

Solar Power Ratepayer Application Form

By completing this application and attached agreement, you are requesting Marlborough District Council to provide the service of funding to assist you to purchase and install a Solar Power System for your property as part of Marlborough District Council's Solar Power Programme.

If Council accepts this application a binding contract will be created.

To be eligible for this service, you must be the ratepayer of the property and be entered on the rating information database as the ratepayer. Your rates payments must be up-to-date.

Solar power service you are applying for (RATEPAYER TO COMPLETE)

Ratepayer's name: (all legal property owner/s) Company or trust?* (USE FULL LEGAL NAMES)	<input type="text"/>	
Physical address of property	<input type="text"/>	Postcode <input type="text"/>
Postal address of property (if different from above)	<input type="text"/>	Postcode <input type="text"/>
Daytime phone number	<input type="text"/>	Mobile Number <input type="text"/>
Email	<input type="text"/>	
Property rates account number (from Rates Invoice)	Valuation number	<input type="text"/>
Name of registered service provider	<input type="text"/>	
Description of Solar Power System to be installed (copy of quote must be attached to this form)	<input type="text"/>	
Service Provider's Quote for Total Cost of Solar Power System (GST incl)	\$ (Approved Part)	<input type="text"/>
Amount that the Service Provider will invoice directly to the Ratepayer (GST incl)	\$ (Approved Part)	<input type="text"/>
Amount Marlborough District Council will contribute *(GST incl) - i.e. the Contract Price	\$ (Approved Part)	<input type="text"/>

*** As set out in clause 5 of the attached agreement, Marlborough District Council will recover the funding services amount and associated costs over 9 years by quarterly instalments through a targeted rate on the property.**

I/We acknowledge that interest on the funding amount will be subject to annual review and that any interest rate changes will impact on the targeted rate levied by Council.

I/We understand that when Council approves funding applications, it advises ratepayers of the annual energy efficiency rate and the total payment to Council over nine years (if there was no change to the interest rate during that period), and also advises ratepayers that they can cancel their application before works are commenced.

I/We acknowledge that the administration fee will be subject to annual review and that an early repayment fee may be implemented by Council in the future.

SIGNED BY ALL THE RATEPAYERS AS LISTED ABOVE:

Signature

Signature

Signature

Signature

Date

Marlborough District Council Solar Power Agreement

BETWEEN

* ALL LEGAL RATEPAYERS MUST COMPLETE (PLEASE PRINT NAME CLEARLY)

AND MARLBOROUGH DISTRICT COUNCIL, a District Council named in Schedule 2 to the Local Government Act 2002.

Please read and sign this agreement.

If there are two or more ratepayers for your property, each additional ratepayer should place their name and signature at the bottom of this agreement. By signing, ratepayers acknowledge that each ratepayer is jointly and severally liable for all obligations under this agreement.

The Marlborough District Council Solar Power Programme *assists ratepayers who are homeowners* to install solar power systems in their homes.

You have requested Marlborough District Council to provide funding services so that a registered Service Provider can supply and install a solar power system to your property. By countersigning this agreement Marlborough District Council has approved your application and created a binding agreement with you. You acknowledge that the Ratepayer Application Form is part of this Agreement.

Your application has specified a particular Solar Power System to be installed, and Marlborough District Council will provide funding services so that the registered Service Provider (*who has entered into a contract with Council*) can supply and install that Solar Power System.

Marlborough District Council will provide funding services for the Solar Power System contracted for, and will recover the funding and related Council costs through a targeted rate on your property by quarterly instalments over 9 years. All Marlborough District Council rates include GST.

The ratepayer and Marlborough District Council agree as follows:

1. Marlborough District Council to liaise with the Service Provider

- 1.1 Marlborough District Council accepts the ratepayer's application, and will provide the funding services by making payment direct to a registered Service Provider who is to supply and install the Approved Part of the Solar Power Solution service at the property.
- 1.2 Once Marlborough District Council has notified the ratepayer that the application has been approved, Marlborough District Council will instruct the registered Service Provider to liaise directly with the ratepayer in relation to the practical details of supplying and installing the Solar Power System.

2. Liability for defective work

- 2.1 Subject to clause 2.4 the ratepayer agrees that:
 - 2.1.1 Marlborough District Council has no liability to the ratepayer whatsoever, whether in contract, tort, breach of statutory duty or otherwise, arising out of or in connection with the provision of the Solar Power System to the property, or the acts or omissions of the Service Provider; and
 - 2.1.2 The ratepayer is not entitled to any compensation from Marlborough District Council in respect of defects or damage to, or arising as a consequence of the provision of the Solar Power System, to the property or the acts or omissions of the Service Provider.
- 2.2 Clause 2.1 does not affect any liability the recognised service provider may have to the ratepayer in contract, tort or otherwise, and may not be relied on by the recognised service provider as limiting the recognised service provider's liability in any way.
- 2.3 The ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which Marlborough District Council now or in the future possesses, or is entitled to by virtue of any statute or at common law.
- 2.4 To the extent that the parties are not, by law, able to limit or exclude liability or obligations, Clause 2.1 will not limit or exclude that liability or those obligations.

3. Payment to the registered Service Provider by Council

- 3.1 Once the registered Service Provider has installed the Solar Power System, it will invoice Marlborough District Council for the Contract Price and any costs additional to the Contract Price.

- 3.2 The ratepayer must notify Council within 10 working days after completion of the work, if the work has not been completed to a satisfactory standard by the Service Provider or there is any related dispute with the Service Provider.
- 3.3 Marlborough District Council will, as part of its contract with the registered Service Provider, provide as funding services the agreed Contract Price to the registered Service Provider for installing the Approved Part of the Solar Power System.

4. Payment to Service Provider by Ratepayer(s)

- 4.1 The ratepayer agrees to pay any amounts owing to the registered Service Provider in relation to the installation of the Solar Power System at the property above the Contract Price agreed by Marlborough District Council.
- 4.2 The ratepayer acknowledges that the funding service provided by the Council covers only the Contract Price Approved Part of the Solar Power System (identified as the "Contract Price" and the "Approved Part" in the attached quote); and if there are other costs in relation to the Solution or its installation the Council will not increase the amount of its funding services.

5. Marlborough District Council to assess targeted rate on the property

- 5.1 The ratepayer acknowledges that Marlborough District Council will assess a targeted rate (plus GST) on the property each year, for an expected period of nine years, to pay for the services. That targeted rate will be used to recover all of Marlborough District Council's costs in relation to the services, including the cost of borrowing to fund the provision of the services and a portion of Marlborough District Council's overall administrative costs. Rates payments will be applied to reduce the balance due based on rates instalment dates.
- 5.2 The Marlborough District Council intends to include the targeted rate on the Land Information Memorandum (LIM) for the property, but is not required to do so.

5.3 If the ratepayer intends to sell the property in the period after this agreement has been entered into and while a targeted rate will be or is being assessed against the property, the ratepayer must: (1) notify the Marlborough District Council in writing of the sale; and (2) tell the prospective purchaser about the targeted rate by including a provision in the sale and purchase agreement recording the disclosure.

5.4 If the ratepayer fails to comply with the obligations in clause 5.3 then the ratepayer becomes liable to the purchaser for the balance of the amount needed to clear the remaining value of the services provided under this Agreement and this covenant may be enforced by the purchaser as the beneficiary under this covenant.

5.5 If the ratepayer fails to pay the rates invoice for the property by the due date, the provisions of the Local Government (Rating) Act 2002 apply and the ratepayer will incur late payment penalties in accordance with Marlborough District Council's rates policy.

6. Amounts to be recovered

- 6.1 The Marlborough District Council will recover targeted rates from the ratepayer over a nine year period which will be sufficient to recover the funding services amount and associated costs. As one of the associated costs is Interest, *(and interest rates are subject to annual review)*, there will be impacts on the targeted rate throughout the nine year period if interest rates change.
- 6.2 When Council approves funding applications, it advises ratepayers of the annual energy efficiency rate and the total payment to Council over 9 years *(if there was no change to the interest rate during that period)*. Council also advises ratepayers at that time that they can cancel their funding application before works are commenced.

7. Information Issues

- 7.1 Any information which the ratepayer supplies to Marlborough District Council for the purposes of this agreement may be disclosed to EECA and/or the Service Provider.
- 7.2 In accordance with the Privacy Act 1993, the ratepayer is entitled to have access to their personal information held by Marlborough District Council in connection with this agreement and to request correction of that information.

*** MUST BE SIGNED BY ALL LEGAL PROPERTY OWNER/S LISTED ON THE PROPERTY'S RATES ASSESSMENT AND INVOICE**

If a trust or company, then all authorised signatories must sign. Marlborough District Council is required to hold records of all legal signatories who are responsible for paying rates on this property. If you can't provide all legal ratepayer signatories, please attach an explanation

Name	<input type="text"/>	Signature	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text"/>		

SIGNED FOR AND ON BEHALF OF THE MARLBOROUGH DISTRICT COUNCIL BY

Name	<input type="text"/>	Signature	<input type="text"/>
Position	<input type="text"/>		
Date	<input type="text"/>		

Checklist (please tick the following)

How can I estimate my repayments?

The following table can help you to estimate your repayments*

Marlborough District Council funding service amount, inclusive of associated costs (GST exclusive)	\$11,000	\$9,000	\$7,000
Approximate per annum cost/rate (including GST at 15%)	\$1,808	\$1,482	\$1,156
Approximate per week	\$35	\$29	\$22
Approximate nine year total	\$16,270	\$13,338	\$10,407

* Based on an interest rate of 5.5%, (which is monitored annually and subject to change) and an installation occurring six months before commencement of the first rating year.

I have completed and signed the "Marlborough District Council Solar Power Programme Ratepayer Application Form" on pages 1 - 2.

I have completed all Ratepayer Names on page 3 and signed the "Marlborough District Council Solar Power Agreement on page 5.

I have included either a physical or email copy of the Approved Service Provider's quote.

Return this signed Application/Agreement form and the Service Provider's quote to Marlborough District Council (email: EER@marlborough.govt.nz).