

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF MILTON, MASSACHUSETTS AND
THE TOWN OF RANDOLPH, MASSACHUSETTS
FOR IMPLEMENTATION OF THE
MUNICIPAL ENERGY MANAGER GRANT**

This Memorandum of Agreement (“MOA”) is entered into between the Town of Milton, Massachusetts (“Milton”) and the city known as the Town of Randolph, Massachusetts (“Randolph”) (collectively, the “Parties”) as described further below, with an Effective Date of June 16, 2025. The terms of this Agreement shall govern the award and implementation of the Municipal Energy Manager Grant awarded to Milton and Randolph and issued by National Grid USA Service Company, Inc. (“National Grid”) and Eversource Energy Service Company (“Eversource”). The Municipal Energy Manager Funding Memorandum of Understanding (“MOU”) to be executed by Randolph, Milton, National Grid, and Eversource is attached here to and incorporated herein. The grant program is expected to provide the Parties, collectively, with \$85,000 per year for FY2025-FY2027 with a total award of \$255,000. The grant supports the hiring of a Municipal Energy Manager to be shared between the Parties.

The Parties to this MOA agree that the municipal energy manager grant program provided for in the MOU with National Grid and Eversource shall function as follows:

Term of Agreement:

- The term of this MOA shall begin on the Effective Date of this MOA and shall extend for up to three years provided that the MOU, once executed by both towns, National Grid, and Eversource, remains in effect during that period of time.
- This MOA may be extended, via a written extension signed by both Parties, for a term of up to three additional years should additional funding for a shared municipal energy manager program become available to the Parties, whether that funding comes through an extension of the grant provided under the MOU or from some other source.

Operation:

- The Town of Randolph shall be the fiscal agent for the purposes of the grant. In that capacity, the Town of Randolph shall receive, manage, distribute, expend, return as necessary and otherwise manage and oversee all grant monies provided under the MOU. The Town of Randolph shall maintain the grant funds in a separate account where receipts and expenditures may be tracked. The Town of Randolph shall provide reports on grant receipts and expenditures, as reasonably requested or as required under the MOU, to the Parties and to the funding entities.
- The Town Manager of Randolph and the Town Administrator of Milton shall meet, confer and agree on who shall be hired as the Municipal Energy Manager and on the

salary for said position. The Municipal Energy Manager shall not be hired without the consent of both the Randolph Town Manager and the Milton Town Administrator.

- The Municipal Energy Manager hired under this MOA shall be treated as an employee of the Town of Randolph for all purposes except as explicitly required otherwise by law. The Municipal Energy Manager shall be paid all compensation and benefits by the Town of Randolph, consistent with the Town of Randolph employment regulations, ordinances, policies, guidelines and practices, and shall be appointed by the Randolph Town Manager as an employee of the Town of Randolph, subject to all of the requirements of this MOA. Any such appointment may only be for the period of the available grant funding. The Municipal Energy Manager shall be a full-time employee, and, as such, shall work a total of 35 hours per week, minus excused vacations, sick days, and other excused absences.
- Employee compensation may be reviewed upon the request of either the Randolph Town Manager or the Milton Town Administrator and the salary may be adjusted by agreement between the Randolph Town Manager and the Milton Town Administrator. The payment of any such adjusted salary in excess of the amount funded by the grant shall be subject to appropriation and availability of funds in both Milton and Randolph.
- Randolph and Milton are each free, in their own individual discretion, to hire any other administrative staff or other support staff to assist the Municipal Energy Manager in implementation of grant deliverables and/or other projects.
- Employee benefits are not included in the grant funding and must be paid by the Parties. Said employee benefits will be apportioned between Randolph and Milton as follows: sixty percent (60%) of the costs to Randolph and forty percent (40%) of the costs to Milton.
- The Municipal Energy Manager shall maintain an Office in both Randolph and Milton. The Municipal Energy Manager shall be located in Randolph three (3) days per week and in Milton two (2) days per week, unless the Randolph Town Manager and the Milton Town Administrator both agree to modify this schedule for a set period of time. The office hours for the Municipal Energy Manager shall be posted in both communities so that the public is aware of when the Municipal Energy Manager will be available in the respective offices. Each Town will be responsible for providing appropriate supplies and equipment for use by the Municipal Energy Manager. The Town of Randolph shall supply the Municipal Energy Manager with a laptop with the understanding that said laptop may be used for all purposes included in the grant award for both communities. If a cell phone is determined to be necessary for the Municipal Energy Manager's use, it shall be provided by the Town of Milton, upon approval by both the Randolph Town Manager and the Milton Town Administrator.
- To the extent that a modified schedule is requested by the Municipal Energy Manager pursuant to Federal, state or local disability laws, accommodation laws, leave laws, leave policies, or for other reasons protected or prescribed by applicable employment laws or

policies, the Randolph Town Manager and the Randolph Human Resources Office shall administer those leave or modified schedule requests in accordance with the Town of Randolph employment policies, and shall notify the Town of Milton of any long term schedule changes or requests for leave that are granted.

