

RESOLUTION # 391

RESOLUTION DIRECTING THE CITY ADMINISTRATOR  
TO SIGN AN AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR A  
RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM.

WHEREAS, St. Louis County has developed a program to provide low interest rate loans to residential property owners to make energy efficiency improvements (the "Program"); and

WHEREAS, the implementation of the Program in the City of Chesterfield will serve the public purposes of energy conservation and economic development by stimulating the residents of the City of Chesterfield to undertake residential energy efficiency improvements; and

WHEREAS, the provisions of Sections 70.210 to 70.320 R.S.Mo. empower political subdivisions to contract with each other for a common service; and

WHEREAS, St. Louis County Council has authorized a Residential Energy Efficiency Loan Program Cooperation Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and further desires to make the Program available throughout St. Louis County and to have the incorporated cities, towns and villages located in the County, including the City of Chesterfield, assist in the marketing of the Program; and

WHEREAS, the City Council has determined that it is in best interest of the City and its citizens that the City enter into such an agreement with St. Louis County;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD that City Administrator shall execute, on behalf of the City, an agreement with St. Louis County in substantially the same form as the agreement attached hereto as Exhibit A.

PASSED AND APPROVED this 20<sup>th</sup> day of JUNE, 2011.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

## **EXHIBIT A**

### **RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM COOPERATION AGREEMENT**

This **RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM COOPERATION AGREEMENT** (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and among **ST. LOUIS COUNTY, MISSOURI** (the "County") and all incorporated cities, towns and villages located in the County that have joined this Agreement (collectively, the "Municipalities" and each, a "Municipality").

#### **RECITALS**

**WHEREAS**, the County has developed a program to provide low interest rate loans to residential property owners to make energy efficiency improvements (the "Program"); and

**WHEREAS**, the implementation of the Program throughout the County will serve the public purposes of energy conservation and economic development by stimulating the County's residents to undertake residential energy efficiency improvements; and

**WHEREAS**, the provisions of Sections 70.210 to 70.320, RSMo., empower political subdivisions to contract with each other for a common service and Section 2.180 of the County Charter provides that the County Council may by ordinance authorize contracts between the County and an incorporated area for a common service;

**WHEREAS**, the County Council has authorized this Agreement by Ordinance No. 24,694, 2011; and

**WHEREAS**, the County desires to make the Program available throughout the County and to have the incorporated cities, towns and villages located in the County assist in the marketing the Program.

#### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the above recitals, the County and the Municipalities do hereby agree as follows:

1. The County shall have sole administrative control over the Program and may make any changes to underwriting criteria, eligible projects and other aspects of the Program as it may determine are desirable from time to time.

2. The Program shall be offered, without geographic restrictions or allocations, to residential property owners in unincorporated areas of the County and in the Municipalities that have approved this Agreement. By approval of this Agreement, each Municipality is consenting to the County offering the Program within the Municipality.

3. The County intends to make low interest loans under the Program to eligible residential property owners in the priority in which applications are received, subject to underwriting criteria, loan documentation and other administrative requirements of the Program.

4. The Municipalities shall cooperate in the marketing of the Program by:

(a) Posting an informational flyer provided by the County's Director of Energy Sustainability (the "Sustainability Director") at the meeting place of the governing body of the Municipality and/or other public areas operated by the City (i.e., recreation centers, libraries, etc.), which the Municipality determines will be beneficial to the effective marketing of the Program;

(b) If the Municipality maintains a newsletter, including a communication from the Sustainability Director describing the Program;

(c) If the Municipality maintains a website, including a link to the Program website from the Municipality's website; and

(d) If the Municipality owns or operates an electric utility, cooperating in good faith with the Sustainability Director to obtain any utility usage information that the Sustainability Director deems beneficial to the marketing or monitoring of the Program.

5. The Municipality may terminate this Agreement by providing 30 days written notice to the Sustainability Director. Any such termination will not affect prior loans made under the Program to residential property owners in the Municipality.

6. The County may terminate this Agreement by providing 30 days written notice to the chief executive officer of the Municipality. Any such termination will not affect prior loans made under the Program to residential property owners in the Municipality.

7. Neither the Municipality nor any of its officers, employees or agents will bring any claim against the County, its officers, employees or agents related to the Program.

8. This Agreement will remain in effect so long as the Program has funds to continue operating. The County and Municipalities acknowledge that, as of the date first written above, and unless additional funding is identified, the Program is anticipated to make loans over a three-year period.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized signatories.

**ST. LOUIS COUNTY, MISSOURI**

By: \_\_\_\_\_  
County Executive

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Administrative Director

Approved as to legal form:

\_\_\_\_\_  
County Counselor

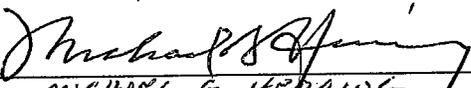
Approved:

\_\_\_\_\_  
Accounting Officer

[Residential Energy Efficiency Loan Program Cooperation Agreement]

Agreed to this 21<sup>ST</sup> day of JUNE, 2011.

MUNICIPALITY: CHESTERFIELD

By:   
Name: MICHAEL G. HERRING  
Title: CITY ADMINISTRATOR

[SEAL]

ATTEST:

By:   
Name: Judith A. Naggia  
Title: City Clerk

[Residential Energy Efficiency Loan Program Cooperation Agreement]



M E M O

DATE: June 14, 2011  
TO: Michael Herring, City Administrator  
FROM: Libbey Malberg-Tucker *Libbey*  
Assistant City Administrator for  
Community Services & Economic Development  
RE: St. Louis County SAVES Program Agreement

*Libbey*  
*6/14/11*

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St. Louis County **SAVES**<sup>™</sup> is a \$10.4 million residential energy efficiency loan program supported by partnerships between the following organizations:

**St. Louis County** – primary sponsor of the program with oversight on all aspects of delivery to promote energy efficiency and economic development in the community.

**EarthWays Center, a division of Missouri Botanical Garden** – promotes sustainability through environmental education and improving the built environment; leads contractor recruitment, training, energy efficiency verification and marketing efforts for the program.

**Abundant Power Solutions** - partners with states and municipalities to design, administer and finance energy-efficiency and renewable-energy programs.

This program, which began in May, provides low interest rate loans for \$2,500 to \$15,000 to residential property owners to make energy efficiency improvements to their homes. This includes things such as new windows, high efficiency HVAC systems, insulation and water heaters among others.

Municipalities within St. Louis County can allow their residents to be eligible for the program by signing the attached Cooperation Agreement. The County maintains sole administrative control over the program as to the criteria, eligible prospects and all other aspects of the program. It is offered to all unincorporated parts of the County and to those municipalities which agree to approve the cooperation agreement. Minimal requirements that are asked on the part of the cities include:

- a) Posting an informational flyer provided by the County at City Hall and other public areas that may be beneficial.

- b) Include information in our quarterly newsletter to residents, including communication from the County's Sustainability Director.
- c) Include a link to the program's web site, [www.stlouscountysaves.com](http://www.stlouscountysaves.com) from the City's web site.

The program can be terminated with 30 days written notice by either party. The agreement remains in effect as long as the program is funded and operating. It is anticipated the program will continue for a three-year period.

City Attorney, Rob Heggie, has reviewed this agreement and expressed no concerns with the agreement or language. This is an outstanding program that other communities across the country have had great success with and Chesterfield residents can benefit greatly from this opportunity.

Attachments