

WATER RETROFIT SERVICE – MAKING SAVING WATER AFFORDABLE

APPLICATION FOR WATER SAVING SYSTEM

By completing this Application and the attached Agreement, you are applying to the Kapiti Coast District Council to provide the service of funding to assist you to purchase and install an accepted water saving system on your property as part of Council's Water Retrofit Service. If the Council accepts the application, that acceptance will create a binding contract.

To be eligible:

- you must be the legal owner of the Property and be entered on the rating information database as the ratepayer;
- the rates payments must be up to date, and they must be residential rates;
- do not have a house built under the water demand management District Plan conditions; and
- the Property must have a full public water supply connection.

Applicant's Details:

Property Owner's Name(s): (All owners must be named)	_____
Address of Property:	_____ _____
Postal Address:	_____ _____
Phone:	Mobile: _____ Home: _____ Business: _____
Email Address:	_____
Property Valuation No.: (Printed on QV valuation and rates notices):	_____

Supplier and Installer Details:

Name of Supplier:	_____	Name of Installer:	_____
Water Saving System to be installed:	New Rainwater Tank / Restored Tank / New Pump / Greywater System		
(Quotes from Supplier and/or Installer must be attached to this application.)			
Cost of Water Saving System (including GST) as shown on quotes	\$ _____		
Less Council funding of \$5000 (including GST):	-\$5000.00		
Amount to be funded now by Applicant (including GST): (NIL if total cost is less than \$5000 including GST)	\$ _____		
The maximum funding service that the Council will provide per property is \$5,000 (including GST). The Council will recover the funding service amount over 10 years through a targeted rate on the Property.			

Notice to Applicant(s):

There is a range of Water Saving Systems products in the market. Local suppliers and installers can assist you to assess which one is best suited to your property and circumstances, and whether it complies with this scheme.

The Council's role is limited to providing funding towards costs which will be recovered through rates on the Property in equal instalments over 10 years.

Council has no responsibility for the suitability or quality of the products or providers that you choose. However, Council does require:

- That certain products have specified NZ Standard, BRANZ or other certification.
- That installation be certified by a registered plumber or drainlayer.

The relevant Code of Practice is available from the Council.

The fact that the Council participates in the scheme does not mean that Council accepts that the system on your property complies with the Kapiti Coast District Plan or any resource consent or building consent requirements.

Compliance remains your responsibility. Again, local suppliers and installers should be able to assist you with meeting the specifications and compliance requirements, or you can ask the Council.

The Council may reject any application if it considers that the pricing is excessive or that the Water Saving System is inappropriate for the Property.

Eventually, the Owner of the Property meets all the costs, so it may well be in your interests to obtain quotes from more than one supplier or installer.

If the Council accepts this Application then this Application forms part of the Agreement between the Council and the Owner of the Property.

Acknowledged by the Applicant(s):**Signature(s):****Date:**

WATER RETROFIT SERVICE AGREEMENT

PARTIES

1. **LEGAL OWNER(S) OF THE PROPERTY AS DESCRIBED IN THE APPLICATION (Owner)**
2. **KAPITI COAST DISTRICT COUNCIL (Council)**

BACKGROUND

The Owner of the Property described in the Application has applied to the Council for the provision of a funding service to assist in the purchase and installation of a Water Saving System for that Property.

THE PARTIES AGREE THAT:

1. APPLICATION

- 1.1 The Owner has applied to the Council to fund a supplier and/or installer to install an approved Water Saving System on the Property. When this Agreement is signed by the Council, the Council has approved the Owner's application and created a binding agreement with the Owner. That Agreement includes the Application submitted for the Property.

2. FUNDING

- 2.1 The Council will provide funding for all or part of the cost of the Water Saving System and will recover its contribution through a targeted rate. The maximum funding is \$5000 (including GST). All Council rates include GST.

3. APPROVED WATER SAVING SYSTEMS

- 3.1 The Council-approved Water Saving Systems are:
- (a) A new rainwater tank of a size between 5,000 litres and 10,000 litres; or
 - (b) Restoring an existing rainwater tank of a size greater than or equal to 5,000 litres; or
 - (c) Installing a pump on an existing tank of a size greater than 5,000 litres; or
 - (d) A Council-approved greywater diversion device.

4. ASSOCIATED WORKS

- 4.1 **New Rainwater Tank:** Within the \$5,000 (including GST) limit, the Council will also fund modifying the downpipes to feed into the tank, modifying the overflow to fit into an existing stormwater outlet (or, if no stormwater outlet is present, a Council approved stormwater outlet), the installation of the tank, and the fitting of
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the pump and associated electrical work. The Council will not fund the design/purchase/installation of an irrigation system, landscaping, or the installation of a soak pit, or any unrelated work.

4.2 Restoring Existing Rainwater Tank: Within the \$5,000 (including GST) limit, the Council will also fund the modifying of downpipes to feed into the tank, modifying the overflow to fit into an existing stormwater outlet (or, if no stormwater outlet is present, a Council approved stormwater outlet), the installation of the tank, and the fitting of the pump. The Council will not fund the design/purchase/installation of an irrigation system, landscaping, or the installation of a soak pit, or any unrelated work.

4.3 Installing Pump: Within the \$5,000 (including GST) limit, the Council will also fund fitting the pump and associated electrical work. The Council will not fund the design/purchase/installation of an irrigation system, landscaping, or the installation of a soak pit, or any unrelated work.

4.4 Greywater Diversion Device: Within the \$5,000 (including GST) limit, the Council will also fund the modifying of the gulley dish and waste plumbing to accommodate the greywater diversion device and installation of the system. The Council will fund the purchase and installation of an irrigation system connected to the greywater diversion device, but not any landscaping or any unrelated work.

