

Cohoes Housing Authority

Administration Office
100 Manor Sites
Cohoes, N.Y. 12047
Phone: 518-235-4500
Fax: 518-(518) 235-8120

Air Conditioner Agreement for Installation and Removal at Mc Donald Towers

Please read entire policy and sign on page 4

APPLIANCE AGREEMENT: Air Conditioner Please choose ONLY ONE of the following payment options: ___ One payment of \$105.00 ___ Four payments of \$ 26.25 ___ Twelve payments of \$ 8.75	COHOES HOUSING AUTHORITY	Development
NAME (CHA tenant) _____ (Last Name) _____ (First Name)		
NAME (CHA co-tenant) _____ (Last Name) _____ (First Name)		
ADDRESS _____ Apt. # _____ _____		

1. Parties and Purpose

THE MAIN INTENT OF THE USE OF BRACKETS BY THE CHA IS TO PROVIDE A SAFER ENVIRONMENT TO THE TENANTS AND THE BUILDING.

This agreement (the "Agreement") between the Cohoes Housing Authority ("CHA") as Landlord, owner and/or operator of the above identified building (the "building") and the above identified tenant in the subject apartment listed above (the "apartment") , is for the purpose of granting permission to the Tenant to have the CHA install the A/C per the rules and regulations, maintain and operate the designated appliance of this Agreement, in the Apartment.

2. Installation:

The CHA will install and remove the Appliance in accordance with the applicable CHA Installation Instructions by a contractor hired by the CHA. Such installation must also conform to the manufacturer's specifications and all applicable law. All installations shall be installed by the CHA and the cost shall be charged to the tenant as an expense. The Appliance may not be placed or installed in a manner that blocks access to a room, denies required egress to a window, constitutes a fire hazard or diminishes the safety to the occupants of the Apartment or the Building. In the case of one window in a room the A/C is not permitted by code and housing regulations. No tenant is allowed to install or remove their own unit.

3. **Installation – Special Air Conditioner Rules**

- Limit the use of **two window** A/C's unit per Apartment.
- The capacity of the A/C unit is not to exceed 7 ½ amps. (See your dealer on this information).
- You must use a metal bracket to support your A/C unit.
- The A/C unit and bracket must be installed by a professional.
- The landlord's screens, windows and window casings will not be removed or damaged while this unit is installed. **No cardboard** will be used to make the unit operate more efficiently.
- The CHA will notify the tenants 30 days in advance that a contractor will be installing the units or removing the units at the end of the season. Units will be installed between May 15th and June 15th and removed no later than September 30th each year.
- In the event a tenant cannot meet that date or purchases a A/C unit after the scheduled installation a contractor will be hired but may charge an additional amount that will be added to the monthly charge to cover the additional costs.
- When contractor arrives tenant must have area cleared around the window and all parts and unit ready for installation. If not ready and contractor needs to spend more time than allocated or must return a surcharge maybe added to the installation and will be added to the tenants account.

4. **Maintenance and Operation**

Tenant shall maintain and operate the Appliance in a safe and responsible manner. Maintenance and operation of the Appliance shall be the sole responsibility of the Tenant at his/her own cost and expense. The Tenant shall not operate or run the Appliance continuously, when there is no reasonable need for such operation. Tenant must comply with all applicable laws, rules and regulations regarding the installation, use and

maintenance of the Appliance. In the event that CHA, in its sole discretion, determines that the Appliance, is a safety hazard, is not operating properly (e.g., leaks, causes flooding, is too noisy) or that its presence is a violation of law, the CHA at its discretion may require the Tenant either to correct the objectionable condition(s), or to remove the Appliance. Upon notification to remove, the CHA will have three (3) business days to remove the Appliance.

5. Electricity Usage:

The Tenant is encouraged to use an Appliance with a high Energy Efficiency Rating (EER). Tenant will not install or use any Appliance that does not conform to the following specifications:

The capacity of the air conditioner must not exceed the capacity of the house circuit of 15 amps.

6. Electrical Connection/Plug Adapter/Extension Cord

The use of a plug adapter (that connects a 3 prong plug to a 2-hole wall outlet is prohibited.

The use of an extension cord to connect the Appliance to an electrical outlet is acceptable if it is the proper size.

7. APPLIANCE USAGE FEES

The Tenant shall pay the electricity usage charge and the cost of the installation charge on a monthly basis in addition to monthly rent. This usage charge will be payable to the Landlord on the first day of each month for an entire year. The yearly charge starts when the appliance is installed and is divided into 12 month increments.

Rate of Usage Fee: \$ 105.00 annually which can be paid by one of three options:

- 1.** One payment of \$ 105.00.
- 2.** Four monthly payments of \$ 26.25.
- 3.** Twelve monthly payments of \$ 8.75.

The CHA will not charge **\$ 70.00** for the Metal Brackets that the CHA will provide to the tenants unless the bracket is lost or not returned upon move out by the tenant.

Termination of fees: The Tenant's obligation to pay the monthly usage fee continues regardless when the Appliance is removed from the Apartment. The CHA reserves the right to verify the Appliance's removal by Apartment inspection.

Non-payment of Usage Charges: The Tenant agrees that if any payment is in arrears, the Landlord has the right to remove the air conditioning unit until the full charge has been satisfied.

8. Right of Emergency Removal of an Appliance by CHA

In the event that the CHA determines that an Appliance is installed or operated in a manner that is dangerous and may cause immediate serious harm to person or property (e.g. an air conditioner is unstable and may fall out of the window, an appliance may cause a fire) the CHA reserves the right to IMMEDIATELY enter the Apartment and remove the Appliance or abate the emergency, even if no prior notice of such condition was given to the Tenant and even if no one is present in the Apartment at the time of entry.

9. Termination of Agreement by CHA:

CHA may terminate this Agreement and request in writing that the Tenant stop using and/or remove an Appliance from the Apartment. Termination of this Agreement may be due to the Tenant’s violation of its terms, non-payment of Usage Fee or for some other reason, to be determined at CHA’s sole discretion. If the Tenant fails to stop using and/or remove the Appliance from the Apartment or fails to pay the Usage Fee, such failure shall constitute a breach of CHA’s Rules and Regulations. If this agreement is terminated for non-payment of usage fees, CHA will commence a proceeding to terminate tenancy for breach of rules and regulations.

10. Termination of Agreement by Tenant:

Regardless of the desire of the tenant to remove the air conditioner, once the unit is installed the charge is in effect for the entire year or can be paid in full by the tenant for the costs incurred for the installation and the utility charged.

I, the undersigned, hereby certify that I have read and understand the rules, regulations and restrictions that are set forth in this Agreement.

Signature

Date

Signature

Date

Revised 1/2011