

4 DECLARE SPECIAL RATES CHARGE SCHEME FOR SOLAR SAVERS HOUSEHOLDS

FILE REFERENCE INT181411

RESPONSIBLE GENERAL MANAGER Michael Ellis

AUTHOR Aruna Dias

RECOMMENDATION

1. Council in accordance with Section 163 of the Local Government Act 1989 declares a Special Charge as follows:
 - a. A special charge is declared and notice provided for the period commencing on 1 July 2018, concluding on the tenth anniversary of that day.
 - b. The special charge be declared for the purpose of defraying any expense incurred by Council in relation to the provision of solar energy systems on residential properties participating in the Solar Saver scheme, which:
 - i. Council considers is or will be a special benefit to those persons required to pay the special charge (and who are described in succeeding parts of this resolution); and
 - ii. Arises out of Council's functions of advocating and promoting proposals which are in the best interests of the community and ensuring the peace, order and good government of Council's municipal district.
 - c. The total:
 - i. Cost of performing the function described in paragraph 1(b) of this resolution be recorded as \$36,497.69; and
 - ii. Amount for the special charge to be levied be recorded as \$36,497.69, or such other amount as is lawfully levied as a consequence of this resolution.
 - d. The special charge be declared in relation to all rateable land described in the table included as Attachment 1 to this report, in the amount specified in the table as applying to each piece of rateable land.
 - e. The following be specified as the criteria which form the basis of the special charge so declared:
Ownership of any land included in Attachment 1 of this resolution.
 - f. The following be specified as the manner in which the special charge so declared will be assessed and levied:
 - i. A special charge calculated by reference to the size of the solar energy system being installed and the particular costs of installation at each property participating in the Solar Saver scheme, in respect of which a Householder Agreement (Attachment 2) has been executed, totalling \$36,497.69, being the total cost of the scheme to Council;
 - ii. To be levied each year for a period of 10 years.
 - g. Having regard to the preceding paragraphs of this resolution and subject to section 166(1) of the Act, it be recorded that the owners of the land described in paragraph 1(d) of this resolution will, subject to a further resolution of Council, pay the special charge in the amount set out in paragraph 1(f) of this resolution in the following manner:
 - i. Payment annually by a lump sum on or before one month following the issue by Council of a notice levying payment under section 163(4) of the Act; or
 - ii. Payment annually by four instalments to be paid by the dates which are fixed by Council in a notice levying payment under section 163(4) of the Act.

2. Council considers that there will be a special benefit to the persons required to pay the special charge because there will be a benefit to those persons that is over and above, or greater than, the benefit that is available to persons who are not subject to the proposed special charge, as a result of the expenditure proposed by the special charge, in that the properties will have the benefit of a solar energy system being installed.
3. Council, for the purposes of having determined the total amount of the special charge to be levied:
 - a. Considers and formally records that only those rateable properties included in the Solar Saver scheme as proposed will derive a special benefit from the imposition of the special charge, and there are no community benefits to be paid by Council; and
 - b. Formally determines for the purposes of section 163(2)(a), (2A) and (2B) of the Act that the estimated proportion of the total benefits of the special charge to which the performance of the function or the exercise of the power relates (including all special benefits and community benefits) that will accrue as special benefits to the persons who are liable to pay the special charge is 100%.
4. Council directs that notice be given to all owners and occupiers of properties included in the Scheme and all persons who have lodged a submission and/or an objection in writing of the decision of Council to declare and levy the Special Charge, and the reasons for the decision. For the purposes of this paragraph, the reasons for the decision of Council to declare the Special Rate are that:
 - a. There is no objection to the Scheme and it is otherwise considered that there is a broad level of support for the Special Charge from all property owners and occupiers;
 - b. Council considers that it is acting in accordance with the functions and powers conferred on it under the Local Government Act 1989, having regard to its role, purposes and objectives under the Act, particularly in relation to its functions of advocating and promoting proposals which are in the best interests of the community and ensuring the peace, order and good government of Council's municipal district.
 - c. All persons who are liable or required to pay the Special Charge and the properties respectively owned or occupied by them will receive a special benefit of a solar energy system being installed at the property.
5. Where a Householder wishes to withdraw from the Scheme, Council agrees to such withdrawal where the Householder has given written notice of their desire to withdraw from the Scheme before Council has incurred any expenditure in relation to the Householder's solar PV system.
6. Having regard to the preceding parts of this resolution but subject to Sections 166 (1) and 167(6) of the Local Government Act 1989, it be recorded that:
 - a. Interest will not be charged for 10 years after the issue of the notice provided the person liable makes timely payment in accordance with the repayment arrangements that may be agreed on by Council.
 - b. In accordance with Sections 167(6)(b) and 172 of the Act, the rate of interest which is payable on instalments is set at the 180 day bank bill rate as published in the Australian Financial Review and reviewed every three months (provided that it shall not exceed the rate fixed by the Governor in Council by Order for the purposes of Section 172 (2A) in which case the rate of interest shall be the maximum rate fixed by the Governor in Council by Order for the purposes of this section).
7. There are no incentives for prompt payment associated with this special charge.

