

**MEMORANDUM OF AGREEMENT
PARTICIPATION IN THE DISTRICT'S MULTI-FAMILY TOILET REBATE
PROGRAM**

THIS AGREEMENT is made and entered into as of this _____ day of _____ 20_____, by and between, _____ Fulton County _____ (hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District") and is in effect as of _____ 20____.

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area,

WHEREAS, the District will coordinate and manage a District-wide Multi-Family Toilet Rebate Program ("the Program") for certain multi-family residential customers by providing administrative services as stated in Duties of the District, and

WHEREAS, the Utility desires to participate in the District-wide Program, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the Program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the administrative charge for each application approved for rebate.
- f. Promotes the Program through a link on the Utility's website, bill inserts, mailers, and/or other forms of communication.
- g. On site verification of toilet installation is optional but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process pre-approvals, rebate applications, and post-installation verification, which includes a virtual inspection of select toilets at each customer location when technically feasible.
- b. Maintains a website, pre-approval and application forms, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the Program and processing applications.
- d. Makes available applications to multi-family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. To be eligible, applicants must at a minimum (i) own or represent the owners of a multi-family residential building (no institutional or commercial buildings) on a master meter and built prior to 1994, (ii) plan to install a tank-type toilet (not flush-valve toilets), (iii) be current on their water bill, (iv) be applying to replace at least 30 toilets but not more than _____, and (v) obtain preapproval, install the new toilets, and schedule post-installation verification within a 90-day period.
- f. Inspect and approve new toilets in a post-installation virtual inspection with customer.
- g. Notifies the Utility of rebate amount to credit customer.
- h. Sends a confirmation/rejection letter to each customer.
- i. Provides management reports for Utilities to access on a regular basis.
- j. Invoices the Utility for the per-application administrative charges.
- k. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.

3. Costs Paid by Utility

The Utility hereby agrees to provide funding of \$_____ for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees.

The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. Rebates are only eligible for UHET toilets using 1.1gpf or less with a maximum rebate face value of \$75 per toilet. HET toilets using 1.28 gpf are no longer be eligible for rebates.

Additionally, the Utility agrees that an administrative charge of \$400 for rebate applications covering 30 to 90 toilets and \$675 for rebate applications covering 91 or more toilets.

4. Payment Method

Utility will pay administrative charges to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their Program participation by amending this Agreement.

5. Term

This Agreement shall become effective as of the date first written above and shall continue in

full force and effect until _____. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative charges associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

Tonya R. Grier
Fulton County
Clerk to the Commission

Robert L. Pitts, Chair
Fulton County
Board of Commission

Fulton County
County Attorney

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT

By: _____
Title: Chairperson