

ATER

Territorial Board of Residential Housing

Piazza Pozza 1/C - E 37123 VERONA

Website www.ater.vr.it – email info@ater.vr.it

MAINTENANCE OF BOILERS FOR HEATING

AND/OR PRODUCTION OF HOT WATER

(Resolution no. 7 of 1/06/2002)

RESOLUTION

SUBJECT: NO. 7 OF 11/06/2002

7/13744 MODIFICATION OF THE REGULATION AND THE PROCEDURE RELATIVE TO MAINTENANCE OF THE BOILERS

which replaces the text on "HEATING AND HOT WATER" in the Regulations printed in November 2000, with the wording specified here below:

MAINTENANCE OF BOILERS FOR HEATING AND/OR PRODUCTION OF HOT WATER

1. General

The tenant is under the obligation, according to current legislation (Presidential Decree no. 412/93 and subsequent modifications), using a technician in their trust, qualified to service boilers:

- a) To fill in and update the booklet of the boiler on an annual basis;
- b) To carry out its maintenance and cleaning on an annual basis;
- c) To have the fumes checked every two years.

2. Repairs

In the first 24 months from installation, the maintenance (replacement or repair) is at the total charge of the Board, subject to verification of the correct ordinary maintenance by the tenant, as described in point 1. The repair that is necessary is carried out by the tenant, to whom ATER reimburses the cost in full following presentation of the receipted invoice, From the third year, the tenant has the repairs to the boiler and the water heater carried out by the maintenance technician in his trust. If the cost is less or equal to €100, it will be at the total cost of the tenant; the expense in excess of €100 will be at the expense of ATER for 65% and the remaining 35% at the expense of the tenant. Reimbursement will be made only on presentation of the receipted invoice. In the case in which the assignee has not carried out all the operations of correct maintenance and operation of the boiler as at point 1, the contribution by the Board will be reduced by 25%.

3. Replacements

Any replacement of the boiler for the period from the third to the eighth year included is referred to the initiative and decision of the tenant, who must contact the maintenance firm of ATER, with 50% of the expense to be paid by the tenant and 50% by the Board, unless the replacement is not necessary due to fortuitous reasons which cannot be debited to the assignee and no repair is possible. In the latter case, ATER, having made all the ascertainties, will make the replacement, paying for it in full. The replacement of the boiler from the ninth year onwards after installation is carried out on the decision of the tenant, using the maintenance firm of ATER, with the reimbursement of expenses, by the assignee, to ATER, in the following percentage:

| | | | |
|-----------------------|---|---|-----|
| 9 th year | " | " | 45% |
| 10 th year | " | " | 40% |
| 11 th year | " | " | 35% |
| 12 th year | " | " | 30% |

| | | | |
|---------------------------|---|---|-----|
| 13 th year | “ | “ | 20% |
| 14 th year | “ | “ | 10” |
| 15 th onwards: | | 0 | |

In the event that the assignee has not carried out all the operations of maintenance and running of the boiler as per point 1, through checking the periodic maintenances recorded in the boiler booklet, his contribution will be increased by 10% with respect to that shown above.

4. Replacement and succession

In the event that a new tenant replaced another assignee due to cancellation, etc. of the property, ATER guarantees for the new assignee, in departure from the provisions of the previous points, the total reimbursement of expenses for the repair of the boiler in the first 24 months with effect from the time of allocation.

In the event of succession, each assignee responds only for the period of occupation with effect from the start of the lease.

For the purposes of this article (of the Regulations), there is no start of new lease in the cases of changing the name on the contract for whatever reason this is made (death, separation...) in favour of persons who are already members of the family occupying the apartment.

Before each handover of keys for cancellation and before exchange of property, the Maintenance Dept. Will check the state of maintenance of the boiler, inform the Tenants' and Legal Departments of the results for the purpose of any recovery of damage by the former assignee.

5. Elements of the heating system assimilated with the boiler

The **heating bodies**, the **valves**, the thermostats, the pipes for smoke and, for the properties served by district heating or by a centralized system, the district valves, the calorie meters and the electric circuits for the heating system are assimilated to the boiler. For these elements, the obligation of filling in and updating the apparatus's booklet is excluded.

The heating bodies and the relative valves can be assimilated to boilers as far as repairs are concerned. Any replacements remain at the full charge of ATER and are made following its technical ascertainties which certify they are needed-

6. Cleaning and unclogging

The relative operations are assimilated to the repairs after the third year.

APPLICATION FORM FOR REIMBURSEMENT OF EXPENSES FOR BOILER REPAIR

(to be sent by post or fax, together with a photocopy of a valid identity document of the person who signs, pursuant to art. 38 of Presidential Decree no. 445 of 28/12/2000).

