

Warm Dunedin Application 2017 – 2018

By completing this application and attached agreement, you are applying to the Dunedin City Council (DCC) for financial assistance to install approved insulation and/or approved heating in your property as part of the DCC's Warm Dunedin programme.

To be eligible, you must:

- be the ratepayer of the property
- be up to date with your rates payments and have a good rates payment history
- provide a quote(s) for your insulation and/or approved heating from your chosen DCC-registered service provider(s)
- agree to pay all your rates by direct debit (monthly, fortnightly or weekly) for the period of the targeted rate (10 years). **Note: Your Warm Dunedin direct debit will begin in the rating year starting 1 July 2018.**
- when installing ceiling insulation, all exposed water pipes in the ceiling need to be insulated for frost protection
- when installing under floor insulation the ceiling insulation for the property must already be in place in the property up to at least an R value of 3.2
- when installing approved heating, insulation must be installed as part of this application, or already be in place in the property up to at least an R value of 3.2 in the ceiling and 1.4 in the floor with no gaps.
- the property is within the Dunedin City boundary and was built before the year 2000.

If you fulfil these criteria, please fill out the rest of this form and the ratepayer agreement. Your chosen service provider will help you with completing your application and then submit it to the DCC on your behalf.

Part 1: Your Details

1. Name: _____
2. Contact address: _____ Postcode: _____
3. Phone numbers: Daytime: _____ Evening: _____ Cell: _____
4. Email: _____
5. Address of property to which the application applies: _____

6. Rate Account ID for the property to which the application applies: _____

'Rate Account ID' can be found from the rates notice, or by calling (03) 477 4000 or from www.dunedin.govt.nz/services/rates-information.

Part 2: Your Warm Dunedin Retrofit

7. What work do you plan to have done? (Please tick appropriate option)
 Insulation:
 Approved heating: Heat pump Efficient log burner Pellet fire
 Externally-flued gas heater Decommission non-compliant wood burner
8. Name of DCC-approved service provider(s) you have chosen to carry out this work (you must attach the quote(s) to this application): **Smart Energy Solutions Limited**

9. Quote number(s): _____
10. Amount (if any) that you, the ratepayer(s), will pay upfront (inc GST): \$ _____
11. Amount of advance that you wish to request from the DCC (inc GST) \$ _____
Note: minimum \$500, maximum \$5,000 including GST.

Part 3: Additional information

12. How many years have you owned your property? _____
13. What year was the property built? _____
14. Do you rent out this property? Yes No

Important

I/we, being the ratepayer(s) of the property specified on this form, apply for the DCC's financial assistance. By signing this I acknowledge I have read, and agree to, the criteria in the Warm Dunedin Ratepayer Agreement and the Warm Dunedin Application Form and I have answered the questions truthfully and correctly. This application forms part of the Warm Dunedin Ratepayer Agreement once approved by the DCC.

SIGNED by all ratepayer(s) including a legal representative from any Trust listed as a ratepayer.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

PLEASE
SIGN
HERE

Privacy Act 1993: A summary of information provided in this application will be reported in due course to a Standing Committee of the Dunedin City Council. All personal information in this application form will be held by Dunedin City Council, PO Box 5045, Moray Place, Dunedin 9058. Under the Privacy Act 1993, all individuals have the right of access to, and correction of, their personal information held by Dunedin City Council.

Your Checklist – Have you:

- Completed the application form? Attached the quote from your chosen service provider?
- Completed the ratepayer agreement? Completed the Direct Debit form?
(Required, even if there is an existing Direct Debit in place)

When the ratepayer(s) has completed the application form and ratepayer agreement above with their chosen service provider, the service provider should post this application to:

Warm Dunedin, Dunedin City Council, PO Box 5045, Moray Place, Dunedin 9058 or drop off at: Customer Services Centre, 50 The Octagon, Dunedin; or Mosgiel Library and Service Centre, 7 Hartstonge Avenue, Mosgiel; or Port Chalmers Library and Service Centre, Corner Beach and Grey Streets, Port Chalmers; or Middlemarch Post Agency, Swansea Street, Middlemarch; or Waikouaiti Food Centre and Post Agency, 186 Main Road, Waikouaiti

Insulation Certificate (For Service Provider Use Only)

This section must be completed for all HEATING and PARTIAL INSULATION applications as applicable

This is to certify that the property at _____ has been checked as follows (please tick applicable boxes) :-

The ceiling insulation has been properly installed with no gaps and is above or equal to an R value of 3.2.

