

AGREEMENT

THIS AGREEMENT is entered into by and between the Town of Arlington and the Town of Bedford hereafter referred to collectively as the "Municipalities," this ___ day of _____ 2012, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a shared Regional Energy Manager; and

WHEREAS, the Town of Arlington is willing to and capable of acting as lead municipality to hire and host such a shared Regional Energy Manager; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to M.G.L. c. 40, s 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on _____, 2012 and shall expire on _____, 2014, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for an additional ten (10) two-year terms as voted by each municipality through its respective Board of Selectmen or by approval of its City Council and Mayor by January 1 of the year of the expiring term.
2. Lead Municipality. During the Term of this Agreement, the Town of Arlington, acting as the lead municipality, shall employ the Regional Energy Manager. The Town of Arlington, through its standard personnel practices, shall hire a Regional Energy Manager to provide the energy-related services described in Exhibit A: Energy Manager Job Description, attached and incorporated herein, to the Municipalities.
3. Duties. During the Term of this Agreement, the Regional Energy Manager shall perform the services as described in Exhibit A: Energy Manager Job Description attached and incorporated herein, for an allocation of hours as indicated below in paragraph four (4).
4. Fee Structure and Payment. The municipalities shall share the cost and time of the Regional Energy Manager as outlined in Exhibit B: Schedule and Fee Structure. The fee for each municipality shall be determined by the Town of Arlington based on the number of hours the Regional Energy Manager is expected to work for the upcoming year. The maximum annual financial liability for each Municipality shall not exceed \$48,812.98 for Arlington and \$24,406.49 for Bedford. The Town of Arlington shall annually invoice the Municipalities for the upcoming year by July 1 with payment due in 30 days.
5. Second Year Adjustments. The annual allocation of hours in Exhibit B: Schedule and Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Arlington shall provide to

all Municipalities a record of the actual hours of services provided to each municipality and make any adjustments necessary for the following year of the Term.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent allowed by State statute, the Municipalities shall indemnify and hold harmless the Town of Arlington and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Regional Energy Manager of his or her duties in or for the Municipalities including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Energy Manager while in or performing services for the Municipalities.
7. Termination. Any Municipality, by a vote of its respective Board of Selectmen or approval of its Mayor, may withdraw from and terminate this Agreement at the end of any year with the provision of at least six months prior written notice to the Town of Arlington. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Arlington shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Arlington, by a vote of its respective Board of Selectmen, may terminate this Agreement upon the provision of at least six months prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Arlington shall remain liable to the participating Municipalities for any portion of the payments received not earned.
8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager or Mayor of the municipality. The Advisory Committee shall meet on a quarterly basis in June, September, December, and March to discuss any outstanding issues related to this Agreement including, but not limited to, establishing the Regional Energy Manager's schedule for the upcoming quarter, taking into account holidays and requested vacation time, and reviewing the ongoing needs of the Municipalities. The Town of Arlington shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.
9. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality and changes to the allocation of hours as indicated in Exhibit B: Schedule and Fee Structure. Any unresolved issues shall be decided by the Town Manager of the Town of Arlington.
10. Regional Energy Manager Oversight. The Regional Energy Manager shall be an employee of the Town of Arlington. The Town of Arlington shall have ultimate authority over and responsibility for the Regional Energy Manager. The Advisory Committee may discuss the performance of the Regional Energy Manager at any quarterly meeting or at

any other mutually agreeable time and location. Any recommendations for the Regional Energy Manager including, but not limited to, performance related recommendations must be made by the Town Manager of the Town of Arlington.

11. **Additional Communities.** At any time after July 1, 2012, the Advisory Committee may meet and, by unanimous vote, amend this Agreement to admit an additional municipality. The Advisory Committee may admit no more than two (2) additional municipalities.
12. **Financial Safeguards.** The Town of Arlington shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all contributions received from the Municipalities. The Town of Arlington shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.
13. **Assignment.** None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
14. **Amendment.** This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.
15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
16. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
17. **Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
18. **Notices.** Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town Manager
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Town Manager
Town of Bedford
Bedford Town Hall
10 Mudge Way, 2nd Floor
Bedford, MA 01730

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions the any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF ARLINGTON

By its Town Manager as approved by the Board of Selectmen

TOWN OF BEDFORD

By its Town Manager as approved by the Board of Selectmen

Exhibit A

ENERGY MANAGER JOB DESCRIPTION

Responsible professional and administrative work serving as the shared Regional Energy Manager for two Massachusetts municipalities: the Town of Arlington and the Town of Bedford. The Energy Manager will divide time between the two municipalities and be responsible for the administrative, technical, and supervisory tasks related to the individual energy policies, practices and projects in each municipality.

Responsibilities and Duties

Administers Green Communities Program grant, including annual reporting to DOER.

Researches, applies for, and manages energy efficiency and renewable energy grant opportunities.

Monitors municipal energy consumption and measures energy savings.

Prepares and presents regular reports on municipal energy use to departments and boards.

Works with municipal building occupants to achieve energy reduction goals.

Works with utility companies to conduct energy audits and implement energy efficiency projects.

Acts as a liaison to municipal staff and community.

Researches energy technology, infrastructure and project opportunities to help municipalities achieve energy reduction and sustainability goals.

Work Environment

Most work is performed in an office environment, occasionally the employee will be required to navigate sometimes difficult field conditions, inspecting HVAC systems, lighting systems in buildings etc.

Required to travel regularly and efficiently between participating communities.

Qualifications

Education and Experience

Bachelors degree or higher from accredited college or university.

Experience or training in the field of Engineering, Public Administration, Environmental Sciences, Environmental Policy/Management, Urban Planning, or a similar field.

A minimum of two years of related professional experience, including development and implementation of energy efficiency and renewable energy programs.

Knowledge and experience in environmental management, climate change, energy efficiency, renewable energy and environmental sustainability principles.

Demonstrated ability to work independently, to assume responsibility, to prioritize and resolve problems, to work under pressure in a fast-paced work atmosphere, to coordinate and manage complex projects, to be flexible to accommodate projects for multiple municipalities.

Excellent interpersonal skills, including the ability to maintain effective working relationships with the business and non-profit community, the public, boards and committees, consultants and employees.

Experience in research, policy development and report writing.

High proficiency with Microsoft Word, Excel, Access, PowerPoint; experience with MassEnergyInsight a plus.

Special Knowledge, Skills, and Abilities

Skill in planning, management, and organization

Experience in environmental and energy programs, with knowledge of the latest principles, methods, and techniques of renewable energy and energy efficiency programs.

Knowledge of laws, rules, and regulations regarding energy procurement practices, the Green Communities Act, and other environmental and renewable energy federal, state and local regulations.

Ability to communicate effectively both orally and in writing, to establish positive public relations for the municipalities, and to interact effectively with a wide variety of people.

Other requirements

Massachusetts Drivers License

Exhibit B

SCHEDULE AND FEE STRUCTURE

The participating municipalities will proportionally share the total cost of the shared Regional Energy Manager position. The fee for each municipality shall be determined by the Town of Arlington based on the number of hours the Regional Energy Manager is expected to work for the upcoming year. The Town of Arlington is expected to use approximately 192 hours of the manager's time each quarter (~16 hours per week); the Town of Bedford is expected to use approximately 96 hours of the manager's time each quarter (~8 hours per week). The allocation of hours will be determined by the municipalities on a quarterly basis. The maximum annual financial liability for each Municipality shall not exceed \$48,812.98 for Arlington and \$24,406.49 for Bedford. The Town of Arlington shall annually invoice the Municipalities for the upcoming year by July 1 with payment due in 30 days.

The shared total cost includes: salary, benefits, unemployment compensation, workers' compensation, travel, and equipment. See the chart below for more details on the position's cost.

Regional Energy Manager Cost Breakdown		
	Minimum Cost	Maximum Cost
Salary Range Part Time*	\$31,204.11	\$40,376.91
Annual Benefit Cost		\$18,766.35
Unemployment Compensation		\$10,088.00
Workers' Compensation		\$788.21
Travel		\$2,000.00
Equipment (Computer, Software, etc.)		\$1,200.00
Total Maximum Annual Cost for Position		\$73,219.47
Arlington Maximum Annual Cost for Position		\$48,812.98
Bedford Maximum Annual Cost for Position		\$24,406.49
<i>Total Maximum Quarterly Cost for Position</i>		<i>\$18,304.87</i>
<i>Arlington Maximum Quarterly Cost for Position</i>		<i>\$12,203.25</i>
<i>Bedford Maximum Quarterly Cost for Position</i>		<i>\$6,101.62</i>
* Part Time is working approximately 69% of a 35 hour work week or approximately 24 hours per week. Full Time Salary Range would be \$45,506.00 - \$58,883.00. Arlington is responsible for approximately 2/3 of the position costs and Bedford is responsible for approximately 1/3 of the position costs.		