## Background

1. Following the recent flooding disaster in the Whakatāne District Council is aware that there are a significant number of homeowners who are uninsured, or whose insurance is inadequate to effect complete repairs to flood affected houses.

2. Council is coordinating an effort involving qualified tradespeople and volunteers to provide assistance to uninsured and underinsured homeowners to effect urgent repairs with a view to making homes habitable.

3. Council's coordination efforts relate only to urgent essential work to make a home habitable. This does not include any decorative work, or work to restore a home to its original condition. Commercial properties and those that were not in permanent occupation at the time of the Tropical Cyclone Debbie flood event are not included.

4. Council's effort to coordinate assistance in effecting urgent essential repairs to flood affected homes in the Whakatāne District is being undertaken in two distinct phases. The key elements of each phase are described in Schedule 1 as attached. The Phases are:

**Phase One:** This is a preparation phase. It will include an assessment of damage and stripping wall linings, carpets and floors (where required) out of properties, to enable those buildings to dry out sufficiently for further repair, and to place a polyethylene sheet vapour barrier over the ground.

**Phase Two:** This is the repair phase. It will include the urgent essential building repairs including insulating under timber floors, relining walls, floors and ceilings, as required, and installing basic kitchen, bathroom and laundry facilities.

5. Funding for Phase Two has not yet been secured. Therefore, undertaking any part of Phase Two work is conditional on Council securing funding at a level Council considers adequate for this work.

6. Homeowners who wish to participate in the Council coordinated programme to undertake these urgent repairs will need to accept the terms and conditions set out in this deed.

## Owner Consent and Warranties

7. The assistance programme set out in this deed is only available to individuals. It is not available to companies, partnerships or commercial property owners.

8. The person who authorises Council, tradespersons and volunteers to undertake work on the property must be the registered proprietor (homeowner). All registered proprietors must sign this deed.

9. Funding for urgent essential repairs is limited. It is important that Council direct available assistance to those who most need it. Council therefore seeks an assurance from you as the affected homeowner that without the assistance programme set out in this letter you or your family are likely to suffer undue hardship. You warrant in favour of Council that:

(a) you are the registered proprietor of the affected property;

(b) the address of the property as set out in the attached information Schedule 1 is correct;

(c) you do not have access to alternative funding for urgent flood related repair work to make your home habitable;

(d) you do not have an alternative means of undertaking urgent flood related repair work to your home;

(e) your home is not insured or is under-insured, and full details of insurance have been provided to Council; and

(f) the property was your principal place of residence at the time of the Tropical Cyclone Debbie flood event in April 2017,

10. If you are a tenant, family member of the registered proprietor, or other person, this deed must be given to the registered proprietor who will need to authorise work on the property and sign this letter.

## Phase Two Works Conditional on Funding

11. By signing this deed, you acknowledge that the implementation or undertaking of any part of the Phase Two work is conditional on Council securing funding at a level Council considers adequate for this work. This may mean that only Phase One work is undertaken on your home, but that Phase Two work is delayed or may not proceed if funding is inadequate or not available.

## Building Consent

12. Council is offering a free building consent to cover urgent essential flood related building work and will coordinate the application for building consent with you.

## Insurance

13. Where the property is covered by an insurance policy it may be necessary to obtain your insurer's consent before any work is undertaken on the property. Details of your insurer must be set out in the attached schedule.

14. You agree that Council is authorised to contact your insurer and to discuss your claim with the insurer. You waive privacy in respect of those discussions under the Privacy Act 1993. You agree that Council may seek the consent of your insurer to undertake urgent essential work on the property on your behalf.

15. If you prefer to make contact with your insurer directly to obtain consent to works being undertaken on the property, then the confirmation of insurer consent must be provided to the Council before work can commence.

## Access for Urgent Repairs

16. By signing and returning this letter you agree that Council, tradespeople and volunteers organised through Council efforts may enter into your property to undertake those works. You agree that those people may remain on the property to effect the work and are granted a licence for this purpose.

## Scope of Urgent Repair Works

17. You agree that Council is authorised to undertake all or some of the urgent repair works as may be needed set out in the Schedule 2 to this letter.

18. Council, tradespeople and volunteers may increase or decrease the scope of those works at their discretion, and you will not object to any change which is made. In making any change to the scope of works Council will make reasonable efforts to keep you informed including as to the timing of works and an estimated date for completion.

19. Fixtures and fittings in the property such as bathroomware, kitchenware, laundryware and door hardware, may be re-used in effecting further repairs once the property has dried out. It is the homeowner’s responsibility to secure these items for re-use once they are removed. Council, tradespeople and volunteers will have no liability to you for any loss or damage to such items however caused.