- The Municipal Energy Manager shall be governed by the applicable job description for this position and by the applicable Town of Randolph employment ordinances, policies and procedures, except to the extent that any of those provisions conflict with the terms of this MOA or with any superseding requirements of law.

Apportionment of Expenses:

- The salary for the Municipal Energy Manager shall be paid directly from the grant account maintained by the Town of Randolph and no apportionment of those funds shall be required.
- If the Randolph Town Manager and the Milton Town Administrator agree to increase the salary of the Municipal Energy Manager to an amount that exceeds the funding amount available through the grant, any such additional salary funding shall be paid by the Town of Randolph and apportioned between the two Towns as described below.
- The Randolph Town Manager's Office and the Milton Town Administrator's Office shall each track, respectively, all monies expended and received by their municipality relating to the MOA and the MOU. Working with the Randolph Town Manager's Office and the Milton Town Administrator's Office, in September of each year the Town Accountant for the Town of Randolph shall determine and report to the Parties: i) the amount of money spent by the Town of Randolph on the Municipal Energy Manager's employee benefits for the previous fiscal year, and ii) the amount, if any, spent by the Town of Randolph in the previous year on salary for the Municipal Energy Manager that was not covered by the grant, and iii) any other amounts approved by both the Randolph Town Manager and the Milton Town Administrator for apportionment under this MOA, and shall determine the amounts to be paid by each municipality. Said determination shall be made by apportioning sixty percent (60%) of the reported costs to Randolph and forty percent (40%) of the reported costs to Milton. An invoice shall be sent by the Town Accountant of Randolph to the Town Treasurer/Collector of Randolph and to the Town Treasurer of Milton requesting any required payment under the MOA for apportioned costs. Payment for said invoice(s) shall be received by February 1 of each year for the apportionment of costs from the prior fiscal year.

Miscellaneous Matters:

- Pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws, each of the Towns shall be liable for the acts and omissions of its own employees and not for the

employees of any other agency in the performance of this MOA, but only to the extent provided by Chapter 258 of the Massachusetts General Laws (the Massachusetts Tort Claims Act) or to the extent provided by any other applicable law. By entering into this Agreement, neither of the Towns has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. Notwithstanding the forgoing, neither Town shall be liable under this MOA for damages caused by any failure to provide services arising out of an Act of God, loss of power, force majeure, or any other cause beyond its reasonable control.

- Amendments may be made to this MOA only upon the written approval of the Randolph Town Manager and the Milton Town Administrator.
- Each Town shall only be obligated under this MOA to make the payments specifically described in this MOA.
- Unless otherwise required by law, any records generated relating to providing services to the Town of Randolph shall be treated as records of the Town of Randolph during the term of this MOA and shall be records of the Town of Randolph upon the termination of this MOA.
- Unless otherwise required by law, any records generated relating to providing services to the Town of Milton shall be treated as records of the Town of Milton during the term of this MOA and shall be records of the Town of Milton upon the termination of this MOA.
- Unless otherwise required by law, any employment records relating to the Municipal Energy Manager shall be treated as personnel records of the Town of Randolph.
- Upon the expiration or termination of this MOA, the Towns shall work cooperatively to ensure that documents, supplies, or other property or materials that were used under this MOA are returned to the appropriate Town and treated as that Town's property going forward. This shall include any records, keys to any public buildings, technology, or other items or materials that have been used by the Municipal Energy Manager.
- Neither party may assign, transfer or otherwise dispose of the MOA or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- This MOA constitutes the entire agreement between the parties with respect to the matters set forth herein and may not be changed, amended, modified or terms waived except in writing signed by both the Randolph Town Manager and the Milton Town Administrator.

- This MOA is governed by the laws of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that any dispute arising under or relating to this MOA shall be adjudicated by a Court sitting within the Commonwealth of Massachusetts and pursuant to Massachusetts laws, notwithstanding the principles of conflicts of laws.
- In the event that any provision contained in this MOA is deemed illegal or invalid, the remaining provisions shall remain in full force and effect.
- Any notices required or allowed under this MOA shall be sent to the Randolph Town Manager, if to Randolph, and to the Milton Town Administrator, if to Milton, at that respective party's address, as provided herein, by certified mail, return receipt requested.
- Notwithstanding anything to the contrary in this MOA, this MOA is subject to the appropriation and availability of funds.
- This MOA may be executed in multiple counterparts which, taken collectively, shall constitute one agreement.
- A signature provided by facsimile or PDF shall serve as a binding signature on this agreement.