Messrs. A.T.E.R
Piazza Pozza 1 C-E
37123 VERONA VR

I the undersigned.....

Assignee of the property in the municipality of

Via..... no. tel.-

HEREBY DECLARE

Having had to proceed with the repair of the boiler of the property which I have been allocated and having the booklet of the apparatus and (having/not having) regularly had it cleaned and the boiler fumes checked each year.

Considering that the cost for the repair as per the attached invoice exceeds €100, pursuant to the regulations in force,

I REQUEST

- The reimbursement of the sum of €..... equal to 65% of the cost borne in excess of €100, considering that I have the booklet of the boiler and have had the boiler cleaned and maintained every year;
- The reimbursement of the sum of €... equal to 40% of the cost borne in excess of €100, considering that I do not have the booklet of the boiler and/or I have not had the boiler regularly cleaned and maintained as above;

Please find attached:

- Receipted invoice of all the expense borne, equal to €....
- Copy of the boiler booklet with the notes on the maintenance;
- Copy of the identity document of the person signing pursuant to art. 38 of Presidential Decree no. 445 of 28/12/2000.
- Pursuant to Legislative Decree no. 19 of 30th June 2003, I **HEREBY AUTHORIZE** the treatment of the above personal information within the limits of the procedure in question and the statutory activities of ATER of Verona.

(place), (date).....

SIGNATURE

.....

EXTRACT OF THE REGULATIONS ON THE REPAIR OF BOILERS

(Resolution of the Board of Directors no. 7/13744 OF 11/06/2002)

In the case of malfunctioning of the boiler, the tenant must have it repaired by a technician in his trust. The cost of this work is totally at the charge of the tenant. In the event, however that the cost of the work exceeds Euro 100, the tenant may request a reimbursement from ATER, which is obliged to compensate him in the proportions described above, depending on the specific cases.

The reimbursement may take place by bank transfer to current account IBAN no.

Or by cheque, which the tenant can collect from the Accounts Office of ATER , Verona, Piazza Pozza 1/C-E or at the branch of the bank shown on the letter confirming payment.

APPLICATION FORM FOR REPLACEMENT OF BOILER

/to be signed and sent to the Maintenance Department of ATER or to be sent by post or fax to number 045&/8062432, together with a photocopy of a valid identity document of the person signing, pursuant to art. 38 of Presidential Decree no. 445 of 28/12/2000)

Messrs. ATER
Piazza Pozza 1 C-E
37123 VERONA VR

I the undersigned.....

Assignees of the property in the municipality of

Via..... no. tel.

HEREBY DECLARE

- That the boiler was installed years ago;
- That I have the booklet of the boiler and having/not having had it cleaned and having had the boiler fumes checked regularly every year.

AND REQUEST THE REPLACEMENT OF THE BOILER

I UNDERTAKE

To reimburse ATER of Verona, within and not more than 30 days from the receipt of the invoice of the sums due, calculated according to the percentage of, as according to the current regulation.

PLEASE FIND ATTACHED

- Technical Control Report issued by the boiler operator in my trust
- A copy of the boiler booklet with the notes on the maintenance carried out;
- Copy of the identity document of the person signing, pursuant to art. 38 of Presidential Decree no. 445 of 28/12/2000.

Pursuant to Legislative Decree no. 196 of 30th June 1993, I hereby **AUTHORIZE** the treatment of my personal information on the conditions and within the limits of the procedure in question and the statutory activities of ATER of Verona.

(place)....., (date).....

SIGNATURE

.....

EXTRACT FROM THE REGULATIONS IN FORCE ON THE REPLACEMENT OF BOILERS

(Resolution of the Board of Directors no. 7/13744 of 11/06/2002):

In the event of the replacement of the boiler, ATER is active through its maintenance firm, which will be appointed by the Maintenance Dept. Following the presentation of all the documentation as above. As for boilers less than 15 years old, following the installation by the ATER firm, the assignee will receive an invoice showing the total expense and the amount of reimbursement due to the undersigned Board, calculated according to the table shown here below:

- In the first **2 years** from installation, the boiler is under guarantee and, in the case of replacement, the expense will be at the complete cost of ATER;
- **From the 3rd to the 8th year** from installation, the assignee must reimburse ATER **50%** of the expense;
- **On the 9th year**, the assignee must reimburse **45%** of the expense;
- **On the 10th year**, the assignee must reimburse **40%** of the expense;
- **On the 11th year**, the assignee must reimburse **35%** of the expense;
- **On the 12th year**, the assignee must reimburse **30%** of the expense;
- **On the 13th year**, the assignee must reimburse **20%** of the expense;
- **On the 14th year**, the assignee must reimburse **10%** of the expense.

NB: All the percentages are increased by 10% in the event in which the boiler booklet is absent or all the ordinary maintenance compulsory by law has not been carried out.