8. Council receive a further report on the Solar Saver project in 2018 following installation of solar electricity systems at the households.

Attachments

- 1 List of properties, householder agreements and letter to householders 18 Pages

EXECUTIVE SUMMARY

This report recommends that Council declare a Special Charge Scheme under Section 163 of the Local Government Act 1989 (Act) for the purposes of defraying expenses relating to the provision of solar energy systems on residential properties participating in the Solar Saver scheme.

The residential properties included in the proposed scheme have nominated to participate in the proposed scheme and have signed an agreement based on the quoted cost of the provision of a solar energy system at their property.

The total cost of the works is calculated at \$36,497.69 of which property owners will contribute the entirety over a 10-year period (payback period).

Formal submissions on the proposal were sought and no submissions or objections were received.

BACKGROUND

On 16 October 2017, Council resolved to implement the Solar Saver project to install solar energy systems on homes receiving pensioner rate rebates through the establishment of a special charge scheme. Council included \$36,497.69 funding for the project in the 2017/2018 budget. Through an open tender process led by MAV Procurement, EnviroGroup was appointed to provide quotes and supply and install the solar energy systems.

The program was promoted to targeted aged services clients and pensioners in receipt of the rebate on their rate payments

To ensure that participating homes were aware of and agreed to the quoted system, price and the proposed special charge scheme, an agreement between Council and participants was developed (see Attachment 2). This agreement has been signed by the owner of each of the 11 households included in the proposed special charge scheme.

2kW and 3kW solar energy systems were available through the program and have been sized to maximise the financial benefits to participating households. It is estimated that the average participating household will save \$100 above their rate repayments in electricity bills over the first year based on current electricity pricing. After 10 years households are expected to save in the order of \$400 - \$500 per year on electricity bills (although this will vary from household to household).

Council is making solar power more accessible to low income households through the Solar Saver program. It is among the first programs in Australia enabling households to install solar PV systems and pay them off through a special charge scheme over 10 years. Council has committed through its Aspirational Energy Transition Plan (AETP) not only to reduce emissions, but to support those most vulnerable to climate change impacts and increasing energy costs.

On 16 October, Council resolved to give notice of its intention to declare a special charge for the purpose of defraying any expense incurred by Council in relation to the provision of solar energy systems on residential properties participating in the Solar Saver scheme (Attachment 1).

Council resolved to advise of its intention to declare a Special Charge, to publish a public notice and to request and to hear submissions under section 223 of the Act. Section 223 requires that Council publish a public notice specifying the date by which submissions are to be made, being a date which is not less than 28 days after the date on which the public notice is published. Section 223 also entitles any person making a submission to request a hearing by Council of their submission.

A public notice was posted in the 25 October 2017 edition of the Pakenham Gazette. The public notice advised of the proposed declaration and invited submissions under section 223 of the Act by 3pm on 23 November 2017.

- No submissions or objections were received.
- 1 call was received to clarify details of the scheme.

POLICY IMPLICATIONS

This scheme is directly in line with an action in the Aspirational Energy Transition Plan related to renewable energy financing and reducing greenhouse gas emissions. It will support initiatives and issues identified in the Municipal Heat and Health Plan related to supporting the vulnerable from extreme heat by providing them with an affordable way to cool their homes.

RELEVANCE TO COUNCIL PLAN

The Council Plan (adopted April 2017) includes the following actions that support this project.