EXECUTED and agreed to as a sealed instrument by the following, as of the date first indicated above:

For the Town of Randolph:

For the Town of Milton:

Brian Howard, Town Manager

Nicholas Milano, Town Administrator

Date:

Date:

EXHIBIT A



Municipal Energy Manager Funding Memorandum of Understanding (“MOU”)

This Memorandum of Understanding (MOU or Agreement) by and between National Grid USA Service Company, Inc. d/b/a National Grid (National Grid), Eversource Energy Service Company (Eversource), and the Towns of Randolph and Milton (each referred to herein as a Party and collectively as the Parties).

I. Purpose

- A. The purpose of this MOU is to memorialize the understanding of the Parties with the goal of improving the energy efficiency, energy equity, and sustainability of all National Grid and Eversource served municipal and school buildings within the Towns. Further, this MOU sets forth the understandings of the Parties as they relate to the Parties’ mutual desire to realize an energy and sustainability vision over the three-year term of January 1, 2025 – December 31, 2027 (the Term). Additionally, this MOU supports the Parties’ ongoing commitment to energy efficiency and greenhouse gas (GHG) emissions reductions, in investment in resources and infrastructure improvements, especially those which will help K-12 schools become healthier, more productive learning environments, and to strive to lead by example to achieve a vibrant, cost-effective, clean energy future.

II. Project

- A. Collaborative Initiative
 1. Through participation in the Mass Save School Decarbonization offer, the Towns aim to improve the environmental sustainability of its K-12 schools by implementing activities that will reduce school energy loads, work to decarbonize its building portfolio, improve indoor air quality and provide clean energy educational opportunities.
 2. National Grid and Eversource endeavor to advance Massachusetts’ climate objectives and are committed to working with the communities we serve to achieve a clean, equitable, affordable energy future.
 3. This MOU establishes a special offering of integrated financial assistance from National Grid and Eversource to support a Municipal Energy Manager role for the Towns, combined with additional technical and financial support by National Grid and Eversource to the Town-owned portfolio of existing facilities, with a focus on K-12 schools. These resources in combination are intended to increase energy efficiency in the Towns’ building stock, improve comfort in buildings, and reduce adverse environmental impacts.
 4. The Parties recognize that Mass Save Energy Efficiency programs provide tools, resources, and expertise that align with and support many Town and School District goals.
 5. This MOU further establishes goals and activities for engaging the Town residential, business, and non-profit community. The Parties will endeavor to use National Grid and Eversource programs to reduce annual utility bill costs, improve operations, reduce maintenance costs, improve human comfort & health, and provide positive environmental impacts.



6. The Parties recognize that the energy landscape will continue to evolve over the course of the Term of this MOU and commit to working together to implement available programs and opportunities as they arise. The Parties have identified priority activities (table below) to be carried out by the Municipal Energy Manager; however, priorities will be reassessed annually or as needed by National Grid and Eversource in collaboration with the Towns.

III. Municipal Energy Manager Deliverables

A. Deliverables – Municipal Energy Manager

1. Recognizing the value of a Municipal Energy Manager who can contribute significant savings to taxpayers in the form of energy bill savings for the Towns and for residents and businesses through energy saving and sustainability projects, Randolph and Milton commit to hiring a Municipal Energy Manager by August 15, 2025.
2. Although referred to throughout this MOU as “Municipal Energy Manager,” the Towns will decide on the exact title and level of seniority for the role, provided that the role is sufficiently senior to carry out the activities outlined in this MOU.
3. National Grid and Eversource commit to provide financial support for the Towns to hire a Municipal Energy Manager in the following amount for the corresponding timeline:
2025: \$85,000

2026: \$85,000

2027: \$85,000
4. The Year One, Year Two, and Year Three deliverables outlined below describe the minimum activities a Municipal Energy Manager must complete. In addition to these minimum deliverables, Priority and Additional Goals for the Municipal Energy Manager for implementation over the three-year grant period are listed in the below table. Towns of Randolph, Milton may leverage their Municipal Energy Manager in other energy management, energy efficiency, renewable energy, or emission reduction initiatives as time permits, but should prioritize Mass Save eligible projects and those projects that enable Mass Save eligible projects in accordance with the minimum deliverables and Priority Goals. Other municipal staff, including the Municipal Energy Manager’s supervisor, will be expected to attend several workshops and sessions, organized by the Municipal Energy Manager throughout the Term. These sessions will focus on findings of the Municipal Energy Managers work as well as outlining action items. Other existing staff may also need to support the Municipal Energy Manager in meeting grant deliverables.