There is no ceiling access due to roof pitch or other reasons (please specify) _____

The under floor insulation has been properly installed with no gaps and is above or equal to an R value of 1.4.

There is no under floor access due to access or other reasons (please specify) _____

Name: _____ Signature: _____ Date: _____

Service Provider Name: _____

Warm Dunedin Ratepayer Agreement 2017 – 2018

BETWEEN: _____

Ratepayer(s) (please print your name clearly)

AND: The Dunedin City Council (DCC), a territorial local authority named in Schedule 2 of the Local Government Act 2002, which trades under the name of The Dunedin City Council.

Please read and sign this agreement

If there are more than four ratepayers for your property, each additional ratepayer should place their name and each signature at the end of this document. Where a professional trustee company is listed as an owner of the rate account, a representative from that company must sign.

The Warm Dunedin programme is run by the DCC, and is supported by the Energy Efficiency and Conservation Authority (EECA). The DCC offers Dunedin City ratepayers a financial advance of up to \$5,000, including GST, towards the installation of approved insulation and/or approved heating. Your application has specified the insulation and/or approved heating to be installed and the DCC will agree to pay the approved financial advance directly to the DCC-registered service provider upon satisfactory completion of the installation and will recover its costs through a targeted rate on your property.

All DCC rates incur GST.

You have applied for the DCC to assist in funding your insulation and/or approved heating with a DCC registered service provider at your property (specified in the Warm Dunedin Application Form). The DCC's signature on this agreement means it has approved your application and created a binding agreement.

The ratepayer and the DCC agree as follows:

1.0 The DCC to provide a service

- 1.1 The DCC accepts the ratepayer's application, and agrees to pay the approved financial advance directly to the DCC-registered service provider upon completion of the insulation and/or approved heating installation at the property stated on the application form.
- 1.2 The DCC will notify the ratepayer that their application has been approved and confirm the maximum financial advance being provided. The DCC will also confirm this amount directly with the DCC-registered service provider, who will then contact the ratepayer to commence the work.
- 1.3 The ratepayer must liaise directly with the DCC registered service provider in relation to all the details of installing the insulation and/or approved heating. The DCC-registered service provider should confirm payment terms with the ratepayer for any amounts above the DCC's approved financial assistance.
- 1.4 Once the approved service provider has installed the insulation and/or approved heating, it will invoice the DCC for the approved financial advance and seek payment from the ratepayer for any amount agreed to be paid upfront as specified in clause 11 of the application.
- 1.5 The date for commencement of the installation is required to be within three months (90 days) of signing this agreement. The work must be completed and the invoice received by the DCC by 31 May 2018.

- 1.6 Where the property has been randomly selected for an installation/Health and Safety audit, the ratepayer will allow access to the property for the purposes of the audit and wherever possible will assist the auditor to complete this task in a timely manner.

2.0 No liability for defective work

- 2.1 The ratepayer agrees that:
 - 2.1.1 If the ratepayer has any concerns about the quality of the installation, they should first contact their service provider.
 - 2.1.2 The DCC has no liability to the ratepayer whatsoever, whether in contract, tort, breach of statutory duty or otherwise, arising out of or in connection with the installation insulation and/or approved heating to the property, and
 - 2.1.3 The ratepayer is not entitled to any compensation from the DCC in respect of defects or damage to, or arising as a consequence of the provision of the insulation and/or approved heating to the property.
- 2.2 The ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which the DCC now or in the future possesses, or is entitled to by virtue of any statute or at common law.