1.4 Improved Health and Wellbeing for All

- 1.4.4 Support children, young people, families, older adults and people of all abilities by providing a range of accessible services and facilities.

1.6 Increased Awareness of Safety

- 1.6.1 Work with the Police, Victorian Government and our community to improve safety in homes, businesses, public places and roads.

3.3 Enhanced Natural Environment

- 3.3.1 Adapt to the impacts of climate change by working in partnership with the South East Councils Climate Change Alliance and both Australian and Victorian governments.
- 3.3.3 Reduce Council's greenhouse gas emissions and help the community do likewise

CONSULTATION/COMMUNICATION

The Solar Savers program was promoted to target pensioner households in receipt of the rebate on their rate payments. Information about the Program was made available publically and communicated Shire wide various community groups and organisations.

Inclusion in the Program was established on the basis of first in best dressed and householders fulfilling the eligibility requirements of the program. 18 expressions of interest were received and of these 11 households were selected due to the suitability of the property for solar installation. Following the successful submission of expressions of interest, the 11 eligible homes have received home visits to provide quotations for the Solar Saver program. The 11 participating households have all signed agreements to participate in the program based on the quoted price of installation (Attachment 1).

Public notice was posted in the 25 October 2017 edition of the Pakenham Gazette and advised of the proposed declaration. A period of 28 days was provided after the public notice was published to invite submissions by 3pm on 23 November 2017, under section 223 of the Act.

FINANCIAL AND RESOURCE IMPLICATIONS

Council included \$36,497.69 funding in the 2017/2018 budget and will pay \$36,497.69 for the supply and installation of the solar PV systems on the properties listed in Attachment 1. In accordance with their respective Householder Agreements (Attachment 2), property owners will pay for the cost of the solar energy system by equal instalments apportioned over a 10-year period, commencing from 1 July 2018.

Council is expected to receive \$3,649.80 in special charge repayments annually for the scheme over the 10 year period. It should be noted that the special charge scheme is effectively an interest free loan to the households.

Payments to Council by property owners for works via special charge schemes are GST exempt.

Should the property be sold during the 10 year period in which the special charge scheme applies, the amount outstanding on the special charge scheme at the time of sale will be fully paid.

CONCLUSION

It is recommended that Council Declare the Special Rates Charge Scheme for the installations of solar electricity systems on pensioner households participating in the Solar Savers Program. Following this the below future actions will take place.

- Installation of solar systems.
- Report to Council following installation.

ATTACHMENT 1

Apportionment of costs

Each listed property has been assessed as to the size of solar panel and installation costs and has been provided and agreed to the following quotation to have a solar energy system installed at their property for the following costs.

Property address	Cost
5 Mark Pl, Pakenham 3810	\$3,763.47
42 Cockatoo Rd, Pakenham 3810	\$3,116.65
26 Railway Ave, Tynong 3813	\$3,116.65
25 Boundary Rd West, Emerald 3782	\$4,538.91
28 Salmon Street, Koo Wee Rup 3981	\$3,116.65
13A Vista Ct, Gembrook 3783	\$3,116.65
Unit 8 11 Westlands Rd Emerald 3782	\$2,980.29
U 1/12 High St, Bunyip 3815	\$3,116.65
1 Nar Nar Goon-Longwarry Rd, Garfield 3814	\$3,534.83
23 Alexandra Ave, Koo Wee Rup 3981	\$2,980.29
15 Hayes Ct, Pakenham 3810	\$3,116.65
Total cost	\$36,497.69

ATTACHMENT 2

Householder Agreement (COUNCIL RATES)

COUNCIL

and

THE HOUSEHOLDER NAMED IN THE AGREEMENT

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Householder Agreement

DATE

BETWEEN

Cardinia Shire Council ABN 32 210 906 807
of 20 Siding Ave, Officer, Victoria 3809, Australia

(Council)

and

.....[insert name/s]

of[insert address]

(Householder)

BACKGROUND

- A. Council has developed the Solar Savers program (**Program**), whereby certain residents of the Cardinia Shire Council may elect to have a solar energy system installed at their residential property by a contractor engaged by Council.
- B. Council intends to pay for the solar energy system to be installed and recover this cost through a special rate scheme yet to be declared by Council. The delivery of the Program is conditional upon the special rate scheme going ahead and will not proceed if the special rate scheme is not declared, or is rendered by a court or tribunal to be legally invalid.
- C. A separate agreement will be entered into between Council and the contractor engaged to supply and install the solar energy systems under the Program.
- D. This agreement records the agreed terms between Council and the Householder regarding the supply and installation of a solar energy system under the Program.