Priority Goals	
Priority Goal Area	Municipal Energy Manager Objectives
Municipal Buildings	Implement in the first year a Portfolio Prioritization Plan and annually two Comprehensive Building Assessments with financial and technical support from National Grid and Eversource, with a focus on school buildings.

	<p>Lead by Example: With a focus on school buildings, implement municipal energy efficiency and electrification decarbonization measures with incentive support from National Grid and Eversource, including enhanced incentives for K-12 school buildings, DOER Green Communities, Massachusetts Clean Energy Center, Massachusetts School Building Authority, and other sources.</p> <p>Create a process to engage new construction and major renovations for municipal buildings as early as possible through collaborations with Planning Department and other stakeholders.</p>
Additional Goals	
Additional Goal Area	Municipal Energy Manager Objectives
Multifamily	Engage landlords and tenants to participate in comprehensive energy efficiency upgrades.
Small Business	Coordinate and facilitate participation of small business customers, including non-profits.
	Coordinate with National Grid and Eversource on a small business main streets event.
New Construction/Major Renovations (Non-Municipal Buildings)	Create a process to engage new construction and major renovations as early as possible through collaborations with Planning Department and other stakeholders.
Residential	Work with Mass Save and community-based organizations to aggressively promote energy efficiency retrofit programs for existing residential buildings.
	Coordinate with local community action agencies to connect eligible residents with energy efficiency and fuel assistance.
Decarbonization Educational and Professional Development	<p>Coordinate with the Mass Save K-12 education program provider National Energy Education Development (NEED) program to convene at least one training for teachers and/or students to deliver clean energy education and curriculum development.</p> <p>Coordinate with municipal building, facilities, and maintenance staff to encourage participation by at least one staff member in no-cost Building Operator Certification and/or building codes training.</p>

5. As part of their roles and responsibilities, while this MOU is in force, the Municipal Energy Manager will be required to complete the following deliverables:
 - a. Year One Deliverables
 - i. Facilitate an Energy Management Assessment to evaluate the current state of energy management practices and policies in the municipality.
 - ii. Prepare a Year One Work Plan that provides an overview of all Year One deliverables and a timeline of all Year One activities.



- iii. Through use of the Mass Energy Insight tool offered by the MA Department of Energy Resources, develop or refresh an Energy Management Plan, covering three or more years, for all in- scope municipal facilities.
- iv. Results of the Energy Management Assessment including the action plan and organizational engagement plan.
 - v. An internal assessment of energy performance and associated GHG emissions of all municipal buildings.
 - vi. Assigned GHG reduction targets for the in-scope municipal building portfolio.
- vii. Identify, prioritize, and recommend specific opportunities to improve energy efficiency, electrify HVAC and other building systems, and pursue GHG reductions in the municipal building portfolio, prioritizing school buildings, working closely with building managers and utilizing the Municipal Energy Manager's criteria for meaningful impact (size of emission reductions, cost savings, turnaround, ease of implementation, etc.), leveraging support from utility vendors and Mass Save Comprehensive Building Assessments.
- viii. A comprehensive list of incentive funding available to support the identified opportunities.
- ix. Initiate a GHG emission inventory of municipal buildings and municipal fleet.
- x. Present the Energy Management Plan and Work Plan to municipal staff and elected officials.
- xi. Establish a regular check in meeting time at least quarterly with National Grid and Eversource to leverage support for Work Plan activities.
- xii. Complete all tasks to ensure that the municipality is a Department of Energy Resources (DOER) Green Community in good standing, or for communities that have not yet applied, consider completing the application to become a designated Green Community in conversation with municipal leaders and other stakeholders.
- xiii. Solicit support from National Grid and Eversource for them to complete no-cost technical assistance for, at minimum, the highest energy-consuming municipal school building (or school building with the most energy efficiency potential). Work with National Grid and Eversource and their approved vendors on a timeline to assess the remaining school buildings and other municipal buildings and select school buildings that are priorities for electrification and decarbonization-readiness.
- xiv. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to National Grid and Eversource.
 - 1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.