5. EXISTING SYSTEMS NOT FUNDED

5.1 The Council will not approve funding for any new tank or greywater diversion device that has been installed before the Council has approved funding.

6. FUNDING MAY BE DEFERRED

6.1 Council funding is limited. The Council may accept an application and approve funding on a deferred basis. If that is the case, installation can occur, but the month and year in which the Council will provide funding is 1 July, 2014.

7. NOTICE TO SUPPLIER AND INSTALLER

7.1 Once the Council has approved funding, it will notify the Supplier and Installer and the Owner accordingly, including any deferral date for providing the funding.

8. OWNER MUST CONTRACT WITH AND PAY ANY EXCESS DIRECT TO SUPPLIER/INSTALLER

8.1 The Owner acknowledges that it is for the Owner and the Supplier and/or Installer to enter into a contract for the supply and installation of the Water Saving System, and the payment of amounts in excess of that approved for Council funding.

8.2 If funding is deferred, but installation proceeds, the Owner acknowledges that the Owner may be required to pay the Supplier and/or Installer in full, pending payment from the Council.

9. COUNCIL MAY INSPECT BEFORE ACCEPTANCE

- 9.1 Before accepting the application, the Council reserves the right to inspect the Property to confirm there is no Water Saving System currently installed on the Property, or that there is an existing rainwater tank that is to be restored.

10. OWNER MUST NOTIFY COUNCIL ON COMPLETION

- 10.1 The Owner must notify the Council when work has been completed to a satisfactory standard.

11. COUNCIL MAY INSPECT AFTER COMPLETION

- 11.1 The Council has the right to inspect the Property to confirm that the Water Saving System has been installed and that any requirements of the Kapiti Coast District Plan or any required consents have been met.

12. INVOICE REQUIREMENTS

- 12.1 The Council will make payment up to its agreed maximum to the Supplier and/or Installer

- (a) on presentation of completed GST invoice(s); and
- (b) the Council being satisfied that the Water Saving System has been duly installed; and
- (c) the Installer having provided an as-built plan to the Council.

The completed invoice(s) must confirm that Council-required product specifications have been met and that installation is certified by a registered plumber or drainlayer whose name and registration number is shown.

- 12.2 If
- (a) the Owner has paid the Supplier and/or Installer in full; and
 - (b) the Owner has supplied a receipted copy of the invoice to the Council; and
 - (c) all the other provisions of clause 12.1 have been met –

then the Council will make its payment to the Owner.

13. ORDER OF PAYMENT

- 13.1 If invoices are received from more than one party, the Council will pay the Supplier first, and then the Installer, unless the Council receives prior notice in writing that the parties have agreed otherwise. The Owner and the Supplier and Installer are encouraged to ensure that a single invoice is provided. In no case will the Council provide a funding service of more than \$5,000 (including GST).

14. NO COUNCIL LIABILITY FOR DEFECTIVE WORK

- 14.1 Subject to clause 14.4, the Owner agrees that:
- (a) The Council has no liability to the Owner whatsoever, whether in contract, tort, breach of statutory duty or otherwise, arising out of or in

connection with the provision or operation of the Water Saving System to the Property; and

- (b) The Owner is not entitled to any compensation from the Council in respect of defects in or damage to the Water Saving System, or damage arising as a consequence of the provision or operation of the Water Saving System to the Property.

14.2 Clause 14.1 does not affect any liability the Supplier or Installer may have to the Owner in contract, tort or otherwise, and may not be relied on by the Supplier or Installer as limiting their liability in any way.

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

14.4 To the extent that the parties are not, by law, able to limit or exclude liability or obligations, clause 14.1 does not limit or exclude that liability or those obligations.

15. COUNCIL TO ASSESS TARGETED RATE ON THE PROPERTY

15.1 The Owner acknowledges that the Council will assess a targeted rate on the property each year which will cover the required sum of the water conservation device (including GST). In addition, the Owner acknowledges that the Council is required to charge GST on all revenue levied and will add GST on the required sum. The annual targeted rate will be spread over a period of ten years in equal annual instalments.

15.2 The Council will include the targeted rate on the Land Information Memorandum (LIM) for the Property.

15.3 If the Owner sells the Property in the period after this Agreement has been entered into and while a targeted rate is still being assessed against the Property, the Owner must tell the prospective purchaser about the targeted rate before selling the Property.

15.4 In accordance with the Council's policy for rates payments in anticipation of rates for subsequent financial years, the Owner may pay all or part of the targeted rate for any financial year before it becomes due for payment.

15.5 If the Owner 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 Owner will incur penalties in the usual way in accordance with the Council's policy.

16. PRIVACY ACT RIGHTS

16.1 In accordance with the Privacy Act 1993, the Owner is entitled to have access to personal information about the Owner held by the Council in connection with this Agreement and to request correction of that information.

**SIGNED by the legal owner(s) of the Property:
(All legal owners must sign)**

Name: _____

Signature: _____ Date: _____

Additional names and signatures of legal owners for the Property:

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Amount of Council-approved funding:

- (a) \$5,000 including GST; or
- (b) \$_____ including GST.

Council to delete (b), or complete (b) for an amount less than \$5,000 and delete (a).

SIGNED for and on behalf of the Kapiti Coast District Council by:

Name: _____

Signature: _____

Position: _____ Date: _____

For more information, contact Kapiti Coast District Council on (04) 296 4700, gardenwater@kapiticoast.govt.nz

Checklist

Please tick the following:

- I/We have included either a physical or email copy of our preferred Supplier and/or Installer quote(s).
- All legal owners of the Property have signed this Agreement.
- All legal owners of the Property have initialled each page of this Agreement (seven pages)