IT IS AGREED AS FOLLOWS

1. TERM OF AGREEMENT

This Agreement shall commence on the Commencement Date and, unless terminated in accordance with this Agreement, shall continue until 30 June 2028.

2. PRE-CONDITIONS

- 2.1. The provision of a Solar Energy System to the Householder under this Agreement is conditional upon and subject to:
 - 2.1.1. Council entering into a contract with a person or body to supply and install the Solar Energy System to the Householder as part of the Program; and
 - 2.1.2. Council declaring the Scheme to recover the costs of the Program.
 - 2.1.3 No Solar Energy System will be provided under this Agreement until the pre-conditions in clause 2.1.1 - 2.1.2 have been satisfied.

- 2.2. If the conditions in clause 2.1.1 - 2.1.2 have not been satisfied within 90 days of council declaring the Scheme, in the absence of agreement to the contrary between the parties, this Agreement immediately ends and each Party is released from their obligations under this Agreement and no party will have any further liability, responsibility or obligation to the other.

3. DECLARATION OF INVALIDITY OF SCHEME

In the event that, during the term of this Agreement, a court or tribunal of Victoria declares the Scheme to be invalid, or determines that the Householder is not bound by the Scheme, the following will apply:

- 3.1. if the Solar Energy System has not yet been supplied and installed at the Householder's property, this Agreement will terminate immediately, each Party is released from their obligations under this Agreement and no party will have any further liability, responsibility or obligation to the other; or
- 3.2. if the Solar Energy System has already been supplied and installed at the Householder's property, the Householder may elect to:
- 3.2.1. allow the Solar Energy System to be removed from the Householder's premises and returned to Council; or
- 3.2.2. keep the Solar Energy System provided and pay to Council, in a lump sum or otherwise as agreed between the Parties, the outstanding amount for the Cost of the Solar Energy System, within 60 days of receiving written notice from Council that the Scheme will no longer apply to the Householder.

4. PAYMENT FOR SOLAR ENERGY SYSTEM

- 4.1. The Cost of the Solar Energy System is the total amount set out in Item 3 of the Summary Schedule and itemised in Schedule 2. This amount purchases the supply and installation of the Solar Energy System and any required repair or replacement covered by the warranty during the warranty period, as set out in Schedule 2, but does not cover general maintenance, service calls or repair or replacement outside the warranty.
- 4.2. The Cost of the Solar Energy System under clause 4.1 may be adjusted by Council during the term of this Agreement if, for a reason beyond the control of Council or the Contractor, further costs are required to be incurred in supplying or installing the Solar Energy System.
- 4.3. Council envisages that any adjustment to the Cost of the Solar Energy System under clause 4.2 will only arise where:
- 4.3.1. there is a change to legislation applicable to, or regulation of, the installation of the Solar Energy System (e.g. changes to Small-scale Technology Certificates); or
- 4.3.2. the installation of the Solar Energy System originally quoted for changes as a result of building works undertaken at the Householder's property or a request to change the location of the Solar Energy System.
- 4.4. Any adjustment under clause 4.2 will be made by way of a variation to the Scheme, in accordance with section 166 of the *Local Government Act 1989*. Where a variation would result in a change to the Householder's liability under the Scheme of 10% or more, the Householder will have an opportunity to make submissions to Council in respect of it and withdraw from the Scheme.
- 4.5. Payment for the Cost of the Solar Energy System is to be by equal instalments apportioned over a 10-year period, commencing from 1 July 2018. The amount

payable by the Householder for each payment is set out at Item 4 of the Summary Schedule.