## Limitation on Council's liability

20. As the homeowner, it is your responsibility to ensure that you coordinate the repair efforts with any obligations that you owe to your insurer, Work and Income New Zealand and other government agencies. While Council will take all reasonable steps to ensure that work is only undertaken under the supervision of appropriately qualified tradespeople, and that the work of volunteers is coordinated by those tradespeople, Council is acting as the coordinator of the efforts of tradespeople and volunteers only. You agree Council is not liable for:

(a) the quality of work undertaken by tradespersons or volunteers;

(b) any delay in undertaking any urgent essential repair work; or

(c) any loss of grant funding or insurance pay outs arising as a consequence of the work being undertaken.

21. Council liability shall be limited to advice and coordination efforts. Council will not have financial liability to you. In particular, you acknowledge that Council makes no representation concerning:

(a) the availability of Phase Two funding,

(b) any timeframes for completion of Phase One or Phase Two works;

(c) the outcome of any Building Consent Application; or

(d) the outcome of any inspection in relation to a Building Consent.

22. Council will be entitled to terminate this deed in the event that Council in its sole and unfettered discretion considers:

(a) that the property was being used for a commercial purpose or was not at the time of the April 2017 flood event being used as your the permanent or principal place of residence;

(b) there is a material breach of a warranty in clause 7;

(c) there is a material error or omission in information provided by the you;

(d) that it is unable to secure funding for Phase Two works on terms satisfactory to Council; or

(d) that it is unable to secure sufficient numbers of qualified tradespeople or volunteers to undertake Phase One or Phase Two work.

## Health and Safety

23. The nature of the repair work to be undertaken carries with it an inherent risk to health and safety. You agree that you will provide all reasonable assistance to the Council in complying with the responsibilities that Council, tradespeople and volunteers have under the Health and Safety at Work Act 2015. This may include you as the homeowner agreeing to participate in meetings with Council, tradespeople and volunteers to plan work in terms of health and safety requirements.

## Council Contact for Further Information

24. If you require further information or assistance in respect of this letter please contact
Pearl Tāne, email: pearl.tane@whakatane.govt.nz phone: 07 306 0500

25. If you wish to accept Council's offer to coordinate the undertaking of urgent repairs please:

* complete the information in the attached schedules to the best of your ability;
* sign and return this letter to:

Pearl Tāne

Liveable Homes Programme

Whakatāne District Council

Private Bag 1002

WHAKATĀNE 3158

Yours sincerely,

**Marty Grenfell**

Chief Executive Officer

Whakatane District Council

## Owner Agreement and Acknowledgement

I/we, being the register proprietor/s request that Council coordinate the repair to my/our property on the terms as set out above. I/we acknowledge that I/we have read and understood the terms and conditions set out in this letter and been provided with reasonable opportunity to review these terms. I/We accept the terms and conditions set out above and enter into this deed voluntarily.

Signed as a Deed

**DATED** the day of 2017

**SIGNED** by the Registered Proprietor )

named in the Schedule 1 )

in the presence of: )

(Signature of Witness)

(Name of Witness)

(Occupation of Witness)

(Address of Witness)

**SIGNED** by the Registered Proprietor )

named in the Schedule 1 )

in the presence of: )

(Signature of Witness)

(Name of Witness)

(Occupation of Witness)

(Address of Witness)

## Schedule 1 **Home owner details**

|  |  |  |
| --- | --- | --- |
| 1. | Name of registered proprietor: |  |
| 2. | Address of Property: |  |
|  |
| 3. | Homeowner’s contact phone number: |  |
| 4. | Homeowner’s mobile telephone number: |  |
| 5. | Homeowner’s contact email address: |  |

## Schedule 2 **Scope of work required**

|  |
| --- |
| Phase One |
|  | Agreement signed and approval given by homeowner |
|  | Application for Building Consent |
|  | Issue of Building Consent |
|  | Secure access to property and isolate utilities |
|  | Identify extent of urgent repair works required and document |
|  | Agree list of items to be removed and secured by homeowner for re-use where practicable |
|  | Remove water damaged building materials |
|  | Clean and flush stormwater and foulwater drainage systems |
|  | Secure property for drying out period. It is the homeowner's responsibility to secure the property |
|  | Monitor property during drying period for reduction in moisture content to level acceptable to Council building inspection team |
|  | Remove silt from subfloor space (EQC/owner) |
|  | Install polyethylene vapour barrier over ground surface below house |
| Phase Two |
|  | When moisture content at acceptable level, complete pre-installation inspection and works |
|  | Install subfloor insulation, new floors, new doors and frames, new oven, reuse kitchenware, bathroomware, laundryware, and door hardware, and wall insulation where it was previously installed |
|  | Reconnect electricity and water |
|  | Plastering and sealing work in wet areas (bathroom, toilet, laundry, kitchen) |
|  | Final inspection and issue of Code Compliance Certificate |