3.0 Payment of the DCC-registered service provider

- 3.1 The DCC will pay the service provider the approved financial advance after the insulation and/or approved heating has been installed.
- 3.2 The approved financial assistance is the lesser of:
 - 3.2.1 The overall installation price, with an absolute maximum of \$5,000 (including GST) per property.
 - 3.2.2 The amount requested by the ratepayer in this application.
 - 3.2.3 The amount invoiced by the service provider to the DCC.

4.0 The DCC to assess targeted rate on the property

- 4.1 The ratepayer acknowledges the DCC will assess a targeted rate on the property each year, for an expected period of ten rating years, to fund the approved insulation and approved heating. The targeted rate will be used to recover all of the DCC's costs (including GST, administration costs and interest). The interest rate is 7.2% per annum fixed and applies from the time the service provider is paid by the DCC; repayments by the ratepayer to the DCC are made from the time of the rate strike (1 July 2018) for ten years after the targeted rate is struck.
- 4.2 The DCC intends to include the targeted rate on the Land Information Memorandum (LIM) for the property.

- 4.3 If the ratepayer fails to pay the rates invoice for the property by the due date, the provisions of the Local Government (Rating) Act 2002 apply and the ratepayer will incur penalties in the usual way in accordance with the DCC's policies.
- 4.4 The ratepayer must agree to pay all rates by direct debit (ideally weekly, fortnightly or monthly).

5.0 Sale of property with a targeted rate

- 5.1 If the ratepayer sells the property in the period after this agreement has been entered into, and while a targeted rate is still being charged against the property, the ratepayer must :-
- (1) notify the DCC in writing of the sale; and
 - (2) tell the prospective purchaser about the targeted rate and include provision in the sale and purchase agreement recording the disclosure.
- 5.2 Any failure by the ratepayer to comply with the obligations in clause 4.4 entitles the DCC to demand and receive payment from the ratepayer for all amounts that are unpaid or are still to be assessed in respect of the targeted rate (by any means available to the DCC).

6.0 Cancellation and Early Repayment

- 6.1 You can cancel your application up until the approved installation starts by informing the DCC and your service provider.
- 6.2 The ratepayer may repay the full outstanding balance of the targeted rate at any point during the 10 year period.

7.0 Information issues

- 7.1 Information which the ratepayer supplies to the DCC for the purposes of this application may be disclosed to EECA.
- 7.2 Privacy Act 1993: A summary of information provided in this application will be reported in due course to a Standing Committee of the Dunedin City Council. All personal information in this application form will be held by Dunedin City Council, PO Box 5045, Moray Place, Dunedin 9058. Under the Privacy Act 1993, all individuals have the right of access to, and correction of, their personal information held by Dunedin City Council.

Details of advance: Amount requested (Inc GST): \$ _____ Rate Account ID: _____

Property Address: _____

By signing this, I/we acknowledge I/we have read, and agree to, the criteria in the Warm Dunedin Application Form and the Warm Dunedin Ratepayer Agreement and have answered the questions truthfully and correctly. Signed by all ratepayer(s) including a legal representative from any Trust listed as a ratepayer. *(Please initial at the bottom of each page)*



Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

SIGNED for and on behalf of the DUNEDIN CITY COUNCIL by (for DCC use only):

Name: _____ Signature: _____

Position: _____ Date: _____

Terms and definitions

Approved heating: Energy Star-rated heat pumps and flued gas heaters as listed on the EECA Energywise site, or Ministry for the Environment's clean heating rated wood burners or pellet burners.

The Dunedin City Council (DCC): a local authority having its principal office at the Octagon, Dunedin, and its successors, and includes its agents, employees and contractors.

DCC-registered service provider: The Company providing insulation and/or heating that has been approved by DCC and is specified in this application.

EECA: The Energy Efficiency and Conservation Authority.