- 4.6. Commencing 1 July 2018, the Householder will receive a rates notice each quarter setting out their liability under the Scheme for the property at which the Solar Energy System is installed, until their liability under the Scheme is discharged in full.
- 4.7. Unless otherwise agreed between the Parties, all payments are due at the date set out in each rates notice. In the event that payment has not been made by the due date, Penalty Interest is payable upon any outstanding amounts, in accordance with the *Local Government Act 1989* and this Agreement.
- 4.8. Any delay or adjustment to the delivery date for the Solar Energy System or adjustment to the Cost of the Solar Energy System under clause 4.2 does not entitle the Householder to delay or withhold payment under this Agreement.
- 4.9. The Cost of the Solar Energy System will not be adjusted after installation has occurred.

5. COUNCIL'S OBLIGATIONS

Council's obligations under this Agreement include the obligation to make all reasonable efforts to:

- 5.1. enter into contractual arrangements with a licensed electrical contractor, who has experience and expertise in the Solar Energy industry and who is of good repute, to supply and install the Solar Energy System and fully insured;
- 5.2. declare the Scheme and collect payments from the Householder in accordance with clause 4;
- 5.3. ensure that any Contractor engaged under clause 5.1 provides the supply and installation of a Solar Energy System to the Householder within a reasonable time of this Agreement being entered into; and
- 5.4. assign all warranties attaching to the Solar Energy System to the Householder in accordance with clause 7.

6. THE HOUSEHOLDER'S OBLIGATIONS

- 6.1. The Householder must pay to Council the Cost of the Solar Energy System in accordance with clause 4.
- 6.2. The Householder must allow the Contractor and its agents access to their property for the purposes of conducting site inspections, installing the Solar Energy System and to carry out any required repairs or replacements.
- 6.3. The Householder must ensure that those parts of their property in which works are being undertaken by the Contractor are safe to access prior to the Contractor or its agents accessing the Householder's property.
- 6.4. The Householder authorises the Contractor to submit an application to their electricity provider to connect a renewable energy system to the electricity provider's electrical distribution network and the Householder must take all reasonable action required by the Contractor, including signing any relevant documents, in order for that connection to take place.
- 6.5. The Householder is responsible for any metering or other fees charged by their electricity provider and such charges do not form part of this Agreement.

- 6.6. The Householder must not intentionally damage, sell, trade or otherwise dispose of any part of the Solar Energy System during the term of this Agreement.
- 6.7. The Householder must comply with any warranties, manufacturer's instructions and user manuals relating to the Solar Energy System and acknowledges that any failure to do so may void those warranties.
- 6.8. The Householder does not have any entitlement to claim, create or assign any Small-scale Technology Certificates in relation to the Solar Energy System provided under this Agreement.

7. ASSIGNMENT OF WARRANTIES

- 7.1. The Contractor has agreed that all warranties relevant to the Solar Energy Systems will be issued in respect of, and remain with, the relevant properties at which the Solar Energy Systems are installed, meaning that it should not be necessary to assign the warranties.
- 7.2. If the Householder has any concerns, queries or requests for a service call, repair or replacement of the Solar Energy System, the Householder must contact the Contractor who supplied and installed the Solar Energy System. Contact details for the Contractor will be supplied to the Householder prior to the installation of the Solar Energy System.

8. NO GUARANTEE OF SAVINGS

- 8.1. While it is reasonably expected that the operation of the Solar Energy System will result in reduced electricity costs for the Householder, no guarantee is made by Council that the Householder will save money on their electricity bills as a result of the provision of the Solar Energy System under this Agreement.
- 8.2. Neither Council, nor the Contractor, is responsible for any inaccuracies or losses caused to the Householder by changes to feed in tariffs, electricity prices or government schemes.

9. NO LIABILITY

- 9.1. To the fullest extent permitted by law, while Council will take all commercially reasonable care in arranging for the provision of the Solar Energy System under the Agreement, Council shall not be liable in respect of any loss or damage (including consequential loss or damage), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the installation or operation of the Solar Energy System.
- 9.2. To the fullest extent permitted by law, Council is not liable for the ongoing maintenance, repair or replacement of the Solar Energy System, including but not limited to:
- 9.2.1. the replacement of the goods or the supply of equivalent goods;
 - 9.2.2. the repair of such goods;
 - 9.2.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 9.2.4. the payment of the cost of having the goods repaired.