- c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
- 2. The third quarter progress report shall include a Year Two Work Plan that includes, at a minimum: an overview of all Year Two required deliverables, a timeline of all Year Two activities, and potential GHG reducing projects.
- xv. Present an overview of Year One achievements and deliverables to municipal and elected officials that includes details on Year One progress including the Work Plan, the Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Send presentation slides to National Grid and Eversource.
- xvi. Facilitate an Energy Management Assessment update to evaluate the changes and status of energy management practices and policies over Year One.
- b. Year Two Deliverables
 - i. Expand upon and finalize the Year Two Work Plan submitted in the Year One third quarter progress report.
 - ii. Continue following the Year One Energy Management Plan deliverables for all municipal facilities, with a focus on school buildings, and refresh as needed to reflect the following:
 - 1. Updated results of the Energy Management Assessment to evaluate the changes and status of energy management practices over Year One.
 - 2. Updated results of all Comprehensive Building Assessments and municipal building audits.
 - 3. Updated municipal building portfolio energy performance via energy benchmarking with up-to-date energy consumption information.
 - 4. Revised GHG reduction targets for the entire municipal building portfolio, if required.
 - 5. Additional identification of specific opportunities to realize measurable and meaningful improvements in energy efficiency as recommendations to building managers, if any.
 - 6. An updated list of the best opportunities for pursuing GHG reductions in the municipal building portfolio, with a focus on school buildings.
 - 7. An updated list of incentive funding available to municipalities that will support the identified opportunities.
 - iii. Present the Energy Management Plan and Work Plan to municipal staff and elected officials and share with National Grid and Eversource.
 - iv. Complete GHG emission-reducing activities based on the Energy Management Plan scope, including **at least** one energy efficiency or electrification project on a school or municipal building that qualifies for Mass Save incentives **per municipality**.
 - v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-



related work beyond Municipal Energy Manager deliverables to be submitted to National Grid and Eversource.

1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.
 - c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
2. The third quarter progress report shall include a Year Three Work Plan that includes, at a minimum: an overview of all Year Three required deliverables, a timeline of all Year Three activities, and potential GHG reducing projects.
- vi. Present an overview of Year Two deliverables to municipal staff and elected officials that includes details on Year Two progress including the Work Plan, the Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Share materials with National Grid and Eversource.
- vii. Participate in the Energy Management Assessment update with National Grid and Eversource to evaluate the changes and status of energy management practices and policies over Year Two.
- c. Year Three Deliverables
 - i. Expand upon and finalize the Year Three Work Plan submitted in the Year Two third quarter progress report.
 - ii. Continue the deliverables as listed in Year Two.
 - iii. Complete the community-wide GHG emission inventory begun in Year One.
 - iv. Complete GHG emission-reducing activities that achieve an additional 3% GHG reduction over the previous year's emissions or an approved reduction based on the Energy Management Plan scope, including **at least** two energy efficiency or electrification projects on school or municipal buildings that qualify for Mass Save incentives **per municipality**.
 - v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to National Grid and Eversource. KPIs should include, but are not limited to:
 1. Number of energy efficiency and electrification projects implemented in municipal buildings.
 2. Energy savings resulting from said projects.
 3. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 - vi. Submit a final report (in October 2027) that summarizes all projects, energy saved, grants applied to, continued energy management recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes for 2025-2027.



All deliverables including the Energy Management Plan, Work Plans, presentation slides, and other materials must be sent to National Grid and Eversource for progress tracking purposes upon completion. Municipalities receiving Municipal Energy Manager funding are encouraged to apply for project funding from Mass Save, DOER Green Communities, Massachusetts Clean Energy Center (MassCEC), Massachusetts School Building Authority (MSBA) and other organizations to offset the cost of identified projects.

IV. Administration and Governance

A. Eligible and Ineligible Expenses

The towns understand that the following uses pertain to the funding provided through the Municipal Energy Manager grant.

Eligible Expenses	Ineligible Expenses
<ul style="list-style-type: none"> • Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time worked only on those activities of the Municipal Energy Manager that contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B, such as municipal energy savings and GHG reductions, and in accordance with the municipality's pay scales as regular salary excluding overtime pay and bonuses. • Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for Municipal Energy Manager employees hired. • Travel expenses between Milton and Randolph and to in-person trainings and site visits. 	<ul style="list-style-type: none"> • Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time worked on any activities related to municipal aggregation or any other activities that do not contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B. To the extent a municipality employs an energy manager to work on matters beyond energy efficiency and decarbonization related matters, such as municipal aggregation programs, that individual's salary must be allocated between each funding source in proportion to the time devoted to each pursuit and documented accordingly. • Spending on incentives, programs, or support for new fossil fuel equipment, except for emergency facilities, hospitals, or other exceptions specified by G.L. c. 25, § 21(b)(2)(xi). • Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for municipal energy manager contractors. • In-kind contribution of services. • Day-to-day office supplies and equipment (e.g., telephone, computer). • Salaries of staff participating in related activities (except for the Municipal Energy Manager role).



