related to the tenant's failure to pay rent or other serious or repeated violations of the terms of tenancy.

If you have any questions, or concerns, feel free to call our Energy Conservation office at 781-322-4190.

Landlord/Homeowner: Please retain this sheet for your records.




TRI-CITY COMMUNITY ACTION PROGRAM, INC.
110 Pleasant Street, Malden, MA 02148

FUEL ASSISTANCE
781-322-6284
ENERGY CONSERVATION
Weatherization/Heating Systems
781-322-4190

TRI-CAP
TENANT / PROPERTY OWNER
WEATHERIZATION AGREEMENT


1. The parties to this agreement are the following:

 _____ (Hereafter: **Tenant**)

 _____ (Hereafter: **Property Owner**)

Tri-City Community Action Program (Tri-CAP) (Hereafter: **Agency**)

In consideration of the mutual promises hereafter stated, the Parties agree as follows:

- 2. The date of Tri-CAP's signature will be the effective date of this agreement.
- 3. The **Property Owner** and **Tenant** consent and agree that the **Agency** may do the following with respect to the property located at  _____
unit# _____ and currently leased, or rented, to the **Tenant**:

- A. Enter the premises for the purpose of performing a **Weatherization** inspection.
- B. Enter the premises to perform **Weatherization** work which Tri-CAP determines, with Its' discretion, is necessary and appropriate as a result of Tri-Cap's inspection of the property and in accordance with the appropriate priority list for the type of dwelling (see Attachment A). Tri-CAP and its' Contractors may also enter appropriate common areas of the dwelling for the purposes of accomplishing the **Weatherization** work. Tri-CAP and the representatives of the Commonwealth of Massachusetts, Department of Housing and Community Development may further enter the property to inspect and, and all, work hereunder. Tri-CAP will provide reasonable notice of the timing of the **Weatherization** work and inspections.

The **Weatherization** work will be performed in accordance with the **Property Owner's** consent as further specified below.

(Property Owner: Please Initial One of the Following)

_____ I consent to performance by Tri-CAP and its' contractors of any **Weatherization** work determined necessary and appropriate by Tri-CAP as a result of its' inspection of the property. I understand that the agency will provide a detailed statement of the actual work performed and the associated value at the completion of the work.

or

_____ I will provide a separate consent to performance by Tri-CAP and its' contractors of weatherized work following my receipt of the agency's inspection report and a statement of the estimated work and associated value. The additional consent will be attached to the agreement as Attachment B. I understand that Tri-CAP will provide a detailed statement of the actual work performed and the associated value at the completion of the work.

4. The **Property Owner** understands, and agrees, that any, and all, work including related repairs for which the property may also be eligible, will be performed at the **Agency's** discretion. Tri-CAP estimates completion of the Weatherization work by the end of 05/09.
5. If the **Property Owner** is required to make repairs to the property prior to the commencement of the Weatherization work by the **Agency**, the **Property Owner** agrees to complete the repairs by N/A. Except, where the **Property Owner** receives a written extension from Tri-CAP.
6. The **Property Owner** and **Tenant** authorize Tri-CAP to receive a statement from the fuel/utility supplier as to the quantities of fuel/utilities at the above address. This statement may cover the previous three (3) years' usage as well as the future three (3) years' usage. The information provided by the fuel/utility supplier will only be used to determine the cost effectiveness of Weatherization measures.
7. The **Property Owner** agrees that the rent for the dwelling will not be raised because of any increase in dwelling's value due solely to the Weatherization work performed.
8. In consideration of the Weatherization work hereunder, the **Property Owner** further agrees that upon the effective date of this Agreement and during a period extending through 05/10.
(If Highlighted: Please fill in Total Rent)
- A. The present rent of \$ _____ per month will not be raised without "good cause" (See B.).
 However, this paragraph (A) may be waived by the **Agency** in writing if, and only if, the premises are leased under a state or federal rent subsidy program. In this case the actual rent charged by the **Property Owner** shall conform to the standards of the rent subsidy program.
- B. The **Property Owner** will not institute any summary process action for possession except in case of non-payment of rent or other "good cause" related to the tenant (Or any successor tenant).
- C. In the event that the **Property Owner** decides to sell the premises, the **Property Owner** shall comply with one of the two requirements below;
 The **Property Owner** shall not sell the premises unless the buyer agrees (with a copy sent to Tri-CAP) in writing prior to the sale to assume all obligations of the **Property Owner** set out in this Agreement
~~-OR-~~
 The **Property Owner** shall pay Tri-CAP an amount equal to the cost, as certified by the **Agency**, of the Weatherization materials installed and labor performed on the premises as of sale date. Said amount shall be paid to the **Agency** immediately upon the sale.
9. Applicable only if the Tenant's Heat is included in the Rent and the blanks are filled in:

At the end of the period set forth in Paragraph 8 above, the rent shall not be raised more than xxxxx% per year for an additional period of xxxxxx years. The provision of 8B and 8C above shall continue in effect for the specified period. However, the rent provisions of this Paragraph 9 may be waived by the **Agency** in writing if, and only if, the premises are leased under a state or federal rent subsidy program. The actual rent charged by the **Property Owner** shall conform to the standards of the rent subsidy program.

- 10. The Parties agree that the terms of this Agreement are incorporated into any other lease or agreement between the Property Owner and Tenant, and between the Property Owner and any successor tenant. If there is any conflict between the provisions of this Agreement and the provisions of any other such lease agreement, this Agreement shall govern. However, if such other lease, or agreement, including without limitation a lease or agreement under a state or federal rent subsidy program, contains stronger protection for the Tenant, the stronger protections shall apply.
- 11. For any breach of this Agreement by the Property Owner, the Property Owner shall reimburse Tri-CAP in an amount equal to the cost, as certified by the Agency, of the Weatherization materials installed and the cost of labor for such work. Also, the Property Owner shall reimburse the Tenant for attorney's fees and court costs. Without limiting the foregoing, the Agency may, at its' option, terminate this Agreement by providing written notice to the Property Owner and Tenant in the event of a breach by the Property Owner or Tenant.
- 12. Performance of the Weatherization work hereunder by the Agency is contingent upon the availability of funds to the Agency from the Commonwealth of Massachusetts and the Federal Government as well as the eligibility of the Tenant under Weatherization program requirements. The Agency may terminate this Agreement by providing written notice to the Property Owner and Tenant if the Agency determines the unavailability of funds or ineligibility of the Tenant.
- 13. The Parties acknowledge that this Agreement is under seal. It is intended by the Parties that the Tenant, or any successor Tenant, is the intended beneficiary of this Agreement and shall have the Right of Enforcement.

Tenant: Signature

Date

Property Owner: Signature

Date

Property Owner Address

(_____)_____
Prop. Owner: Telephone Number

Property Owner: City / State / Zip

Tri-CAP Energy Director

Date

Tri-CAP Executive Director

Date

PLEASE SUBMIT A COPY OF YOUR ELECTRIC BILL WITH THIS AGREEMENT