

CLEAN HEAT FUNDING APPLICATION

Do you want a clean heat grant, or a loan?

To be eligible, you must be the named ratepayer on the Council's Rating Information Database and your rates payments must be up to date.

For a grant complete Section 1 on page 2, for a loan complete Section 2.

Loans are only available through Hawke's Bay Regional Council (HBRC) approved suppliers.

Homeowner and property information	
Name of property owner	
Property address	
Email	
Daytime phone number	
VRN (Valuation Roll Number)	
Is the home within a designated Airshed?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(If so, your current rate assessment will show a Clean Heat/Healthy Homes rate)</i>

**The Valuation Roll Number can be found on the property's rate assessment*

Ratepayer(s) Agreement

By completing this application you are applying to HBRC to:

- a) Contract a supplier to provide a clean heating or insulation service, or
- b) Receive a grant, as a contribution toward the cost of replacing a non compliant fire with a clean heat source

- I/we declare that the property information in this application form is correct and complete and accept the HBRC terms and conditions of the agreement as specified on pages three and four of this application.
- I authorise the Approved Service Provider below to submit this application and authorise HBRC to notify the Service Provider about any decision relating to my application.
- In applying for a Council Funded Clean Heating Service I give permission for the removal or permanent disablement of the non-compliant heating device being replaced, and access to my property for installation quality audit purposes

Signature (s)	Name (please print)

Approved Service Provider

I am aware of HBRC's requirements in relation to the permanent disablement of non-compliant heating devices and warrant that I will meet these requirements in respect of any Council funded Clean Heating Service undertaken in response to this application. I declare that the information in this application form is correct and complete to the best of my knowledge.

Company Name

Signature

Date

Please return to: heatsmart@hbrc.govt.nz or Heatsmart, Hawke's Bay Regional Council, 159 Dalton Street, Private Bag 6006 Napier 4142

Section One - Clean heat grant request \$608 (plus GST if applicable)

What type of heating is being replaced? **Open Fire** **Wood burner**
 What is it being replaced with? **Zero Emission** (heatpump, gas, infrared) **Low emission** (woodburner, other)

Please confirm the grant conditions with a tick:

I am applying for a one off grant to replace a non-compliant fire
 My non-compliant fire has been removed or decommissioned so it can't be used as a heat source in airsheds
 I have attached a building or electrical code of compliance certificate
 I have attached the installers invoice that confirms the fire has been removed or decommissioned
 Payment to be made to Account Number
 Payment to be made by posted cheque to: Name: Address:

Section Two - Clean heat and/or insulation loan request

What type of heating is being replaced? **Open Fire** **Wood burner**
 What is it being replaced with **Zero Emission** (heatpump, gas, infrared) **Low emission** (woodburner, other)

Please confirm the following loan conditions with a tick:

I own the property specified in this application and my rates payments are up to date with HBRC
 I am applying for a targeted rate to be applied to my property to install clean heating and/or insulation
 My non-compliant fire has been removed or decommissioned so it can't be used as a heat source in airsheds
 I have obtained quotes, and attached a copy of the chosen approved supplier's quote
 I have attached an automatic / direct debit payment form for my bank to pay the monthly cost of the loan
 Or, I have made arrangements for regular payments covering the monthly cost of the loan by internet to:
02 0700 0010824 05 Ref: 342 001 + property valuation role number

I have selected the amount of loan required from the table below (same or less than quote)

Clean heat loan amount*	Total to repay	Cost per month		Insulation loan amount*	Total to repay	Cost per month
1000	1180	9.83		1000	1360	11.33
1250	1483	12.33		1250	1700	14.17
1500	1770	14.75		1500	2040	17.00
1750	2070	17.25		1750	2380	19.83
2000	2370	19.75		2000	2720	22.67
2250	2660	22.17		2250	3060	25.50
2500	2960	24.67		2500	3400	28.33
2750	3260	27.17		2750	3740	31.17
3000	3560	29.67		3000	4080	34.00
3250	3850	32.08		3250	4420	36.83
3500	4150	34.58		3500	4760	39.67
3750	4440	37.00		3750	5100	42.50
4000	4740	39.50		4000	5450	45.42
4250	5040	42.00		4250	5790	48.25
4500	5330	44.42		4500	6130	51.08

*Interest rates from January 2017 (Clean Heat 3.5% - Insulation 6.5%)

Introduction

- 1.1. Council has developed a Clean Heat Financial Assistance Programme as a means of achieving an outcome of more Hawke's Bay homes fully insulated and efficiently heated, resulting in improved air quality.
- 1.2. The Property Owner(s)/Ratepayer(s) intend to have insulation and/or clean heating installed at the Property. The Ratepayer has applied to Council to have Council contract with an Approved Service Provider to provide part of that insulation and/or clean heating.
- 1.3. The Loan Application includes a quote for a particular Heat Smart Solution to be installed, and Council will contract the Approved Service Provider to install a part of that Heat Smart Solution. The Council Contracted Price for this part of the Heat Smart Solution will match the loan requested. Council will recover this Council Contracted Price by means of a targeted rate on the Ratepayer's Property (as outlined in clause 2 of this agreement).
- 1.4. The Ratepayer must separately engage and contract with the Approved Service Provider for any balance outstanding of the Heat Smart Solution.
- 1.5. By signing this application, the Ratepayer is authorising Council to contract the Approved Service Provider to provide Council Funded Installation Services to the Property to the value of the Council Contracted Price. When Council has approved this Agreement, there will be a binding contract between the Ratepayer and Council on the terms and conditions outlined in this document.