10. OWNERSHIP OF SOLAR ENERGY SYSTEM

- 10.1. Ownership of the Solar Energy System remains fully vested in Council during the term of the Agreement, unless the Solar Energy System is otherwise paid for in full at which time the ownership of the Solar Energy System vests in the Householder.
- 10.2. Once all payments payable under this Agreement have been made by the Householder in accordance with clause 4, the full ownership of the Solar Energy System will pass from Council to the Householder.

11. RELEASE AND INDEMNITY

- 11.1. The Householder agrees to the installation and use of the Solar Energy System under this Agreement at their own risk and releases Council from all claims resulting from any damage, loss, death or injury in connection with the installation and use of the Solar Energy System except to the extent that Council is negligent.
- 11.2. The Householder must indemnify and hold harmless Council against all claims resulting from any damage, loss, death or injury in connection with the installation and use of the Solar Energy System except to the extent that Council is negligent.

12. TERMINATION

- 12.1. Without limiting the generality of any other clause, Council may terminate this Agreement by notice in writing if the Householder breaches any essential terms of this Agreement and such breach is not remedied within 60 days of written notice by Council.
- 12.2. If notice of termination is given to the Householder pursuant to clause 12.1, Council may, in addition to terminating this Agreement:
 - 12.2.1 repossess the Solar Energy System;
 - 12.2.2. retain any moneys already paid;
 - 12.2.3. charge a reasonable sum for any work performed in disconnecting and removing the Solar Energy System;
 - 12.2.4. be regarded as discharged from any further obligations under this Agreement; and
 - 12.2.5. pursue any additional or alternative remedies provided by law.

13. NO FETTERING OF COUNCIL'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict Council's powers or discretions in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Scheme or any other aspect of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any prior arrangements, agreements, representations or undertakings are superseded.

15. JOINT AND SEVERAL LIABILITY

If the Householder consists of more than one person, this Agreement binds them jointly and each of them severally.

16. SURVIVAL OF INDEMNITIES

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

18. GOVERNING LAW

This Agreement will be governed by and construed according to the law of Victoria.

19. DISPUTES

19.1. Householder to contact Contractor regarding Solar Energy System

Any grievances or concerns relating to the Solar Energy System must be conveyed to the Contractor, in accordance with clause 7.2.

19.2. Other disputes arising under this Agreement

If any dispute arises between the Householder and Council regarding this Agreement, the Parties must at first instance endeavour to resolve it by discussion and agreement.

20. DEFINITIONS

In this Agreement, unless the contrary intention appears:

Agreement means this agreement and includes the Schedules and any Annexures.

Commencement Date means the date on which this Agreement commences as specified in the Summary Schedule.

Contractor means the licensed electrical contractor, whether being a person or entity, engaged by Council to supply and install Solar Energy Systems under the Program.

Cost means the amounts payable under this Agreement as outlined in Schedule 1, which may be amended from time to time in the manner described in this Agreement.

Council means the Cardinia Shire Council.

Householder means the person or persons named in the Agreement as being the resident or residents of the property at which a Solar Energy System will be installed.

Party means either Council or the Householder as the context dictates.

Payment Schedule means the arrangements for payment by the Householder to Council, as set out in clause 4.

Penalty Interest means interest at the rate of 10 per cent per annum, or such other rate as may be fixed by section 2 of the *Penalty Interest Rates Act 1983* from time to time.

Program means the "Solar Saver Program" of Council.

Scheme means the Special Rate Scheme to be declared by Council, under the *Local Government Act 1989*, to recoup the costs of the Solar Energy Systems provided as part of the Program.

Solar Energy System means the system described at Schedule 2 and includes the solar panels and any associated infrastructure and materials provided by the Contractor for the proper functioning of the solar panels to produce electricity from solar power, but does not include any infrastructure or services provided by third parties (such as electricity distributors or electricity retailers).

Small-scale Technology Certificate, has the same meaning as in the *Renewable Energy (Electricity) Act 2000* (Cth) and includes any other certificate, right or entitlement of a similar nature which arises under Victorian or Commonwealth legislation;

Term means the term of this Agreement as set out in clause 1.

