

Date / /2016



City of Darebin Solar \$aver Program

Householder Agreement

DAREBIN CITY COUNCIL

and

THE HOUSEHOLDER IN THE AGREEMENT

Table of Contents

1.	Term of Agreement.....	2
2.	Pre-Conditions.....	2
3.	Declaration of Invalidity of Scheme.....	3
4.	Payment for Solar Energy System.....	3
5.	Council's Obligations.....	4
6.	The Householder's Obligations.....	4
7.	Assignment of Warranties.....	5
8.	No Guarantee of Savings.....	5
9.	No Liability.....	5
10.	Ownership of Solar Energy System.....	6
11.	Release and Indemnity.....	6
12.	Termination.....	6
13.	No Fettering of Council's Powers.....	6
14.	Entire Agreement	7
15.	Joint and Several Liability.....	7
16.	Survival of Indemnities.....	7
17.	Severability.....	7
18.	Governing Law.....	7
19.	Disputes.....	7
20.	Definitions.....	7
	Summary Schedule.....	9
	Schedule 1 Solar Energy System Details and Cost.....	10
	Schedule 2 Warranty and Supplier Terms and Conditions.....	11

City of Darebin Solar \$aver Program Householder Agreement

DATE / /2016

BETWEEN

Darebin City Council ACN 75 815 980 522
of 274 Gower St, Preston, Victoria 3072, Australia

(Council)

and

.....[insert name/s]

Of

(Householder)

BACKGROUND

- A. Council has developed the "Solar \$aver Program" (**Program**), whereby certain residents of the City of Darebin 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 2026.

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.
- 2.2 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.
- 2.3 If the conditions in clause 2.1.1 - 2.1.2 have not been satisfied by 28 November 2015, 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 1. 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 (eg 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 July 2016. The amount payable by the Householder for each quarterly payment is set out at Item 4 of the Summary Schedule.
- 4.6 Commencing July 2016, 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;
- 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 in accordance with Schedule 2.
- 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, and free from asbestos or other toxic substances, 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 in accordance with clause 3.2.2, 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 Darebin City 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 \$aver 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 1** 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 **Darebin City**))
Council ACN 75 815 980 522 in the presence of:))
))
) Name:
Title: ~~General~~ **Glenn Mountjoy**
Officer Title: Environmental Strategy
Coordinator

.....
Witness

SIGNED by the **Householder/s** named in ()
this agreement in the presence of: ()
.....
Householder/s - signature

.....
Witness – full name Householder/s - full name

.....
Witness – signature ()
.....
Householder/s - signature

.....
Householder/s - full name

Summary Schedule

1.	Commencement Date	1 July 2016
2.	Expiry date	30 June 2026
3.	Cost of the Solar Energy System	\$ See breakdown provided at Schedule 1
4.	Amount payable by the Householder in each quarterly rates notice from July 2017	An amount equal to 1/40 th of the total cost, being: \$

Schedule 1 Solar Energy System Details and Cost

Customer Contact

Reference #
Name
Phone
Email

Site Details

Visit Date	/ /2016
Site Address	XXX Street, XXXXSuburb
Roof Pitch	Pitched
Klip Lock req	No
Roof Type	Tile
Height	1
Orientation	North (345 - 15 Degrees)
Shading	
Shading Comments (if applicable)	

System Specification

System Size	Solar 1.5kW
Panels	: 6 x 255W JA Solar - JAP255 Poly MC4
Inverter	: Sungrow SG2KTL-S
Mounting	: SunLock Mounting
Small-scale technology certificates (STC)	1.5kW system = 26 certificates 2kW system = 35 certificates
Estimate	These discounts have been incorporated into the pricing below.

Item Cost

Item	Description	Cost
System	: Solar 1.5kW	\$0.00
Tilt Frame	: Tilt frames as required	\$0.00
Klip Lock	: Secure frames to roof as required	\$0.00
Tile Mounting	: Additional cost for tiled roof	\$0.00
Height	: Additional cost for 2 nd storey	\$0.00
Access	: Equipment for rooftop access	\$0.00
Switchboard	: Upgrade	\$0.00
Other	: Other costs	\$0.36
TOTAL		\$0.00
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 receipt of your signed Household Agreement to adjust pricing or details where quality assurance matters have been identified.

Schedule 2 Warranty and Supplier Terms and Conditions

See attached

SunEdison Terms and Conditions

System Component Warranties

Date / /2016



City of Darebin Solar \$aver Program

Co-operative Agreement

DAREBIN CITY COUNCIL

And

THE NORTHCOTE RENTAL HOUSING CO-OPERATIVE LTD IN THE AGREEMENT

Table of Contents

1. Term of Agreement..... 2

2. Pre-Conditions..... 2

3. Declaration of Invalidity of Scheme..... 3

4. Payment for Solar Energy System..... 3

5. Council's Obligations..... 4

6. The Co-operative's Obligations..... 4

7. Assignment of Warranties..... 5

8. No Guarantee of Savings..... 5

9. No Liability..... 5

10. Ownership of Solar Energy System..... 6

11. Release and Indemnity..... 6

12. Termination..... 6

13. No Fettering of Council's Powers..... 6

14. Entire Agreement 7

15. Joint and Several Liability..... 7

16. Survival of Indemnities..... 7

17. Severability..... 7

18. Governing Law..... 7

19. Disputes..... 7

20. Definitions..... 7

Summary Schedule..... 9

Schedule 1 Solar Energy System Details and Cost..... 10

Schedule 2 Warranty and Supplier Terms and Conditions..... 11

City of Darebin Solar \$aver Program Co-operative Agreement

DATE / /2016

BETWEEN

Darebin City Council ACN 75 815 980 522
of 274 Gower St, Preston, Victoria 3072, Australia

(Council)

and

Northcote Rental Housing Co-operative Ltd
of 138 Separation St, Northcote VIC 3070

(Co-operative)

BACKGROUND

- A. Council has developed the "Solar \$aver Program" (**Program**), whereby certain Co-operatives in the City of Darebin may elect to have a solar energy system installed at the designated properties 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 Co-operative regarding the supply and installation of a solar energy system under the Program.
- E. The Co-operative is the party to the Agreement as under the Property Lease by DHHS to Common Equity Housing Ltd. (CEHL) and the Agreement between CEHL and the Co-operative, the Co-operative is the entity that is solely responsible for the payment of all Council Rates in full.

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 31 December 2026.

2. **Pre-Conditions**

- 2.1 The provision of a Solar Energy System to the Co-operative 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 Co-operative as part of the Program; and
 - 2.1.2 Council declaring the Scheme to recover the costs of the Program.
- 2.2 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.

- 2.3 If the conditions in clause 2.1.1 - 2.1.2 have not been satisfied by 31 December 2016, 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 Co-operative 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 designated properties, 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 Co-operative's designated properties, the Co-operative may elect to:
- 3.2.1 allow the Solar Energy System to be removed from the Co-operative's designated properties 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 Co-operative.

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 1. 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 (eg 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 Co-operative's designated properties 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 Co-operative's liability under the Scheme

of 10% or more, the Co-operative 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 July 2016. The amount payable by the Co-operative for each quarterly payment is set out at Item 4 of the Summary Schedule.
- 4.6 Commencing January 2017, the Co-operative 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 Co-operative 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;
- 5.2 declare the Scheme and collect payments from the Co-operative 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 Co-operative within a reasonable time of this Agreement being entered into; and
- 5.4 assign all warranties attaching to the Solar Energy System to the Co-operative in accordance with clause 7.

6. The Co-operative's Obligations

- 6.1 The Co-operative must pay to Council the Cost of the Solar Energy System in accordance with clause 4.
- 6.2 The Co-operative 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 in accordance with Schedule 2.
- 6.3 The Co-operative must ensure that those parts of their property in which works are being undertaken by the Contractor are safe to access, and free from asbestos or other toxic substances, prior to the Contractor or its agents accessing the designated properties.

- 6.4 The Co-operative 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 Co-operative 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 Co-operative 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 Co-operative 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 Co-operative 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 Co-operative 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 Co-operative has any concerns, queries or requests for a service call, repair or replacement of the Solar Energy System, the Co-operative must contact the Contractor who supplied and installed the Solar Energy System. Contact details for the Contractor will be supplied to the Co-operative 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 Co-operative, no guarantee is made by Council that the Co-operative 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 Co-operative 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 in accordance with clause 3.2.2, at which time the ownership of the Solar Energy System vests in the Co-operative.
- 10.2 Once all payments payable under this Agreement have been made by the Co-operative in accordance with clause 4, the full ownership of the Solar Energy System will pass from Council to the Co-operative.

11. Release and Indemnity

- 11.1 The Co-operative 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 Co-operative 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 Co-operative 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 Co-operative 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. 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.

16. 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.

17. Governing Law

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

18. Disputes

18.1 Co-operative 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.

18.2 Other disputes arising under this Agreement

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

19. 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.

Co-operative means the Co-operative Limited named in the Agreement acting as the landlord of the specified properties at which a Solar Energy System will be installed.

Council means the Darebin City Council.

Party means either Council or the Co-operative as the context dictates.

Payment Schedule means the arrangements for payment by the Co-operative 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 \$aver 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 1** 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 **Darebin City Council ACN 75 815 980 522** in the presence of:

))
))
))
) Name:
Title: ~~General~~ Mountjoy
Officer Title: Environmental Strategy
Coordinator

.....
Witness

SIGNED by and on behalf of the **Co-operative** named in this agreement in the presence of:

(
(
.....
Co-operative Chairperson - signature

.....
Witness – full name

.....
Co-operative Chairperson - full name

.....
Witness – signature

(
(
.....
Co-operative Authorised Representative - signature
.....
Co-operative Authorised Representative - full name

Summary Schedule

5.	Commencement Date	4 July 2016
6.	Expiry date	31 December 2026
7.	Cost of the Solar Energy System	\$ See breakdown provided at Schedule 1
8.	Amount payable by the Co-operative in each quarterly rates notice from January 2017	An amount equal to 1/40 th of the total cost, being: \$

Date / /2016



City of Darebin Solar \$aver Program

Association Agreement

DAREBIN CITY COUNCIL

and

THE [FILL IN ASSOC NAME] IN THE AGREEMENT

Table of Contents

1.	Term of Agreement.....	2
2.	Pre-Conditions.....	2
3.	Declaration of Invalidity of Scheme.....	3
4.	Payment for Solar Energy System.....	3
5.	Council's Obligations.....	4
6.	The Association's Obligations.....	4
7.	Assignment of Warranties.....	5
8.	No Guarantee of Savings.....	5
9.	No Liability.....	5
10.	Ownership of Solar Energy System.....	6
11.	Release and Indemnity.....	6
12.	Termination.....	6
13.	No Fettering of Council's Powers.....	6
14.	Entire Agreement	7
15.	Joint and Several Liability.....	7
16.	Survival of Indemnities.....	7
17.	Severability.....	7
18.	Governing Law.....	7
19.	Disputes.....	7
20.	Definitions.....	7
	Summary Schedule.....	9
	Schedule 1 Solar Energy System Details and Cost.....	10
	Schedule 2 Warranty and Supplier Terms and Conditions.....	11

City of Darebin Solar \$aver Program Association Agreement

DATE / /2016

BETWEEN

Darebin City Council ACN 75 815 980 522
of 274 Gower St, Preston, Victoria 3072, Australia (Council)

and

.....[insert name/s]

Of (Association)

BACKGROUND

- A. Council has developed the "Solar \$aver Program" (**Program**), whereby certain occupants of the City of Darebin may elect to have a solar energy system installed at the designated 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 Association 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 31 December 2026.

2. Pre-Conditions

- 2.1 The provision of a Solar Energy System to the Association 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 Association as part of the Program; and
 - 2.1.2 Council declaring the Scheme to recover the costs of the Program.
- 2.2 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.
- 2.3 If the conditions in clause 2.1.1 - 2.1.2 have not been satisfied by 31 December 2016, 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 Association 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 Association'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 Association's property, the Association may elect to:
 - 3.2.1 allow the Solar Energy System to be removed from the Association'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 Association.

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 1. 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 (eg 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 designated 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 Association's liability under the Scheme of 10% or more, the Association 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 July 2016. The amount payable by the Association for each quarterly payment is set out at Item 4 of the Summary Schedule.
- 4.6 Commencing January 2017, the Association 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 Association 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;
- 5.2 declare the Scheme and collect payments from the Association 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 Association within a reasonable time of this Agreement being entered into; and

6. The Association's Obligations

- 6.1 The Association must pay to Council the Cost of the Solar Energy System in accordance with clause 4.
- 6.2 The Association 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 in accordance with Schedule 2.
- 6.3 The Association 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 Association must take all reasonable action required by the Contractor, including signing any relevant documents, in order for that connection to take place.
- 6.4 The Association is responsible for any metering or other fees charged by their electricity provider and such charges do not form part of this Agreement.

- 6.5 The Association must not intentionally damage, sell, trade or otherwise dispose of any part of the Solar Energy System ~~during the term of this Agreement~~.
- 6.6 The Association 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.
- 6.7 The Association 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 Association has any concerns, queries or requests for a service call, repair or replacement of the Solar Energy System, the Association must contact the Council's Facilities Maintenance team.

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 Association, no guarantee is made by Council that the Association 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 Association by changes to feed in tariffs, electricity prices or government schemes.

9. Ownership of Solar Energy System

- 9.1 Ownership of the Solar Energy System remains fully vested in Council during the term of the Agreement and following final payment.

10. Termination

- 10.1 Without limiting the generality of any other clause, Council may terminate this Agreement by notice in writing if the Association breaches any essential terms of this Agreement and such breach is not remedied within 60 days of written notice by Council.
- 10.2 If the Association no longer operates from the designated Council building, the Association will no longer be liable to make special charge scheme payments.

11. 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.

12. Entire Agreement

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

13. 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.

14. 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.

15. Governing Law

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

16. Disputes

16.1 Association 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.

16.2 Other disputes arising under this Agreement

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

17. Definitions

In this Agreement, unless the contrary intention appears:

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

Association means the Incorporated Association named in the Agreement as being the occupants of the specified property at which a Solar Energy System will be installed.

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 Darebin City Council.

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

Payment Schedule means the arrangements for payment by the Association 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 \$aver 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 1** 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 **Darebin City**))
Council ACN 75 815 980 522 in the presence of:))
))
) Name:
 Title: ~~Gavin~~ Mountjoy
 Officer Title: Environmental Strategy
 Coordinator

.....
Witness

SIGNED for and on behalf of the ()
Association named in this agreement in ()
the presence of:
Association - signature

.....
Witness – full name Association President - full name

.....
Witness – signature Association - signature

.....
Association Authorised Officer - full name & Title

Summary Schedule

9.	Commencement Date	4 July 2016
10.	Expiry date	31 December 2026
11.	Cost of the Solar Energy System	\$ See breakdown provided at Schedule 1
12.	Amount payable by the Association in each quarterly rates notice from January 2017	An amount equal to 1/40 th of the total cost, being: \$

Schedule 1 Solar Energy System Details and Cost

Customer Contact

Name
Phone
Email

Site Details

Site Name
Site Address

System Specification

System Size	Solar 9.9kW
Panels	31 x 320 Watt Jinko JKM320P-72 panels = 9920 Watts
Inverter	1 x 10kw Sungrow SG10kTL-EC three phase inverter.
Mounting	Clenergy Tin feet (ER-I-05) Clenergy tilt legs (10/15 degrees) (ER-TL-10/15)
Small-scale technology certificates Estimate (STC)	176 STCs These discounts have been incorporated into the pricing below.

Item Cost

Item	Description	Cost
Base System	Solar 9.9kW	\$0.00
Tilt Frame	Tilt frames as required	\$0.00
Klip Lock	Secure frames to roof as required	\$0.00
Tile Mounting	Additional cost for tiled roof	\$0.00
Height	Additional cost for 2 nd storey	\$0.00
Access	Equipment for rooftop access	\$0.00
Switchboard	Upgrade	\$0.00
Other	Split Arrays	\$0.00
TOTAL		\$0.00
GST is not applicable		

Indicative system layout (red mark is potential inverter location TBC)

--

Schedule 2 Warranty and Supplier Terms and Conditions

See attached

Enviroshop Terms and Conditions

System Component Warranties