



Metropolitan North Georgia Water Planning District

International Tower | 229 Peachtree St., NE | Suite 100 | Atlanta, GA 30303

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN THE DISTRICT-WIDE
SMART LEAK DETECTOR REBATE PROGRAM**

THIS AGREEMENT is made and entered and is in effect as of this
__21st__ day of __June__ 2023, 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”).

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing Residential Customer
Leak Reduction Program; and

WHEREAS, the District will coordinate and manage a District-wide Smart Leak Detector
Rebate Program (“the Program”) for single-family residential customers by providing
administrative services as stated in the Duties of the District and

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

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 smart leak detector 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. Promotes the program through links on Utility websites, bill inserts, mailers, and/or other forms of communication.
- f. Shares water use data of approved customers with the District.

2. Duties of the District

- a. Provides administrative services to process rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.
- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single-family residential upon customer request.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based upon receipt of original smart leak detector purchase receipt, copy of recent water bill in the applicant's name, confirmation of eligible product model, a picture documentation of proper product installation. What about picture documentation?
- f. Notifies the Utility of the rebate amount to credit the customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis, if requested.

3. Costs Paid by the Utility

The Utility hereby agrees to provide funding of \$ 18,000.00 for this program for the term of the agreement. Funding is the total annual allocated by the Utility for rebates 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. However, Utilities should provide enough funding to span the duration of the program.

The Utility further agrees that the District will only process rebates for smart leak detector under the approved product list created by the District. Rebates awarded are under a 2-tier structure. Products, before tax, valued at or greater than \$100 receive a \$100 rebate.

Products, before tax, valued at under \$100 receive a \$50 rebate.

Customers can only receive one smart leak detector rebate per property.

4. Term

This Agreement shall become effective as of the date written above and shall continue in full force and until the end of the rebate program on December 31, 2025.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

UTILITY



Tonya R. Grier
Fulton County
Clerk to the Commission



Robert L. Pitts, Chair
Fulton County
Board of Commission

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT



By: _____
Title: Chairperson