SIGNED as an agreement

SIGNED for and on behalf of Cardinia Shire Council
ABN 32 210 906 807 in the presence of:

)
)
).....
Signature

.....
Witness name

.....
Full name

.....
Witness signature

.....
Officer title

SIGNED by the Householder/s named in this
agreement in the presence of:

)
)
).....
Signature

.....
Witness name

.....
Full name

.....
Witness signature

)
)
).....
Signature

.....
Full name

Schedule 1- Summary Schedule

- | | | |
|----|--|---|
| 1. | Commencement Date | 1 July 2018 |
| 2. | Expiry date | 30 June 2028 |
| 3. | Cost of the Solar Energy System | Insert amount e.g. \$2,929

See breakdown provided at Schedule 2 |
| 4. | Amount payable by the Householder in each quarterly rates notice from July 2015 | An amount equal to 1/40 th of the total cost, being:

Insert amount e.g. \$ 73.22 per quarter |

Schedule 2 - Solar Energy System Details and Cost

Customer Contact

Reference #
Name
Phone
Email

Site Details

Visit Date
Site Address
Roof Type
Height
Orientation
Notes

System Specification

System Size	2 kW
Panels	8 x Trina 270W - TSM-270PD05
Inverter	Sungrow - SG2KTL-S
Mounting	Clenergy
Small-scale technology certificates (STC) Estimate	35 certificates –this discount has been incorporated into the pricing below.

Item Cost

Item	Description	Cost
System	: 2 kW (as above)	\$3,069
Tilt Frame	: \$385.50	Not applicable
Tile Mounting	: \$150	Not applicable
Height	: \$350 for 2 nd storey	Not applicable
Travel cost	: \$200 (>50km outside Metro Melbourne)	Not applicable
Klip loc clamps	: \$130	
Other		
TOTAL		\$XXXX
GST is not applicable		

Conditions

The Household is provided a 10 day cooling off period from signing the agreement.

The Contractor reserves the right to contact the Householder to re-issue this Schedule, within 7 business days of receipt of your signed Household Agreement to adjust pricing or details where quality assurance matters have been identified.

Office Use Only

- Rates name
- Rates address
- Item amounts equal total
- Total quote amount (GST exclusive)

Schedule 3 - Warranty and Supplier Terms and Conditions

See attached

Terms and Conditions

System Component Warranties

ATTACHMENT 3

Letter to households of intention to declare a special rates charge

6 June 2017

Dear **HOUSEHOLDER NAME**,

INTENTION TO DECLARE SPECIAL CHARGE – SOLAR SAVER PROGRAM

Thank you for signing up to the Solar Saver Program. This is a letter to confirm that in accordance with your signed Household Agreement, Council has included your property in the proposed special charge scheme for the Solar Saver Program. Council needs to go through a formal process to consider the scheme and formally notify you of the process.

To formalise the process Council has given notice of its 'Intention to Declare a Special Charge' on October 16 2017. A copy of these resolutions, including Appendix A, which lists the properties proposed to be included in the scheme, is attached to this letter.

Council must place a statutory and legal advertisement in the local newspapers in accordance with the requirements of section 163(1) of the *Local Government Act (the Act)*. This gives an outline of the proposed Special Charge and declaration, which Council proposes to make at its meeting on 11 December 2017. A copy of this public notice is attached. The notice also explains how you can provide your submission to this proposal, including timelines.

Submissions and/or objections must be in writing and received by the Council by 2pm on 14 November 2017. Submissions and/or objections in relation to the proposal will be considered by Council in accordance with sections 163A, 163B and 223 of *the Act*. If the new Special Charge proceeds, the total cost of the scheme is \$36,497.69 and a special charge will be imposed on each property participating in the Scheme in respect of the executed Householder Agreement.

The total amount of the scheme applying to the property address at **HOUSEHOLDER ADDRESS**, is \$ **SYSTEM QUOTE PRICE**, which is the cost of the Solar Energy System included in the Householder Agreement. The amount payable quarterly by property owners is \$ **QUARTERLY PAYMENT** per quarter for a period of 10 years from 1 July 2018.

A special charge scheme process chart has been included with this letter to outline the special charge scheme process that is being used.

Thank you for your interest in this scheme. If you have any queries about the proposal, please contact Aruna Dias, Environment Officer on 0481916240 or A.dias@cardinia.vic.gov.au.

Yours Sincerely

Aruna
Environment Officer
GENERAL REPORTS