Ratepayer Agreement

- 2.1. The Ratepayer understands and accepts that the Ratepayer's Property will be assessed with a Targeted Rate for the recovery of the cost of insulation services and/or clean heating services to the value of the loan agreed with HBRC by the ratepayer.
- 2.2. The Ratepayer must complete an Automatic Payment or Direct Debit Authority form provided by Council which will facilitate the payment of the Targeted Rate assessed on the Property. This completed form shall be received by Council before it authorises the provision of the Council Funded Installation Service. The Ratepayer undertakes not to revoke the Automatic Payment Authority without the Council's consent.
- 2.3. Electronic transactions can be established as an alternate payment method and payments must be maintained to meet the annual rate, being at a minimum 1/10th of the total loan repayment amount. Failure to do so will incur penalty charges.
- 2.5. If the Ratepayer sells the Property during the period after this agreement has been entered into and while the Targeted Rate is still being assessed against the Property, the Ratepayer must advise the prospective purchaser about the Targeted Rate and terms and conditions pertaining to this agreement before selling the Property. The Ratepayer must also promptly advise Council of the sale of the Property.
- 2.6. In accordance with Council's policy for rates payments in anticipation of rates for subsequent financial years, the Ratepayer may pay all or part of the Targeted Rate for any financial year before it becomes due for payment.
- 2.7. 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 Council's policy.
- 2.8. Subject to any amendments marked by the Council on the Application, Council accepts the Ratepayer's Application. Once Council approves this agreement, it will instruct the Approved Service Provider to provide the Council Funded Installation Service at the Property. The agreement approved by Council is conditional on the Service Provider's acceptance of Council's engagement in respect of the delivery of the Council Funded Installation Service to the Property.
- 2.9. Council will instruct the Approved Service Provider to liaise directly with the Ratepayer in relation to the practical details of providing the Council Funded Insulation Service.
- 2.10. Once the Approved Service Provider has installed the Heat Smart Solution, they will invoice Council for the Council Funded Installation Service and seek payment from the Ratepayer for any additional amounts.

Liability for defective work. The Ratepayer agrees that:

Council 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 provision of the Council Funded Installation Services to the Property, and the Ratepayer is not entitled to any compensation from Council in respect of defects or damage to, or arising as a consequence of the provision of Council Funded Installation Services to, the Property, unless that liability or entitlement to compensation arises under the Consumer Guarantees Act 1993 or is any other liability or

entitlement which Council is not permitted, by law, to contract out of. However, this clause is not intended to affect any liability the Approved Service Provider may have to the Ratepayer in contract, tort or otherwise, and is not intended to be able to be relied on by the Approved Service Provider as limiting the Approved Service Provider's liability in any way.

The Ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which Council now or in the future possesses, or is entitled to by virtue of any statute or at common law.

Payment of the Approved Service Provider

Council will, as part of its contract with the Approved Service Provider, agree to pay the Approved Service Provider the Council Contracted Price for providing the Council Funded Installation Service.

The Ratepayer agrees to pay any contracted amounts owing to the Approved Service Provider in relation to the installation of the Heat Smart Solution at the Property which are in addition to the Council Contracted Price.

Information issues

In accordance with the Privacy Act 1993, the Ratepayer is entitled to have access to their personal information held by Council in connection with this agreement and to request correction of that information.

Guide to definitions in this agreement

<p>Approved Service Provider The service provider approved by HBRC and specified in the Application as the service provider to provide the Heat Smart Solution.</p>	<p>Heat Smart Solution The total combined insulation and/or clean heating services requested by the Ratepayer and detailed in the Application.</p>
<p>Application The application form submitted by the Ratepayer requesting the Council to contract an Approved Service Provider to provide insulation and/or clean heating at the Ratepayer's property.</p>	<p>Insulation Ceiling and floor insulation, ground damp lining.</p>
<p>Automatic Payment Authority An authority signed by the Ratepayer instructing the Ratepayer's bank to debit the Ratepayer's account with part of the Targeted Rate on a monthly basis.</p>	<p>Non-Compliant Heating Device means an open fire, or small scale solid fuel burner that does not meet the woodburner design standard specified in Regulation 23 of the Resource Management (National Environment Standards relating to Certain Air Pollutants, Dioxins and Other Toxics) Regulations 2004.</p>
<p>Clean Heating Zero or low emission heating ($0 < 1.5\text{grms/kg}$) including, externally flued gas heaters, efficient log burners, pellet fires, infra red panels and energy star rated heat pumps.</p>	<p>Property The Property where the Heat Smart solution is to be installed, as specified in the Application.</p>
<p>Council Contracted Price The price of the Council Funded Installation Service requested in the Application and approved by Council as specified in clause 1.3 of this contract.</p>	<p>Ratepayer The person(s) named as the Ratepayer in the rating information database and the district valuation roll for the property.</p>
<p>Council Funded Clean Heating Service That part of the Heat Smart Solution which Council has agreed to install on the Property through the provision of services to the value specified in Council Contracted Price.</p>	<p>Targeted Rate The rate which Council will set and assess against the Property to recover costs relating to the Council Funded Installation Service. This Targeted Rate amount is inclusive of GST</p>