	<ul style="list-style-type: none"> • Expenditures related to regular business activities such as computing equipment. • Overtime pay. • Bonuses/performance pay. • Costs related to ongoing or other business activities and not specifically required for energy savings/GHG reduction activities. • Training sessions or courses. • Overhead fees, charges, or multipliers. • Membership fees or dues. • Any other expense deemed by National Grid and Eversource to be ineligible.
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B. Energy Solutions Team

The Parties will establish an Energy Solutions Team to oversee implementation of the terms of this MOU. The team will meet quarterly, or as otherwise scheduled and agreed to by the Parties, to review progress and plan future activities. Members of this team should include at a minimum:

- National Grid Municipal Energy Efficiency Representative
- National Grid Community Relations Representative (Customer & Community Management)
- Eversource Energy Efficiency Consultant
- Eversource Community Relations Specialist

To implement the terms of this MOU,

National Grid and Eversource will:

- Provide a sample job description for a Municipal Energy Manager based on job descriptions provided by other municipalities in Massachusetts.
- Appoint Energy Efficiency Representatives from National Grid and Eversource to serve as the point of contact for MOU commitments.
- Connect Randolph, Milton with Mass Save technical assistance for school and municipal buildings.
- Provide an enhanced incentive for eligible school building upgrades.
- Share Mass Save, National Grid, and Eversource marketing materials, for distribution to municipal stakeholders.
- Assist with outreach, communication, education, and other activities to promote Agreement activities and engage existing and new customers (residents and businesses) in energy efficiency and related programs.
- Connect the Municipal Energy Manager with opportunities for professional development, training, and mentorship.
- Representatives from National Grid and Eversource will introduce the Municipal Energy Manager to other staff members from their companies as needed.

The Towns will:

- Be responsible for defining the final job description, setting the salary, and paying benefits that it determines appropriate for the Municipal Energy Manager that may be in excess of the amount outlined above.
- Hire a Municipal Energy Manager by August 15, 2025.
- In the event of staff turnover, commit to rehiring a new energy manager in a reasonable time frame, not to exceed an additional six (6) months.
- Endeavor to create a long-term financial plan for the energy manager as part of this Agreement such that the position become a permanent role after the end of the Agreement period.
- Appoint the new energy manager as a primary point of contact for communication regarding Agreement activities, as well as appoint a secondary point of contact for periods of time when there may not be an energy manager appointed during the Term.
- Participate in quarterly status meetings at times and places as agreed to by the Parties.
- Encourage collaboration between all Town departments and the Municipal Energy Manager, such as schools, finance, legal, procurement, facilities, and public works.
- Via the Municipal Energy Manager, create an annual impact report for each calendar year of this Agreement, starting in 2025, summarizing energy initiatives implemented.
- Via the Municipal Energy Manager, starting in 2025, implement at least one energy initiative annually [per municipality] to further energy savings and energy equity for each sector in The Towns, including municipal buildings, residents, non-profits, and/or businesses.
- Leverage the established relationships and communication channels of community partners.
- Act as a liaison between National Grid and Eversource and community partners to improve understanding of and participation in energy efficiency and other customer programs across sectors and building types.
- Participate in professional development, training, and mentorship opportunities for Municipal Energy Managers that National Grid and Eversource or other regional partners may offer.
- Assist with outreach, communication, education, and other activities to promote Agreement activities and engage existing and new customers (residents and businesses) in energy efficiency and related programs.
- Participate in customer case studies and highlights about the Towns' experience in energy efficiency and electrification activities and programs.

C. Incentive Disbursement

National Grid and Eversource agree to provide financial support for The Towns to hire a Municipal Energy Manager in the following amount for the corresponding timeline, with the total support not to exceed \$255,000.

National Grid and Eversource will pay the Municipal Energy Manager incentive to the Towns in accordance with the following schedule (**note that references to “quarters” are in accordance with the calendar year, not the municipal fiscal year**):

Date	Milestone	Payment from National Grid and Eversource
2025	<ul style="list-style-type: none"> • Execution of funding agreement between municipality or partnership and National Grid and Eversource, including annual salary value. • Confirmed start date for the new Municipal Energy Manager. • Invoice to National Grid and Eversource for 75% of Year One salary. 	75% of Year One salary
October 2025	<ul style="list-style-type: none"> • Verification that the Energy Manager submitted their first quarter report in April 2025 and second quarter report in July 2025 (if applicable). • Energy Manager's third quarter report submitted. • Invoice to National Grid and Eversource for final 25% of Year One salary. 	25% of Year One salary
January 2026	<ul style="list-style-type: none"> • Submission of end of year report that includes: <ul style="list-style-type: none"> ○ A high-level Year Two Work Plan including the continuation of the Energy Management Plan, ○ An overview, timeline, and plan to achieve Year Two deliverables, ○ Examples of potential GHG reducing projects, ○ And other planned activities. • Invoice to National Grid and Eversource for 75% of Year Two salary. 	75% of Year Two salary
October 2026	<ul style="list-style-type: none"> • Verification that the Energy Manager submitted their first quarter report in April 2026 and second quarter report in July 2026. • Energy Manager's third quarter report submitted. • Invoice to National Grid and Eversource for final 25% of Year One salary. 	25% of Year Two salary
January 2027	<ul style="list-style-type: none"> • Submission of end of year report that includes: <ul style="list-style-type: none"> ○ A high-level Year Three Work Plan including the continuation of the Energy Management Plan; ○ An overview, timeline, and plan to achieve Year Three deliverables; ○ Examples of potential GHG reducing projects; and ○ Other planned activities. • Invoice to National Grid and Eversource for 75% of Year Three salary. 	75% of Year Three salary
October 2027	<ul style="list-style-type: none"> • Verification that the Energy Manager submitted their first quarter report in April 2027 and second quarter report in July 2027. • Submit a final report that summarizes for 2025-2027 all projects, energy saved, grants applied to, continued energy management 	25% of Year Three salary

