

Clutha Warm Homes Programme Ratepayer Application

Introduction

By completing this application and the attached agreement, you are applying to the Clutha District Council for assistance through the Clutha Warm Homes (CWH) programme, to install the CWH solution(s) that are approved by the council for use within the programme and that have been specified for your property. As such, and for the purposes of this agreement, a CWH solution includes any work undertaken to improve the environmental or operational performance of a residential dwelling through installing or utilising any of the Clutha District Council approved products and services made available through the CWH programme.

Eligibility

To be eligible for this assistance all of the following must apply:

1. The property is located within the boundaries of the Clutha District Council. The property was built before the year 2008 (in the case of applications for assistance for insulation only).
2. The CWH Solution(s) you have selected, and the suppliers of those Solutions, are approved for inclusion in the Clutha District Council CWH Programme.
3. You are the legal owner(s), and ratepayer(s), of the residential dwelling
4. All rates are up-to-date and there have been no arrears of payments within the previous three years.
5. You agree to pay all your rates by direct debit on an agreed basis (ideally quarterly, monthly, fortnightly or weekly) for the period of the targeted rate.

Please note that a credit check may be required before Clutha District Council proceeds with your application. By signing this form, you are agreeing to allow Clutha District Council to undertake such a check. Clutha District Council may also perform a title search as part of its approval process. For the avoidance of doubt, Clutha District Council reserves all rights to approve or reject any application for any reason whatsoever. No legal or other obligations will arise between Clutha District Council and the homeowner until the Ratepayer Agreement has been signed by both parties.

Attach to this application:

- A signed copy of your selected quote(s) for installation of the CWH solution(s) in respect of which assistance is sought.
- A completed and signed direct debit form (if you are not already paying your rates via direct debit).

Applicant details

Name(s): (Provide the full names of all registered owners of the property)

Address of property:

Daytime contact number:

Email address:

Cost and funding of proposed solution(s)

CWH solution(s) for which you seek assistance:

Amount of assistance you are applying for: \$

Does the homeowner currently hold a community services card?

Yes/No

Rates Assessment Number

Demographic details

Demographic questions are designed to inform and develop the programme. Your answers will not affect the approval of your application.

Is the property that you are applying assistance for: a rental property or your own home

How many people permanently live in the household?

What age group(s) are the occupant(s) in the household (check as many as applicable)?

under 5yrs 5 – 20yrs 21 – 35yrs 36 – 50yrs 51 – 65yrs 66 – 80yrs over 80yrs

What ethnicity group(s) are the occupants in the household?

Do any of the occupants have health conditions related to cold, damp housing? If yes, please describe.

Summary of the scheme

The amount of the assistance available from the Clutha District Council is limited to the quoted cost of the solution(s), up to a maximum of \$5,000 inclusive of GST.

Clutha District Council will contract with the approved supplier(s) to install the Clutha Warm Homes solution(s) up to the amount of financial assistance approved and will pay the approved supplier directly for the work done under that contract.

If the total cost of the Solution(s) is in excess of the financial assistance available from Clutha District Council you will need to contract directly with the approved supplier(s) for completion of installation and pay for the balance of the cost of that work.

Clutha District Council will recover the approved financial assistance by means of a targeted rate levied against the property under the Local Government (Rating) Act 2002. The rate will be levied over a period of 5 years commencing from 1 July 2021 and will include provision for early repayment in the event you wish to pay the amount back more quickly. Early repayments will not incur any charges or penalties (but note clause 11(a) of the terms of the Ratepayer Agreement). The council will charge (as part of the targeted rate) interest on the outstanding amount. This is a daily compounding interest and is calculated at the end of each month. The interest will start accruing one month from the date the supplier is paid by the council

At the date of this agreement, interest will be 2.05 %. The interest rate will vary each year to reflect changes to Clutha District Council's cost of borrowing. A statement which will include a schedule of payments will be provided within one month of the supplier being paid by council.

If rates, including a warm homes targeted rate, are not paid on due date usual rates penalties will accrue.

You acknowledge that the amount paid by Clutha District Council will be equivalent to the GST inclusive amount which will be levied.

