

WEATHERIZATION AGREEMENT

This agreement is made and entered into between:

(Legal name of local program operator) Hereinafter
referred to as the "Local Agency" and

(Name of Property Owner)

WHEREAS it is in the mutual interest of the parties referred to above to enter into agreement for the provision of weatherization;

AND WHEREAS the local agency, has been awarded a Weatherization Contract, under the "Energy Conservation in Existing Buildings Act of 1976, 42 U. S. C. 6861 et seq., enacted as Title IV of the Energy Conservation and Production Act, Pub. L. 94-385, 90 Stat. 1150 et seq., and amended by Title II, Part 2 of the National Energy Conservation Policy Act, Pub. L 95-619, 92 Stat. 611 et seq., and by the Energy Security Act. Pub. L. 96-294, 94 Stat. 611 et seq., from the State of Connecticut, Department of Energy and Environmental Protection (DEEP).

AND WHEREAS the local agency has agreed to conduct and implement a program of weatherization assistance, as approved by the United States Department of Energy (USDOE), and the State Connecticut, Department of Energy and Environmental Protection (DEEP).

IN ACCORDANCE WITH THE ABOVE, THE LOCAL AGENCY AGREES:

- (A) That it will provide weatherization services, as specified by the energy audit within allowable program dollar amounts. In buildings being weatherized under the 50% or 66% Rule, services other than attic and sidewall insulation may be restricted to the eligible unit(s).
- (B) Pursuant to 5 U.S.C. 552(b)(6), of the Freedom of Information Act, to keep confidential any specifically identifying information related to an individual's eligibility application or the individual's participation in the DOE weatherization assistance program.
- (C) That it will provide these services for eligible weatherization client(s) living at:

(name of street)

(town)

(zip)

THE PROPERTY OWNER FURTHER AGREES:

- (i) To grant permission for the local agency and its authorized representatives to enter upon the owner's property for the purpose of determining, installing weatherization measures, and evaluating the weatherization work provided from the date of execution of this agreement.
- (ii) To grant permission for DEEP, USDOE, and the Comptroller General of the United States, or any of their duly authorized representatives, access to the property referred to on page 1, for the purpose of evaluating, reviewing, and making an audit on the weatherization assistance provided by the local agency.
- (iii) To have all recommended measures as specified by the energy audit installed within allowable program dollar amounts, unless the local agency determines that a certain measure(s) should not be done.
- (iv) To accept responsibility for any construction waste, that may contain leaded materials, which will be generated from my property during the weatherization work. Before the waste is disposed, I will safely store it so that it is not accessible to others and does not contaminate the ground or area around it.
- (v) And certify that the dwelling is not currently under foreclosure, or for sale, nor will be for sale within six months of the date of this agreement.

FOR DWELLINGS NOT OWNER-OCCUPIED, THE OWNER FURTHER AGREES:

1. That there will be no eviction or removal of tenants, from the date the weatherization work is completed, so long as every on-going obligation and responsibility owed to the owner is complied with.
2. That if the tenant is leasing a low income federally subsidized apartment, then that rental contract agreement shall be in effect.
3. That there will be no increase in the rent paid by the tenants for a period of two years from the date the weatherization work is completed, unless the property owner can document that the increase is due to factors other than the weatherization assistance performed under this agreement.
4. The present rent being paid by the tenant is \$_____.
5. That the same rent will be charged to any successor tenant up to two years from the date of the last signatory, except as specified in number 3.
6. That the owner share of the cost of this work shall be 20% of the installed material cost of the building up to \$500 per eligible unit. The local agency will notify the property owner of the final amount and the measures to be installed, based on an energy audit of the dwelling unit.

THIS AGREEMENT SHALL BECOME EFFECTIVE AND BINDING, EXCEPT AS OTHERWISE STIPULATED, FROM THE DATE OF SIGNATURE OF THE LAST SIGNATORY. For buildings built prior to 1978, signatures of owner/authorized representative and tenant, if applicable, also signify receipt of EPA pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools".

By: _____ Date: _____
Owner or Authorized Representative

By: _____ Date: _____
Tenant/Weatherization Client

By: _____ Date: _____
Authorized Local Agency Signatory