	<p>recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes.</p> <ul style="list-style-type: none"> • Invoice to National Grid and Eversource for final 25% of Year Three salary. 	
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Randolph, Milton must inform National Grid and Eversource of the planned start date for the Municipal Energy Manager.

National Grid and Eversource reserve the right to deny Year Two funding if the quality and comprehensiveness of Year One deliverables are not to the satisfaction of National Grid and Eversource. The Year One final report must detail any Year One deliverables that were not met and provide a detailed rationale as to why.

During Year Two and/or Year Three participation, the municipality reserves the right to provide their Municipal Energy Manager a merit, cost of living, or performance-based raise, but funding from National Grid and Eversource will not change from the rate approved in the municipality's Municipal Energy Manager application.

National Grid and Eversource must be immediately notified of any scope deviation from the Municipal Energy Manager Application or Funding Agreement, and an amendment must be duly executed to capture the scope change.

If actual costs expended by the Towns come in under the above budgeted amount listed above for a given year during the Term, such under budget amount may be carried over and available for the subsequent year, not to exceed the Maximum Support amount in total over the Term. If the Municipal Energy Manager leaves during the Term, further payment will be withheld until the new municipal manager's initial hiring.

All funds allocated from National Grid and Eversource for salary and benefits for the Municipal Energy Manager position must be invoiced to National Grid and Eversource by the Towns by December 31, 2027.

V. Invoicing

The Towns shall coordinate with the energy solutions team to provide the necessary information to proceed with payment. Required documents and information include (but are not limited to) a W-9 (demonstrating that the municipality is tax-exempt), mailing address, and made payable to. National Grid and Eversource will use this information to set up an Authorization for Payment (AFP) with the Towns to issue payment.

Invoices shall be submitted twice annual basis as outlined in the "Incentive Disbursement" section starting on the Effective Date of this Agreement and upon receipt of the first invoice. Invoices shall be on municipal letterhead and include the following:

- Invoice Number
- Prepared By



- Date
- Project: Municipal Energy Manager Grant
- Total amount
- Summary of intended activities to be funded
- Information on Payment Remittance

SUPPORT TEAM:

NATIONAL GRID support team:

Milton

Tom Croteau Energy Efficiency Account Manager	Thomas.Croteau@nationalgrid.com
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Dennis McCaffrey Community Manager	Dennis.McCaffrey@nationalgrid.com
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Randolph

Sean Krusz Energy Efficiency Account Manager	Sean.Krusz@nationalgrid.com
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Joseph Cardinal Community Manager	Joseph.Cardinal@nationalgrid.com
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EVERSOURCE support team:

Jennifer Amatore Energy Efficiency Consultant	Jennifer.Amatore@eversource.com
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Town of Milton support team:

Nicholas Connors Assistant Town Administrator	nconnors@townofmilton.org 617-898-4845
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Town of Randolph support team:

Monica R. Lamboy Assistant Town Manager	mlamboy@randolph-ma.gov 781-437-4477
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VI. Term and Termination

This MOU shall be effective from the Effective Date until December 31, 2027.

National Grid and Eversource may either: (i) adopt modifications to the terms outlined herein, or (ii) terminate this Agreement during the Term if, in their sole discretion, determine that the Towns are not demonstrating a good faith effort to fulfill the responsibilities outlined above.



Either Party may terminate this MOU for any reason or no reason upon thirty (30) days prior written notice.

The Parties agree that if National Grid and Eversource terminate this MOU, any and all approved energy efficiency projects with an official, signed offer letter under this grant will be honored under the pay structure of this MOU.

VII. Limitation of Liability

To the fullest extent allowed by law, National Grid's and Eversource's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved incentives in accordance with this MOU, and National Grid, Eversource, and their affiliates and their respective contractors, officers, directors, members, employees, agents, and representatives shall not be liable to the Towns or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the programs described in this MOU, the Towns waive and releases National Grid, Eversource, and their affiliates from all obligations (other than payment of an incentive), and from any liability or claim associated with such programs as described in this MOU.