Clutha District Council's policy for rates payments provides that in anticipation of rates for subsequent financial years, a ratepayer may prepay all or part of a rate for any financial year before it becomes due for payment. In the instance where early payment is made it is a requirement to contact the Clutha Warm Homes Project administrator to identify the additional amount paid on what date. This is to avoid any overpayment and to ensure that the prepayment is correctly allocated in the council's records. Clutha District Council will then credit the payment to the ratepayer's account as set out in the Ratepayer Agreement.

If the full allowance of \$5,000 is not utilised by an initial warm homes action, you will have the opportunity to approach the council for a further application up to the full amount provided that a satisfactory payment record has been maintained. The amount that can be borrowed in this instance will be the difference between the initial amount borrowed and the maximum allowable amount of \$5,000 per property for the programme. The difference will not take into account any other amounts that may have been settled in the interim.

All legal owners of the property must sign this application form and any subsequent Ratepayer Agreement.

Application

I/we apply for assistance under the Clutha Warm Homes Programme. We agree, if the application is approved, to be bound by the attached agreement and acknowledge that the assistance provided by the Clutha District Council will be recovered under a targeted rate levied against the property over a period of 5 years commencing from 1 July 2021.

Signed by applicant(s)

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

**Clutha Warm Homes Programme
Ratepayer Agreement**

Date Day Month Year

Between _____
(jointly and severally "Ratepayer")

And **Clutha District Council**

Terms of this agreement

1. Clutha District Council agrees to provide to the Ratepayer the approved amount of assistance stated in the Clutha Warm Homes Programme agreement towards the installation of the specified Clutha Warm Homes Solution(s) ("Solution(s)") at the property described in the application (the "Property").
2. Within 7 working days of the date of the making of initial disclosure by Clutha District Council to the Ratepayer the Ratepayer may elect to cancel or withdraw from this agreement. If the Ratepayer exercises this right neither party will have any further obligation to the other under this agreement.
3. Following expiry of the 7 working day period referred to in clause 2, Clutha District Council will enter into a contract with the approved supplier(s) for the installation of the Solution(s), up to the amount of the financial assistance, and will pay the amount of the financial assistance to the approved supplier upon completion (subject to clause 12).
4. If there is an additional amount, the Ratepayer will enter into a contract with the approved supplier(s) for installation of the balance of the Solution(s) and will pay the balance of the quoted amount to the approved supplier upon completion.
5. The Ratepayer accepts responsibility for liaising with the approved suppliers(s) in relation to access to the Property to enable installation of the Solution(s).
6. If the Ratepayer is not satisfied with the Solution or the quality of the work undertaken in respect of a Solution by the approved supplier, the Ratepayer will take up the matter directly with the approved supplier and notify Clutha District Council of the action being taken.

Limitation on Clutha District Council's liability

7. Clutha District Council's obligations under this agreement to the Ratepayer are limited to payment of the amount of the financial assistance to the approved supplier(s) upon completion (subject to clause 12).
8. Without limiting the generality of clause 7, the Ratepayer agrees to release Clutha District Council to the fullest extent permitted by law from, and to indemnify Clutha District Council against, all or any liability and claims however arising out of the participation by the Ratepayer in the Clutha Warm Homes Programme or the installation of the Solution(s) or Clutha District Council making payment to the approved supplier.
9. The Ratepayer agrees that the Solution(s) have been selected by the Ratepayer solely in reliance upon the

Ratepayer's own judgment and not in reliance upon any warranty, express or implied, given by Clutha District Council as to the suitability of the Solution(s) for their intended use.

10. The Ratepayer should check with their insurance provider whether any alterations will still be covered before the Solution is installed at the Property.
11. Nothing in clauses 7, 8, or 9 affects any liability the approved suppliers(s) may have to the Ratepayer, in contract, tort or otherwise, arising from the installation of the Solution(s) or any damage caused to the Property in the course of installation of the Solution(s) and those clauses may not be relied on by the approved supplier(s) as limiting the liability of the approved suppliers(s) in any way.

Payments

12. Clutha District Council will pay the amount of the financial assistance to the approved supplier(s) once all works have been completed and provided that the installation has been completed to the satisfaction of Clutha District Council.
13. The Ratepayer will pay any further amounts owing to the approved suppliers(s) in relation to the installation of the Solution(s), over and above the amounts to be paid by the Clutha District Council.

Targeted rate

14. The Ratepayer acknowledges that Clutha District Council has agreed to provide the financial assistance on the basis that it will recover the amount of the assistance by levying a targeted rate against the Property under the Local Government (Rating) Act 2002. The rate will be levied over a period of five (5) years, commencing on 1 July 2021.
15. The targeted rate will be set by Clutha District Council at the start of each financial year (which currently runs from 1 July in one year to 30 June in the next year), and will be notified in the rates assessment issued for the Property for that financial year. The targeted rate for a particular financial year will be based on the outstanding balance at the end of the immediately preceding financial year, and will include provision for reimbursement (in the form of interest on the outstanding balance) of the average cost of borrowing incurred by Clutha District Council to provide the financial assistance plus a margin for administrative costs.
16. The interest component included in the targeted rate will start accruing from the 1st of July following the date that the supplier is paid by Clutha District Council.
17. The rates assessment issued in respect of each financial year

will specify the amount of the targeted rate for that financial year, the number of instalments which must be paid, and the amount and due date of each instalment. The payments required to be made (subject to the terms of this agreement, and subject to Clutha District Council's rights and powers to set or vary the targeted rate amounts, the instalment periods and amounts, and the due dates under the Local Government (Rating) Act 2002) are specified in the schedule to this agreement.

18. The following provisions apply to early payments:
 - a. If the Ratepayer pays all or any part of a targeted rate instalment before its due date, Clutha District Council will credit that payment to the targeted rate account on the due date for that instalment.
 - b. If the Ratepayer makes a payment in anticipation of a targeted rate to be levied in a subsequent financial year, Clutha District Council will credit that payment to the targeted rate account: (i) as soon as practicable after receipt; or (ii) on the next instalment date specified in the most recent rates assessment (but in any event no later than 30 June in the year in which that payment is made), as Clutha District Council may elect.
 - c. If the Ratepayer prepays the outstanding balance of the assistance (inclusive of the outstanding interest component and any outstanding late payment penalties) in full, Clutha District Council will credit that payment to the targeted rate account as soon as practicable after receipt.
19. If any part of a targeted rate is not paid by its due date, the standard penalty rate of 10% for unpaid rates will accrue.
20. The terms of this agreement and the liability of the Property for a targeted rate under this agreement will be disclosed on

any Land or Property Information Memorandum issued by Clutha District Council after the date of this agreement and so long as a targeted rate is being levied against the Property.

21. If the Ratepayer intends to sell the Property while a targeted rate is still being levied against the Property, (1) the Ratepayer must tell any prospective owner about the existence of the targeted rate, and include a written provision in any sale agreement recording that disclosure (2) the Ratepayer must notify the Clutha Warm Homes programme coordinator of the change in ownership in writing.
22. If the ratepayer fails to comply with the obligations in clause 21 the ratepayer will be personally liable for the outstanding amount despite having sold the property and Clutha District Council may demand the ratepayer must, within 21 days, pay all amounts that are unpaid or are still to be assessed in respect of the targeted rate (by any means available to Clutha District Council).

Information issues

23. Any information which the Ratepayer supplies to Clutha District Council for the purposes of this agreement may be disclosed to the Energy Efficiency and Conservation Authority (EECA) and used by Clutha District Council for research purposes.
24. In accordance with the Privacy Act 1993, the Ratepayer is entitled to have access to personal information held by Clutha District Council in connection with this agreement and to request correction of that information.

Savings

25. Nothing in this agreement excludes, limits, or otherwise prejudices Clutha District Council's rights, powers, discretions, or duties under any applicable legislation (including without limitation the Local Government (Rating) Act 2002).

Signed by Applicant(s)

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signed for and on behalf of the Clutha District Council by:

Name: Steve Hill
 Chief Executive
 Address Clutha District Council
 PO Box 25
 Balclutha 9240
 Phone: (03) 4190200

ACKNOWLEDGEMENT FORM

Please acknowledge that you have been informed of the following by ticking each box and signing in the space provided

1. Assistance provided by the Clutha Warm Homes programme accrues interest.

2. If I/we sell my/our property I/we must notify the new purchaser of the existence of a voluntary targeted rate attachment and include this fact in the Sales Agreement.

3. I/we agree to pay all of my/our rates by direct debit on an agreed basis (i.e. quarterly, monthly, fortnightly or weekly) for the period of the targeted rate.

4. I confirm the trust deed contains clauses that allow entry into this agreement.

I/we acknowledge the above _____ Home owner