Interest: The interest rate is 7.2% per annum fixed from the time the DCC pays the service provider until the end of the 10 year repayment term and, except to the extent specified below:

Interest is charged to you monthly in arrears and the interest applicable to each quarter (being each three month period in a rating year, commencing 1 July) shall be included in your targeted rate. If you choose to pay your rates by way of one annual payment in any rating year, such annual payment shall equal the sum of all quarterly payments for the relevant rating year. Because you are repaying amounts to the DCC by way of a targeted rate, your payments (and the interest component of such payments) will be accrued and become payable in accordance with the payment dates for your local government rates.

Ratepayer(s): The person(s) named as the ratepayers in the rating information database and the district valuation roll for the property.

Targeted rate: The rate which the DCC will set and assess against the property to recover costs relating to the financial advance each rating year for a period of ten rating years to recover the costs and funding costs. These rates shall be set in accordance with the Local Government (Rating) Act 2002.



DUNEDIN CITY COUNCIL
Kaunhera-a-rahe o Otago

PO Box 5045, Moray Place, Dunedin 9058
Phone 477 4000,

RATES INCLUDING WARM DUNEDIN TARGETED RATE

Payplan Direct

To pay your Dunedin City Council Rates simply complete the areas below, sign and return this form in the 'Freepost' envelope provided. The Dunedin City Council will notify you once your application has been processed.

Your Details

Name of Rate Payer(s): _____
(Mr/Mrs/Miss/Ms) First Name(s) Last Name

Property Address: _____

Postal Address: _____

Telephone: (home) _____ (work) _____ Rate Reference Number: _____
From top right corner of your rate assessment notice

Payment Options

Weekly Fortnightly Monthly By Instalment

Preferred Day of the Week: _____ Preferred Start Date: _____

Details of the bank account from which you want to pay your rate account:

Important: Please attach an encoded deposit slip for your bank account.

Authority to Accept Direct Debits

(Not to operate as an assignment or agreement)

Account Name: _____

Account Number:

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Bank Branch Account Number Suffix

0	3	0	3	9	1	4
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Bank Name: _____ Bank Branch: _____

Branch PO Box No.: _____ Town/City: _____

I/We authorise you until further notice in writing to debit my/our account with you, all amounts which the Dunedin City Council (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Information to appear on my/our Bank Statement:

Payer Particulars:

D	C	C		R	A	T	E	S		
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 Payer Code:

R	T	Z							
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 Payer Reference:

--	--	--	--	--	--	--	--	--	--	--	--

Authorised Signature(s) _____ Date: _____

Authorised Signature(s) _____ Date: _____

Approved	
0391	
02	98

For Bank Use Only		
Date Received:	Date Received:	Date Received:

Bank Stamp

Conditions of this Authority to Accept Direct Debits

1. The Initiator:

- (a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either:
 - i) in writing: *or*
 - ii) by electronic mail where the Customer has provided prior written consent to the Initiator.
Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts. The Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.

In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of *at least 30 days before* changes come into effect. This notice must be provided either:
 - i) in writing: *or*
 - ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

OR

- a) Has agreed to give written advance notice to the Acceptor of the net amount of each Direct Debit and the due date of the debiting at least *10 calendar days before* (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This advance notice must be provided either:
 - i) in writing: *or*
 - ii) by electronic mail where the Customer has provided prior written consent to the Initiator.
The advance notice will include the following message:
Unless advice to the contrary is received from you by (date*), the amount of \$....., will be direct debited to your Bank account on (initiating date).*
*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
- b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- a) At any time, terminate this Authority as to future payments by giving written notice of termination of the Bank and to the Initiator.
- b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c) Where a variation to the amount agreed between the Initiator and the customer from time to time to be direct debited as been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank. PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The Customer acknowledges that:

- a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
- d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
- e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- f) Notice given by the Initiator in terms of Clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:

- a) In it's absolute discretion conclusively determine the order of priority payment by it or any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b) At any time terminate this authority as to future payments by notice in writing to me/us.
- c) Charge its current fees for this service in force from time to time.