

Retrofit Your Home programme

Ratepayer Application form



Introduction

By completing this application and attached agreement, you are applying to the Auckland Council for assistance through the Retrofit Your Home (RYH) programme, to install the RYH 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 RYH solution includes any work undertaken to improve the environmental or operational performance of a residential dwelling through installing or utilising any of the Auckland Council approved products and services made available through the RYH programme.

Eligibility

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

1. The property is located within the boundaries of the Auckland Council.
2. The house was constructed prior to 1 January 2000.
3. The RYH Solution(s) you have selected, and the suppliers of those Solutions, are approved for inclusion in the Auckland Council RYH Programme.
4. You are the legal owner(s), and ratepayer(s), of the property, and
5. All rates are up-to-date and there have been no arrears of payments within the previous three years.

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

Applicant details

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

Address of property:

Daytime contact number:

Email address:

Property valuation reference or rates account number:

Cost and funding of proposed solution(s)

Attach to this application:

- A signed copy of your selected quote(s) for installation of the RYH solution(s) in respect of which assistance is sought.

Summary of the scheme

The amount of the assistance available from the Auckland Council is limited to the quoted cost of the solution(s), less any ECCA grant that maybe available for the particular solution(s), up to a maximum of \$5,000 inclusive of GST.

Auckland Council will contract with the approved supplier(s) to install the Retrofit Your Home 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 Auckland Council and ECCA 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.

Auckland 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 9 years commencing from 1 July 2013 and will include provision for early repayment in the event you wish to pay the amount back more quickly. The council will charge interest on the outstanding amount at the rate of the council's cost of borrowing plus a small margin to cover administration fees. The interest will start accruing from the date the supplier is paid by the council. The ratepayer is encouraged to make payments to reduce the balance prior to 1 July 2013 to reduce the amount of interest charged on the outstanding balance.

At the date of this agreement Auckland Council's average cost of borrowing is expected to be about 7%. The amount of the targeted rate will vary each year to reflect changes to Auckland Council's cost of borrowing and a small margin to cover administrative costs. A statement will be provided in January and July of each year that a targeted rate is being levied against the property. This will record the balance of the assistance still to be recovered and the current interest rate (which is applied to the current balance amount).

If the rate is not paid on due date usual rates penalties will accrue.

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

Auckland 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 Retrofit Your Home 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.

If the full allowance of \$5,000 is not utilised by an initial retrofit 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.

Further information

For further information contact Auckland Council on ph 09 301 0101 or email retrofit@aucklandcouncil.govt.nz

Application

I / we apply for assistance under the Retrofit Your Home Programme. We agree, if the application is approved, to be bound by the attached agreement and for the assistance provided by the Auckland Council to be recovered under a targeted rate levied against the property over a period of 9 years commencing from 1 July 2013

Signed by applicant(s)

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Retrofit Your Home programme

Ratepayer agreement

Date Day Month Year

Between _____
(jointly and severally "Ratepayer")

And **Auckland Council**

Terms of this agreement

1. Auckland Council agrees to provide to the Ratepayer the approved amount of assistance stated in the Retrofit Your Home Programme application form to be applied towards the installation of the specified Retrofit Your Home Solution(s) ("Solution(s)") at the property described in the application (the "Property").
2. Within 5 working days of the date of written notification to the Ratepayer of Auckland Council's decision to approve the financial assistance 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 5 working day period referred to in clause 2, Auckland 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.
4. 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 (less any Energy Efficiency and Conservation Authority (EECA) grant) to the approved supplier upon completion. 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).
5. The Ratepayer must notify Auckland Council when installation of the Solution(s) has been completed. Auckland Council will not make payment to the supplier until such confirmation is received.
6. If the Ratepayer is not satisfied with 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 Auckland Council of the action being taken. In any case where the EECA is providing a grant towards that Solution, the Ratepayer must also notify EECA.

Limitation on Auckland Council's liability

7. Auckland 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 advice from the Ratepayer that installation of the Solution has been satisfactorily completed.
8. Without limiting the generality of clause 7 the Ratepayer agrees to release Auckland Council to the fullest extent permitted by law from, and to indemnify Auckland Council against, all or any claims however arising out of the participation by the Ratepayer in the Retrofit Your Home Programme or the installation of the Solution(s)
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 Auckland Council as to the suitability of the Solution(s) for their intended use.

10. 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

11. Auckland Council will pay the amount of the assistance to the approved supplier(s) upon completion of the installation of the Solution(s) to both EECA (for insulation and clean heating) and the Auckland Council's satisfaction.
12. 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 Auckland Council or EECA.

Targeted rate

13. The Ratepayer acknowledges that Auckland Council has agreed to provide the assistance on the basis that it will recover the amount of the assistance by levying a targeted rate levied against the Property under the Local Government (Rating) Act 2002. The rate will be levied over a period of nine (9) years commencing from 1 July 2013 and will include provision for reimbursement of the average cost of borrowing incurred by Auckland Council to provide the financial assistance. If the rate is not paid by the due date, standard penalties for unpaid rates will accrue.
14. Interest will start accruing from when the supplier is paid by Auckland Council. The ratepayer is encouraged to make payments to reduce the balance prior to 1 July 2013 to reduce the amount of interest charged on the outstanding balance. Not making payments prior to 1 July 2013 will result in interest being charged on the full outstanding amount.
15. 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 Auckland Council after the date of this agreement and so long as a targeted rate is being levied against the Property.
16. If the Ratepayer intends to sell the Property while a targeted rate is still being levied against the Property, 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.

Information issues

17. Any information which the Ratepayer supplies to Auckland Council for the purposes of this agreement may be disclosed to EECA and used by Auckland Council for research purposes.
18. In accordance with the Privacy Act 1993, the Ratepayer is entitled to have access to personal information held by Auckland Council in connection with this agreement and to request correction of that information.

Signed by Applicant(s)

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____

Signed for and on behalf of the Auckland Council by

Signature: _____ Name: **John Hatton**

Position: **Team Leader Funding and Contracts Administration**