Energy Smart Memphis Participation Agreement between MLGW and Shelby County Community Services Agency

Energy Smart Memphis Initiative

This Agreement, entered into this 20th day of June, 2008, between **Memphis Light, Gas and Water Division** (hereafter MLGW) and **Shelby County Community Services Agency** (hereafter Agency).

Whereas, MLGW is undertaking a pilot program called *Energy Smart Memphis* to help customers use less energy and water; and

Whereas, MLGW in this pilot program wishes to fund certain repairs and improvements to homes in Memphis and Shelby County that allow customers to use less energy and water or use it more efficiently; and

Whereas, Agency already performs this type work using federal and other funds; and

Whereas, through *Energy Smart Memphis*, MLGW identifies customers who need but may not be able to afford certain repairs and improvements through workshops and scrutiny of its utility usage records; and

Whereas, MLGW desires to increase the number of homes receiving weatherization repairs and/or improvements in order to provide a statistically significant sample of participating customers in order to determine what impact such conservation measures may have upon reducing customer energy consumption, reducing uncollectible debt and ultimately reducing the need for additional energy generation; and

Whereas, MLGW intends for the contemplated *Energy Smart Memphis* pilot funds to be used to supplement, not replace, any existing Agency funding that might otherwise be available for weatherization repair and/or improvement purposes; and

Whereas any repairs performed, will be for customers meeting federal low-income guidelines, living in their own home, and current on payment of property taxes.

Now, therefore the parties agree as follows:

MLGW may refer customers to Agency, or customers may contact Agency after participation in *Energy Smart Memphis* workshop, and Agency will determine if certain repairs or improvement are needed and feasible, and Agency will determine whether the customer meets the federal low-income guidelines and any additional qualification guidelines of *Energy Smart Memphis* and Agency.

Agency may perform repairs or improvements to homes of customers referred as indicated above, including work on building envelope, water pipes and fixtures, heating, venting and air conditioning equipment, gas pipes, and water heating equipment.

All improvements will be performed in a workmanlike manner and adhere to all applicable codes, including energy efficiency codes.

Agency will fill out Energy Smart Improvement Report (see appendix) for each home improved, and submit to MLGW as a request for reimbursement of money spent on the repairs and improvement up to the cap of $3,000 per home.

MLGW has the right to inspect all work for quality and code adherence.

Within three weeks of receipt of Energy Smart Improvement Report, MLGW shall make reimbursement to Agency for money spent plus 10% to cover administrative expenses, or give Agency reason why reimbursement cannot be made. Reasons for possible non payment include but are not limited to non qualifying customer, non-covered repair, excessive cost, poor workmanship, and failure to meet code requirements.

Energy Smart Memphis pilot money is limited to $3,000 per home. Agency, with potential input from MLGW or other entity designated by MLGW, will determine what if any improvements or repairs should be made to the home of a qualifying customer. In the event that improvements/repairs exceeding $3,000 are justified, Agency may use other funding outside of *Energy Smart Memphis* to fund the repairs.

Agency will provide quarterly reports to MLGW showing the number of homes repaired or improved in total, the dollars spent per home, and whether it was funded through *Energy Smart Memphis* or other Agency funding.

Agency will provide to MLGW within one month of execution of this agreement its current funding and a recap of funding and home repair/improvement projects for the previous year.

This Agreement may be cancelled by either party, at any time, for any reason, upon written notice of not less than 30 days. Any work that has already taken place under the Agreement will be reimbursed in accordance with the terms of this Agreement.

MEMPHIS LIGHT, GAS AND WATER DIVISION

By: _____
MLGW President or Authorized Signature

By: Charlotte Knight Griffin
General Counsel or Authorized Signature

SHELBY COUNTY COMMUNITY SERVICES AGENCY

By: _____
Shelby County Mayor or Authorized Signature

Title: Shelby County Mayor

APPROVED AS TO FORM AND LEGALITY:

Kathy K. Joh
Assistant Contract Administrator/
Assistant County Attorney