

Memorandum of Agreement (MOA)
between
The Vermont Department of Buildings and General Services (BGS)
and
(Insert City/Town/Municipality)

for the
Provision of Municipal Energy Assessment Services Under the Municipal Energy Resilience Program (MERP)

INTRODUCTION

The State of Vermont Department of Buildings and General Services (hereinafter “State”) and the city/town/municipality of **(Insert City/Town/Municipality)** (hereinafter “Municipality”) enter into an MOA regarding an energy resilience assessment(s) (hereinafter ‘assessment(s)’) **(INSERT LEVEL OF ASSESEMENT)** under the newly created Municipal Energy Resilience Program. The State and Municipality may be individually and collectively referred to as ‘Party’ and ‘Parties’ in this Agreement.

Both Parties, agree to the following terms and conditions:

1. PURPOSE & SCOPE

- 1.1. The purpose of this Agreement is to delineate the roles and responsibilities of the Parties with respect to the coordination of, documentation for, and scope of services comprising the assessment(s).
- 1.2. These assessment(s) shall be conducted on property owned and controlled by the Municipality, collectively referred to as ‘Facility’ and ‘Facilities’ at the following locations:

Facility #1 (Name of Building), (Address of Building)

Facility #2 (Name of Building), (Address of Building)

Facility #3 (Name of Building), (Address of Building)

Facility #4 (Name of Building), (Address of Building)

Facility #5 (Name of Building), (Address of Building)
- 1.3. The assessment shall evaluate the conditions of the Facility or Facilities with regards to the energy service categories required under Act 172 §2(d). A qualified Contractor procured by the State will provide these services at the State’s expense.
- 1.4. The State shall be responsible for the cost of the assessment, coordinating with the Municipality and/or the Municipality’s Regional Planning Commission (RPC) to provide all necessary documentation to the Contractor prior to the assessment. The State will provide the Contractor to the Municipality with a pre-determined statement of work (SOW). The Municipality agrees to indemnify the State against any unforeseen discovery or occurrence at the Facility premises which arises from the assessment.
- 1.5. The Municipality shall provide all building documentation requisite to complete the assessment, outlined in Section 4 of this Agreement.

2. STATE'S RESPONSIBILITIES FOR THE ASSESSMENT

- 2.1. Conduct the assessment through contracted services and provide the municipality with a copy of the resulting assessment report.
- 2.2. Provide to the Contractor the relevant Facility documents to administer the assessment.
- 2.3. Assist the Municipality, either directly or in coordination with the Municipality's RPC, in procuring Facility documents.
- 2.4. Pay contractor for costs associated with the approved assessment.

3. MUNICIPALITY'S RESPONSIBILITIES FOR THE ASSESSMENT

- 3.1. Provide all required documents for a Level 2 assessment listed as follows:
 - 3.1.1. Electrical use and demand history- last 3 years, 12 months minimum
 - 3.1.2. Fuel use (oil, gas, propane, wood, etc.)- last 3 years, 12 months minimum
 - 3.1.3. Building mechanical and electrical plans,
 - 3.1.4. Lighting schedule,
 - 3.1.5. Sequences of operations. This covers the operating procedures and run times of equipment as well as occupation hours,
 - 3.1.6. Building control systems points list (Direct Digital Controls System sensors, data points, and set points),
 - 3.1.7. Maintenance programs, operations and maintenance manuals, training programs, capital improvement programs,
 - 3.1.8. Plans related to the broader facility, campus, or complex (e.g., underground utility lines, property acreage owned/available for deployment of renewable energy systems, parking lots), and
 - 3.1.9. And/or any prior studies or energy assessments.

*Please note: These documents are not required for a Level 1 assessment but municipalities are encouraged to provide them if they are readily available. *

- 3.2. Coordinate with the RPC's, Contactor and, as needed, the State for a date and time for the assessment to occur.
- 3.3. Provide appropriate notice to building occupants in anticipation of the assessment date.
- 3.4. Have an authorized representative be present on the date of the assessment and provide building access to the Contractor.
- 3.5. Assessment delays, cancellations, and rescheduling. If an authorized representative of the Municipality is unable to be present for the assessment on the date and time previously agreed upon with the State, the Municipality will, as soon as possible, notify the State the need to postpone or cancel the assessment, no less than 2 working days prior to the scheduled date of assessment. In case of an emergency need to reschedule, the Municipality shall notify their RPC and The State as soon as possible.
- 3.6. Assume responsibility for ensuring either a continuance of operations and services which normally occur in the building or provide a contingency if the assessment disrupts operations and services in any way.

4. MUTUAL COVENANTS

4.1. No amendment to this Agreement will be valid unless it is in writing and signed by the authorized representatives of the State and Municipality.

5. AGREEMENT TERM

5.1. The term of this Agreement shall begin upon the date of its execution by both Parties and shall automatically terminate upon the report being delivered to the Municipality.

5.2. This Agreement may be terminated by the mutual written agreement of the State and Municipality at any time.

For and on behalf of
**Vermont Department of Buildings and
General Services**

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of
(_____) (Municipality)

Signature: _____

Name: _____

Designation: _____

Date: _____