With the exception of Excluded Claims (below), in no event shall any Party be liable to another Party for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the MOU, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery.

Notwithstanding anything to the contrary in this Section, the foregoing limitation of liability under the Agreement does not limit the liability either party's liability in the case of: (i) injuries to persons, including death caused by negligence; (ii) willful misconduct; (iii) fraud; (iv) gross negligence; (v) third party indemnity claims; or (vi) anything that cannot be limited as a matter of law (Excluded Claims).

VIII. General Provisions

- A. No Joint Venture. By execution of this MOU, the Parties are not creating any joint venture, agency, partnership, or fiduciary obligations between them. Rather, the Parties are independent contractors and neither Party has any power to bind the other Party for any purpose.
- B. Amendments. This MOU may only be amended or modified by a written agreement signed by both Parties.
- C. Legal Effect. The Parties further acknowledge that neither this MOU, nor its acceptance, constitutes a legally binding or enforceable agreement of either Commonwealth of Massachusetts, National Grid, or Eversource. Except for Sections VII and VIII, this MOU is not binding.
- D. No Publicity. The Parties further agree that no Party will, without the prior written consent of all the Parties hereto, make any official public statement, media announcement or any publicity of this MOU or any matters described or contemplated herein.
- E. Notices. Any notice, request, or other communication required or permitted to be given under this MOU must be in writing and will be sent by one of the following means: electronic mail, hand delivery, or courier to the other Party at the addresses set forth below:

Town of Randolph:
Town of Randolph:
41 South Main Street
Randolph, MA 02368
Attn: Monica R. Lamboy
Phone: 781-437-4477

Email: mlamboy@randolph-ma.gov

National Grid: Massachusetts Electric Company d/b/a National Grid
170 Data Drive
Waltham, MA 02451
Attn: Mary Anne Ryan
Phone: 781-434-8959
Email: MaryAnne.Ryan@nationalgrid.com

Eversource: Eversource Energy d/b/a Eversource
247 Station Drive
Westwood, MA 02090
Attn: Kyle Svendsen
Phone: 781-441-8723
Email: Kyle.Svendsen@Eversource.com

Any such notice, request, or other communication shall be deemed to have been duly given or made and to have become effective at the time of receipt thereof if received during normal business hours in the place of receipt, or otherwise at the opening of business on the business day in the place of receipt, immediately following the day of receipt. Notices given hereunder by



electronic mail or facsimile will be deemed to have been effectively given the day indicated on the confirmation accompanying the electronic submission or facsimile. Any Party may, by written notice to another Party, change the address to which notices, requests or other communications to such Party are to be delivered.

- F. Counterparts. This MOU may be executed in any number of counterparts with the same effect as if each Party had signed the same document. All counterparts shall be construed together and constitute one and the same instrument. This MOU may be executed by delivery of facsimile or electronic signatures.
- G. Third Party Beneficiaries. Nothing in this MOU is intended or shall be construed to confer any rights or remedies on any Person other than the Parties and their respective successors and permitted assigns.
- H. Assignment. This MOU shall inure to the benefit of and be binding upon the Parties' respective successors and permitted assigns. No Party shall assign any of its rights or obligations under this MOU to any Person without the prior written consent of the other non-assigning Parties, which consent may be withheld at the discretion of a non-assigning Party; *provided*, each Party may, subject to giving prior notice to the other Parties, assign this MOU to one of its affiliates, *provided, further, however*, that such permitted assignment shall not release such assigning Party from its obligations hereunder.
- I. No Waiver. Failure by a Party to exercise, or any delay on the part of a Party in exercising, any right, remedy, power, or privilege under this MOU shall not operate as a waiver of any such right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise of the same or of any other right, remedy, power or privilege.
- J. Headings. The headings of the Sections of this MOU are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this MOU.
- K. Governing Law. This MOU shall be governed by, construed, and enforced in accordance with, the laws of The Commonwealth of Massachusetts without regard to any conflicts of laws rule that would apply the laws of another jurisdiction.
- L. Entire Agreement. This MOU constitutes the entire Agreement between the Parties hereto with respect to the subject matter herein and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the Possible Transaction.

WE ARE MASS SAVE®:



IN WITNESS WHEREOF, this MOU has been executed by duly authorized representatives of the Parties as of the Effective Date.

Signatures

Town of Randolph

Town of Milton

Signature
Name: Brian Howard
Title: Town Manager
Date:

Signature
Name: Nicholas Milano
Title: Town Administrator
Date:

National Grid USA Service Company, Inc.

Eversource Energy Service Company

Signature
Name: Stephen Caldwell
Title: VP Energy Efficiency Engagement
Date:

Signature
Name: Nelson Medeiros
Title: Director, Energy Efficiency
Date: