

# Taunton Deane Borough Council

## Tenant Services Management Board – 17 November 2014

### Photovoltaic systems to be fitted to existing housing stock

#### Report of the Housing Development Project Lead – Sustainable Energy

(This matter is the responsibility of Executive Councillor Adkins)

#### 1. Executive Summary

The proposal to design, install and commission 350 Photovoltaic systems to the retained housing stock provides the opportunity for TDBC to make a significant contribution towards our commitment to reducing Carbon emissions and alleviating Fuel Poverty by reducing tenants' electricity bills.

Photovoltaic panels (PV) harness sunlight to create electricity, therefore utilising an infinite resource, making it a renewable energy source. Whilst their orientation requires a Southerly aspect it is not necessary to have bright sunshine. PV Panels continue to generate electricity in all daylight hours, even on overcast days.

The UK is the first country in the world to have a legally binding long term goal to cut Carbon emissions. This involves a 34% reduction in emissions by 2020, and 80% by 2050, based on 1990 levels. By installing 350 systems to our housing stock we can save approximately 11,015 tonnes of Carbon over 20yrs.

The scheme provides significant financial benefits to our tenants through free electricity generated by the PV Panels and is calculated based on the Government Standard Assessment Procedure (SAP Gov't) with a saving on average of £247.54 per annum per household on current electricity bills.

TDBC would generate income through the feed in tariff (FIT) which is guaranteed for 20 years as detailed within the Energy Act, it is Indexed Linked and, based on Government SAP calculations, would generate a positive cash flow of £1.2m over the fixed 20year FIT.

The initial capital investment for 350 properties will be £1,509,000 for fitted systems. The systems should be paid back within the first 13 years and the revenue stream is then additionally guaranteed for 7 years.

## **2. Background**

In order to achieve our goal of reducing tenants' electricity bills, generate an income via FITs and reduce carbon emissions, it is beneficial for TDBC to draw on the experience of The Carbon Savings Alliance (CSA).

The CSA is a consortium of social landlords committed to reducing electricity prices for their tenants. They instructed Trowers and Hamlin Solicitors to create frameworks that are OJEU compliant and suitable for members to access. The £300,000 legal fees incurred were paid by Alliance Homes (Ventures) Limited. As TDBC are members of The CSA there is no cost to access the Framework.

It is proposed that TDBC access the CSA's Photovoltaic Framework in order to secure a competitive price and reduce the need for tendering, thus saving valuable time considering the Feed in Tariffs are predicted to drop in early 2015.

TDBC has been looking at solutions to enable PV to be installed to a significant number of properties across the property portfolio, other funding solutions were considered including "rent a roof" but this did not enable the revenue generated to be claimed by TDBC and then reinvested to support additional renewable energy projects. The CSA model provided the vehicle to facilitate this project.

## **3. Investigations**

### **3.1 Identification of suitable properties**

A desktop study was carried out in 2012 to identify a little over 700 suitable properties that have a southern orientation, the correct roof pitch and suitable construction type. The Senior Leadership Team have chosen to focus on 350 of these 700 identified properties, to allow for tenant refusal and to borrow an amount that the HRA account can feasibly permit.

### **3.2 Tenant involvement**

Tenants will be written to explaining that their home may be suitable for PV panels and suggesting a full survey to be carried out on the property. Tenants will be told they are to receive free electricity whilst TDBC receive the Feed in Tariff income.

We will promote this benefit to tenants during the consultations to encourage tenant uptake and enthusiasm for the PV panels. It is proposed to produce information material for the tenants in the form of interesting leaflets produced by the graphics department.

Tenants will not be bound to use a particular energy supplier and can switch suppliers at any point.

As the PV panels will pose a material change to the property, TDBC will have to amend the tenancy to include the panels as part of the structure. This will require a "notice of variation", "notice of intention" and a "letter of amended terms". This will

explain to the tenants the terms and conditions of having panels on the roof. Examples of letters to be sent are in Appendix 1.

### **3.3 Installation of the PV panels**

Approved sub-contractors will be appointed to carry out the survey, design and gain the District Network Operator's permission to access the National Grid.

As the number of properties proposed is substantial it is advised to employ more than one local installer, to avoid a "boom and bust" situation for smaller companies. The installation contract is likely to take three months, which would be a considerable amount of work for one installer to fit around their other contracts. It is proposed to have four teams of two person installers carrying out the work, with each two person team fitting two houses per day.

The Framework is for the supply of the PV panels only, installers will have to be secured via a tender process, and the CSA will assist with this. They have tendered a cost per unit to install, this is £800 per property.

On the installation day, or closely afterwards, the tenants will be instructed on the system and operation. Asset Management, Property and Communities Teams will also be informed on the operation and benefits of the systems.

The PV panels offered via the framework are Bosh and available for supply only at a cost of £1,142 per kWh, with the average semi-detached house requiring 3kWh systems (approx.12 panels). Resulting in an average purchase price per 3 bed property as £3,426, plus installation cost.

### **3.4 Collection of the Feed in Tariff and maintenance**

The Feed in Tariff will be collected by The Low Carbon Exchange (LCX), a company responsible for the maintenance and management of the systems. They will remotely read the data, inform TDBC if any panels are faulty and arrange for repairs, at their cost. It is a remote management set up where TDBC will have no practical involvement in the repair or maintenance of the system for 25yrs. There is an annual cost of approximately £75 per property to carry out this service and arrange for the Feed in Tariff income to be sent to TDBC. A contract break clause is available for both LCX and TDBC.

The PV panels are MSC (Microgeneration Certification Scheme) accredited and have a 25yr guarantee. Installation errors will not be covered and should be addressed under the installer warranties.

Although the PV panels have a 25yr guarantee, The CSA state studies show their lifespan can be up to 40yrs, with efficiencies of the panels dropping by only half a percent per annum. This means tenants will continue to receive free electricity long after the FIT TDBC receives has ended.

### 3.5 Right to Buy applications

Consideration has been given to the prospect of a council property with photovoltaic panels being sold under Right to Buy (RtB). It is recommended the panels are removed prior to a Right to Buy purchase completes, for the following reasons;

- When valuing the property for RtB application the panels cannot be considered as a separate commodity and cannot be added onto the value of the property. The RtB discount would also apply to the PV panels. TDBC would therefore not recoup the cost of installing the PV and lose projected FIT income if the panels were sold with the property.
- If TDBC were to sell the PV panels to a RtB applicant there may be a perceived risk of future claims against TDBC for issues such as future damage to roofs arising from installation of PV panels.
- If panels are removed prior to selling, the roofs will be surveyed to identify and remedy any potential issues, therefore negating future claims.
- If TDBC were to exclude the PV from the sale of the property, but provide the option of the tenants to buy the panels, the tenants would have to consider the cost of the panels, averaging £4,472 (inc. fitting), and to reimburse TDBC the future FIT, which could be in the region of £4,072 for 20 years' worth of FIT income.
- The cost of removing the PV panels will equate to half a day's labour for a two person team, The Carbon Savings Alliance advised this would cost in the region of £300. The panels can then be installed on another suitable property in the Deane. The total cost of removing and re-installing is estimated to be in the region of £600. Whilst this will be a cost TDBC cannot recoup, it will prevent any future costly issues, delays in RtB applications and Officer time.

## 4. **Finance**

The total cost of this project is £1.51m and this would generate a guaranteed annual income for the HRA for 20 years as well as providing reduced energy bills for the tenants. It is proposed this is funded from borrowing, with the FIT income received used to service the debt. Cash flow for TDBC will not be problematic as the funds will be borrowed when necessary and the income more than covers the debt. The £1.5m borrowing will be accounted for in the HRA borrowing head room.

The financial model for this project is measured by Government figures calculated using Standard Assessment Procedure (SAP), this is not the SAP used for calculating the Energy Rating of a property, but a way of predicting how many kWh will be generated in each region, which goes towards calculating the FIT income amount. TDBC region has been deemed as 1,024 kWhs per annum, but in reality this figure will be higher. This means our realistic FIT income could be greater than currently modelled.

The initial capital investment for 350 properties will be £1,509,000 for fitted systems. The systems should be paid back within the first 13 years and the revenue stream is then additionally guaranteed for 7 years.

#### **4.1 Finance Comments**

The project has a positive cash flow and is expected to contribute a total of £1.2m to the HRA Business Plan by year 20. In budget terms this will mean a net annual income after the loan repayments are made of approximately £32k in 2015/16 rising to £89k in year 20. This income could be reinvested in the HRA for example in revenue sustainable energy projects.

The HRA borrowing position including this amount will remain comfortably within the HRA capital debt cap imposed by government. The current net headroom (the borrowing available within the debt cap after approved borrowing such as Creechbarrow Road and the Phase 1 redevelopment sites) is £14.0m. The borrowing could be executed through 'internal borrowing' – which is essentially using available HRA and/or General Fund cash balances – or through 'external borrowing' such as taking out a loan from the Public Works Loan Board (PWLB) or another financial institution. The eventual financing arrangement will be handled through the Council's treasury operations, in line with the Treasury Management Strategy and Policies. The financial appraisal has assumed a borrowing rate of 3.34% for financial modelling purposes.

The risk of losing units through Right to Buy (RTB) would be mitigated through the proposal to remove panels when sold and reinstalling them on another suitable dwelling. Although there is a cost associated with this, it ensures the continuation of the income stream.

#### **5. Legal Comments**

Tenancy agreements will need to be varied in connection with the scheme and also the effect of the scheme under the Right to Buy provisions of the Housing Act and this can be done following the necessary statutory consultation.

It should also be noted that there is no statutory right of entry for installation or other works to the panels and so the Council will need to work to ensure relevant tenant engagement with this scheme.

Building Control may need to approve the installation of the PV panels unless the installer is registered with a competent provider scheme which covers all the relevant parts of the affected buildings.

Procurement issues may also need to be dealt with in accordance with the Council's policy.

## **6. Links to Corporate Aims**

This proposal meets TDBC HRA Business Plan Objectives 1, 3 and 4

- 1 – Securing a long term future for the housing service. This means continuing to invest in the management of the housing stock to ensure it meets tenants' needs, who should be at the heart of decision making.
- 3 – Investment in our housing stock, regeneration and affordable housing. This means investing in our existing housing stock to deliver a standard that meets the needs of the stock and local aspirations. It also means planning and successfully managing the regeneration of our housing estates and communities, providing homes that cater to the needs of an expanding and diverse population within communities that people are proud of.
- 4 – Climate Change. This means taking action to reduce Carbon emissions across our housing stock through our investment planning, service delivery and community action.

## **7. Environmental Implications**

The PV panels are vital if TDBC are to reduce its housing stock's Carbon emissions and meet the Corporate Plan to reduce tenants running costs.

- Reducing residents energy bills – an average of £247.54 per house per year
- Free hot water to properties with an immersion tank by using Optimerrision, any export over 300 watts is directed to the immersion heater to help lower the electricity demand to heat the hot water
- Support Small to Medium Enterprises (SMEs) in the region
- Potential to increase Asset Value & improve SAP Values by 13 points, a major step in improving the energy rating of a property
- Reduce carbon footprint & energy demand
- Use surplus to invest in further energy saving measures to reduce the impact of fuel poverty
- An opportunity to enhance training & development of staff
- An opportunity to assist with behavioural change and education opportunities within communities relating to energy usage
- 11,015 tonnes of Carbon saved in 20years, but systems will continue saving Carbon as panels expect to have a further 20yrs lifespan.

## **8. Community Safety Implications**

No envisaged measures required

## **9. Equalities Impact**

Evidence taken shows no potential discrimination specific to Protected Groups. A full Equalities Impact Assessment can be found in the Appendix 2.

## 10. Risk Management

- FITs drop in Jan 2015 and due to be phased out by 2020. Resulting in less FIT income and longer payback time if not secured by Spring 2015. The financial modelling has used the projected FIT for January 2015 to take this into consideration
- If CSA Framework not accessed, TDBC will have to create an OJEU tender, thus delaying the scheme by 7-9 months minimum
- Project will require structured payment times, to facilitate installers' cash flows, TDBC to ensure cashflow schedule is in place and payments are made promptly Properties must be in good structural integrity
- Tenants need to give permission. Tenant engagement can be difficult to achieve but other case studies indicate tenant uptake is positive due to the incentive of receiving free electricity.
- Considerable officer time will be required in consulting with tenants and stakeholders via house visits, roadshows, articles, meetings and surveys. A part time administration post and external Contracts Manager will need to be appointed, a £30,000 sum has been allowed in the financial modelling.

## 11. Partnership Implications (if any)

Tenant Forum and Tenant Board will need to be consulted on the process, with stakeholder events to explain the scheme and how PV works.

## 12. Recommendations

- Recommendation for Council to approve a budget of £1,509,000 to purchase and install 350 suitably orientated properties to facilitate a guaranteed FIT for 20yrs, saving in the region of 11,015 tonnes of Carbon and creating a positive cash flow of £1.2 between years 13-20. The resulting Feed in Tariff income should be ring fenced to invest in hard to heat properties that are not suitable for PV.
- To remove installed panels from properties that are to be sold, either via Right to Buy or on the open market. This ensures TDBC retain the asset of the panels and the projected Feed in Tariff.

**Contact:** Caroline White  
(Housing Development Project Lead – Sustainable Energy)  
01823 358696  
[caroline.white@tauntondeane.gov.uk](mailto:caroline.white@tauntondeane.gov.uk)

Appendix 1 – Example letters for amendments to tenancy terms appendix and summary of financial modelling

Appendix 2 – Equalities Impact Assessment form

[Tenant]

[Address]

[Address]

Dear [Tenant]

### **Notice of Variation of your Tenancy Agreement**

We recently sent you a letter in which we set out a proposal to install a PV Solar Panel System at your property. We enclosed a Notice of Intention to Vary the Terms and Conditions of Your Tenancy Agreement and asked you to contact us within 28 days if you had any comments about these.

We have considered the feedback that we have received. We have decided to change the terms and conditions of your tenancy agreement to allow us to include terms and conditions relating to the installation, use and maintenance of a PV Solar Panel System at your property.

We enclose a Notice of Variation. This Notice sets out the varied terms and conditions of your tenancy agreement relating to the installation, use and maintenance of PV Solar Panels at your property. These terms and conditions will come into force on [28 days after Notice of Intention served].

If you do have any questions or comments about the intended changes to your tenancy agreement or about the contents of this letter please contact us at [insert contact details – post / email / telephone].

Yours Sincerely

Taunton Deane Borough Council



## NOTICE OF VARIATION

### **CURRENT TERM**

Your current tenancy agreement does not contain any terms and conditions relating to the installation, use and maintenance of PV solar panel systems.

### **NEW TERM**

Appendix [3]

#### **PV Solar Panel System**

##### **Definitions**

**Feed in Tariff** means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro-generation of electricity by the Solar Panel System including carbon credits or CO2 savings;

**OFGEM** means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff;

**the Provider** means any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title;

**Solar Panel System** means any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the Property.

##### **General terms**

It is agreed as follows:

- 1 We or the Provider may install a Solar Panel System at the Property and retain it there but we are not under any obligation do so.
- 2 For a period of twenty years from the date that the Solar Panel System is installed at the Property and has been entered into the Central FIT

Register by OFGEM the Solar Panel System belongs to the Provider and is not part of the Property and there is no obligation for us or the Provider to maintain it under the Tenancy.

- 3 The Provider may connect the Solar Panel System into the existing electrical system within the Property.
- 4 The Provider is exclusively entitled to the benefit of the Feed in Tariff and you will not claim any right or entitlement to the Feed in Tariff.
- 5 Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 6 Any electricity generated by the Solar Panel System that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 7 We or the Provider may at any time alter the Solar Panel System or remove it from the Property either permanently or for a period of time.
- 8 Any obligation in the Tenancy for us to maintain any installation for the supply of electricity at the Property does not include an obligation to maintain the Solar Panel System.
- 9 In the event of the Solar Panel System or any part of it failing the Solar Panel System can be left in situ until such time as the Provider decides to repair or replace or remove the Solar Panel System.
- 10 That the amount of electricity that the Solar Panel System may generate and which may be used by you is not guaranteed and that it may vary (or reduce to zero) and that the Provider is not liable in any way to compensate you for any variation irrespective of the reason for the variation.

#### Our obligations

- 11 We will inform you in writing if a Solar Panel System is going to be installed on the Property.
- 12 We will inform you in writing if a Solar Panel System is going to be removed from the Property by either us or the Provider.

- 13 We will give you reasonable notice in writing if access is required by the Provider or their employees or contractors to install, inspect, maintain, repair, replace or undertake other works to the Solar Panel System and to take meter readings.

Your obligations

- 14 You must allow the Provider (and the Provider's employees or contractors) access at reasonable times to install, inspect, maintain, repair, replace or undertake other works to the Solar Panel System and to take meter readings.
- 15 You must not cause any damage to or interfere with the Solar Panel System or its operation in any way whatsoever.
- 16 You must pay us or the Provider any reasonable costs incurred in repairing any damage caused by you or members of your household or visitors to the Property to the Solar Panel System.
- 17 You must make sure that no trees or vegetation at the Property grow to overshadow the Solar Panel System.
- 18 You must not construct anything at the Property which overshadows the Solar Panel System.
- 19 You must tell us as soon as you become aware of any damage (however the damage is caused) to either the Solar Panel System or any part of the Property to which the Solar Panel System is attached or in which it is contained.

**DATE ON WHICH VARIATION WILL TAKE EFFECT**

[28 days after notice served]

[Tenant]

[Address]

[Address]

Dear [Tenant]

## **Preliminary Notice of Intention to serve a Notice of Variation of your Tenancy Agreement**

We have recently secured funding to install a PV solar panel system in properties across all of our regions. The solar panels will generate electricity and this may lead to a reduction in your electricity bills. It is estimated that your system will generate up to £247 a year over the next 20 years. Our energy advisers will be able to advise you how best to use your home energy usage, to maximise the benefit to you.

Before we install a PV solar panel system in any properties we need to amend the terms and conditions of your tenancy agreement to deal with the possibility that a PV solar panel system may be installed at your home. This is so that you understand what your rights and obligations are and what our rights and obligations are if a PV solar panel is installed.

Your tenancy agreement sets out the procedure that we must follow if we want to change the terms and conditions of your tenancy agreement. The first step in this procedure is to notify you that we intend to vary your tenancy agreement. We are also required to inform you what the intended variation to your tenancy agreement will be. This letter and the attached 'Notice of Intended Variation' to your tenancy agreement is our formal notice to you.

You have 28 days to respond to make any comments about the proposed variation to the terms and conditions of your tenancy agreement.

We will consider your comments before we make a final decision. If we do decide to vary your tenancy we will send you a written 'Notice of Variation' setting out in writing the varied terms and conditions and giving you 28 days notice before the changes take effect.

If you do have any questions or comments about the intended changes to your tenancy agreement or about the contents of this letter please contact us at [\[insert contact details – post / email / telephone\]](#).

Yours Sincerely

Taunton Deane Borough Council

## NOTICE OF INTENTION TO VARY YOUR TENANCY AGREEMENT

### CURRENT TERM

Your current tenancy agreement does not contain any terms and conditions relating to the installation, use and maintenance of PV solar panel systems.

### NEW PROPOSED TERM

Appendix [3]

#### **PV Solar Panel System**

##### **Definitions**

**Feed in Tariff** means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro-generation of electricity by the Solar Panel System including carbon credits or CO2 savings;

**OFGEM** means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff;

**the Provider** means any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title;

**Solar Panel System** means any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the Property.

##### **General terms**

It is agreed as follows:

- 1 We or the Provider may install a Solar Panel System at the Property and retain it there but we are not under any obligation do so.
- 2 For a period of twenty years from the date that the Solar Panel System is installed at the Property and has been entered into the Central FIT Register by OFGEM the Solar Panel System belongs to the Provider and is not part of the Property and there is no obligation for us or the Provider to maintain it under the Tenancy.
- 3 The Provider may connect the Solar Panel System into the existing electrical system within the Property.

- 4 The Provider is exclusively entitled to the benefit of the Feed in Tariff and you will not claim any right or entitlement to the Feed in Tariff.
- 5 Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 6 Any electricity generated by the Solar Panel System that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 7 We or the Provider may at any time alter the Solar Panel System or remove it from the Property either permanently or for a period of time.
- 8 Any obligation in the Tenancy for us to maintain any installation for the supply of electricity at the Property does not include an obligation to maintain the Solar Panel System.
- 9 In the event of the Solar Panel System or any part of it failing the Solar Panel System can be left in situ until such time as the Provider will repair or replace or remove the Solar Panel System.
- 10 That the amount of electricity that the Solar Panel System may generate and which may be used by you is not guaranteed and that it may vary (or reduce to zero) and that the Provider is not liable in any way to compensate you for any variation irrespective of the reason for the variation.

### **Our obligations**

- 11 We will inform you in writing if a Solar Panel System is going to be installed on the Property.
- 12 We will inform you in writing if a Solar Panel System is going to be removed from the Property by either us or the Provider.

We will give you reasonable notice in writing if access is required by the Provider or their employees or contractors to install, inspect, maintain, repair, replace or undertake other works to the Solar Panel System and to take meter readings.

### **Your obligations**

- 13 You must allow the Provider (and the Provider's employees or contractors) access at reasonable times to install, inspect, maintain, repair, replace or undertake other works to the Solar Panel System and to take meter readings.

- 14 You must not cause any damage to or interfere with the Solar Panel System or its operation in any way whatsoever.
- 15 You must pay us or the Provider any reasonable costs incurred in repairing any damage caused by you or members of your household or visitors to the Property to the Solar Panel System.
- 16 You must make sure that no trees or vegetation at the Property grow to overshadow the Solar Panel System.
- 17 You must not construct anything at the Property which overshadows the Solar Panel System.
- 18 You must tell us as soon as you become aware of any damage (however the damage is caused) to either the Solar Panel System or any part of the Property to which the Solar Panel System is attached or in which it is contained.

### **REASONS FOR PROPOSAL**

We are installing PV on the property in order to reduce carbon emissions and to generate green electricity. The Feed In Tariff will help TDBC pay for the panels and you will receive the electricity generated.



[Tenant]

[Address]

[Address]

Dear [Tenant]

### **Installation of PV Solar Panels: Variation of your Tenancy Agreement**

As you will be aware, we have recently secured funding to install a PV solar panel system in properties across all of our regions. The solar panels will generate electricity and this may lead to a reduction in your electricity bills. It is estimated that your system will generate up to £247 a year over the next 20 years. Our energy advisers will be able to advise you how best to use your home energy usage, to maximise the benefit to you.

Before we install a PV solar panel system in any properties we need to amend the terms and conditions of your tenancy agreement to deal with the possibility that a PV solar panel system may be installed at your home. This is so that you understand what your rights and obligations are and what our rights and obligations are if a PV solar panel is installed.

We have discussed this with you in person and you have agreed to the installation of the PV Solar Panels at your home. The final step before we can go ahead and install this is for you to confirm in writing that you agree to the amendments to the terms and conditions of your tenancy agreement.

We have attached the amended terms of your tenancy agreement. If you are happy to agree to the proposed amendments to your tenancy agreement please sign and date at the bottom of the attached terms and conditions.

If you do have any questions or comments about the intended changes to your tenancy agreement or about the contents of this letter please contact us at [\[insert contact details – post / email / telephone\]](#).

Yours Sincerely

Taunton Deane Borough Council

## AMENDED TERMS OF YOUR TENANCY AGREEMENT

### **CURRENT TERM**

Your current tenancy agreement does not contain any terms and conditions relating to the installation, use and maintenance of PV solar panel systems.

### **NEW PROPOSED TERM**

Appendix [3]

#### **PV Solar Panel System**

##### **Definitions**

**Feed in Tariff** means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro-generation of electricity by the Solar Panel System including carbon credits or CO2 savings;

**OFGEM** means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff;

**the Provider** means any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title;

**Solar Panel System** means any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the Property.

##### **General terms**

It is agreed as follows:

- 1 We or the Provider may install a Solar Panel System at the Property and retain it there but we are not under any obligation do so.
- 2 For a period of twenty years from the date that the Solar Panel System is installed at the Property and has been entered into the Central FIT Register by OFGEM the Solar Panel System belongs to the Provider and is not part of the Property and there is no obligation for us or the Provider to maintain it under the Tenancy.

- 3 The Provider may connect the Solar Panel System into the existing electrical system within the Property.
- 4 The Provider is exclusively entitled to the benefit of the Feed in Tariff and you will not claim any right or entitlement to the Feed in Tariff.
- 5 Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 6 Any electricity generated by the Solar Panel System that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 7 We or the Provider may at any time alter the Solar Panel System or remove it from the Property either permanently or for a period of time.
- 8 Any obligation in the Tenancy for us to maintain any installation for the supply of electricity at the Property does not include an obligation to maintain the Solar Panel System.
- 9 In the event of the Solar Panel System or any part of it failing the Solar Panel System can be left in situ until such time as the Provider decides to repair or replace or remove the Solar Panel System.
- 10 That the amount of electricity that the Solar Panel System may generate and which may be used by you is not guaranteed and that it may vary (or reduce to zero) and that the Provider is not liable in any way to compensate you for any variation irrespective of the reason for the variation.

### **Our obligations**

- 11 We will inform you in writing if a Solar Panel System is going to be installed on the Property.
- 12 We will inform you in writing if a Solar Panel System is going to be removed from the Property by either us or the Provider.
- 13 We will give you reasonable notice in writing if access is required by the Provider or their employees or contractors to install, inspect, maintain, repair, replace or undertake other works to the Solar Panel System and to take meter readings.

### **Your obligations**

- 14 You must allow the Provider (and the Provider's employees or contractors) access at reasonable times to install, inspect, maintain, repair, replace or

undertake other works to the Solar Panel System and to take meter readings.

- 15 You must not cause any damage to or interfere with the Solar Panel System or its operation in any way whatsoever.
- 16 You must pay us or the Provider any reasonable costs incurred in repairing any damage caused by you or members of your household or visitors to the Property to the Solar Panel System.
- 17 You must make sure that no trees or vegetation at the Property grow to overshadow the Solar Panel System.
- 18 You must not construct anything at the Property which overshadows the Solar Panel System.
- 19 You must tell us as soon as you become aware of any damage (however the damage is caused) to either the Solar Panel System or any part of the Property to which the Solar Panel System is attached or in which it is contained.

**REASONS FOR PROPOSAL**

We have received funding for the installation of PV Solar Panels throughout all of our regions and intend to begin installing PV Solar Panels at selected properties.

**AGREEMENT TO VARIATION**

I agree to this variation of my tenancy agreement.

Signed: .....

Dated: .....

Full Name: .....

Address: .....  
.....  
.....

## Equality Impact Assessment – pro-forma

<b>Responsible person</b>	Caroline White	<b>Job Title</b> Housing Development Project Lead – Sustainable Energy
<b>Why are you completing the Equality Impact Assessment? (Please mark as appropriate)</b>	Proposed new policy/service	
	Change to Policy/service	
	Budget/Financial decision – MTFP	x
	Part of timetable	
<b>What are you completing the Equality Impact Assessment on (which, service, MTFP proposal)</b>	<b>Proposed scheme to purchase and install 350 Photovoltaic systems to retained council housing stock</b>	
<b>Section One – Scope of the assessment</b>		
What are the main purposes/aims of the policy/decision/service?	To reduce Carbon emissions and help alleviate fuel poverty by reducing tenants' electricity bills.	
Which protected groups are targeted by the policy/decision/service?	It is not specific to a 'protected group'.	
What evidence has been used in the assessment - data, engagement undertaken – please list each source that has been used The information can be found on....	Potential Carbon savings from the installation of 350 units Projected Feed in Tariff income Desktop survey of TDBC housing with a South facing roof identified the suitable properties to be retrofitted	
<b>Section two – Conclusion drawn</b> about the impact of service/policy/function/change on different groups highlighting negative impact, unequal outcomes or missed opportunities for promoting equality		
The properties identified were not determined by occupancy, but through physical characteristics such as suitable orientation to maximise electricity generation from PV panels.		
Age – no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage		
Gender – no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage.		

Sexual orientation - no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage.

Gender reassignment - no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage.

Pregnancy and maternity - no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage.

Religion /Belief - no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage.

Disability – no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage

Race – no specific policy or mention in the text because no general inequalities were identified or known about to show disadvantage

**I have concluded that there is/should be:**

No major change - no adverse equality impact identified

Evidence taken shows no potential for discrimination specific to protected groups

Adjust the policy/decision/service

Continue with the policy/decision/service

Stop and remove the policy/decision/service

Reasons and documentation to support conclusions

**Section four – Implementation – timescale for implementation**

**Section Five – Sign off**

Responsible officer

Management Team

Date	Date
<b>Section six – Publication and monitoring</b>	
Published on	
Next review date	Date logged on Covalent

### Action Planning

The table should be completed with all actions identified to mitigate the effects concluded.

<b>Actions table</b>						
<b>Service area</b>				<b>Date</b>		
<b>Identified issue drawn from your conclusions</b>	<b>Actions needed</b>	<b>Who is responsible?</b>	<b>By when?</b>	<b>How will this be monitored?</b>	<b>Expected outcomes from carrying out actions</b>	