



SOUTHERN MAINE SOLAR COLLABORATIVE

MEMORANDUM OF UNDERSTANDING

Between

Southern Maine Planning and Development Commission (SMPDC) and the member municipal governments listed in Appendix A – Member List

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Southern Maine Solar Collaborative (SMSC) members to carry out a joint procurement of a master Net Energy Billing Contract Agreement through the Maine Net Energy Billing program.

1. Background

The Maine Net Energy Billing program allows municipalities to offset their electricity bills using the output from small renewable generators such as solar farms. Many of our municipalities are being approached by solar developers with offers for Net Energy Billing Contract Agreements (NEBCAs). The SMSC is looking for opportunities to reduce costs and enhance efficiencies for municipal service costs by collaborating on a joint procurement of a master NEBCA that can be adopted by Member municipalities.

2. Purpose

The SMSC has agreed to participate in a shared, voluntary, cooperative initiative to implement a joint procurement process for a master NEBCA that may be adopted by all participating Members. Advantages to a collaborative procurement process include: better pricing options enabled by larger procurement; reduced municipal staff time; competitive contract terms; and peer learning and support. The SMSC is a voluntary arrangement between Members. This MOU address the collaborative NEBCA procurement initiative of all SMSC Members and does not address any existing or future initiatives that may be conducted by individual Members in parallel to this joint initiative.

3. Governance

The SMSC will be led and coordinated by SMPDC staff currently represented by Karina Graeter, Sustainability Coordinator, and Lee Jay Feldman, Director of Planning. SMSC Member municipality representatives will make up the Joint Procurement Committee, chaired by the SMPDC representatives. The Joint Procurement Committee will collectively establish meeting schedules and administrative protocols for managing the collaborative NEBCA procurement and resulting master NEBCA framework.

4. SMPDC Responsibilities

SMPDC representatives will be responsible for the following tasks:

- Coordinating and leading virtual or in person meetings of the SMSC and Joint Procurement Committee
- Working with individual towns to provide technical assistance and collect electricity use data
- Writing and publishing the Request for Proposals (RFP) on behalf of the SMSC

- Managing the RFP bid process
- Coordinating with SMPDC's legal team to review the RFP and selected master NEBCA framework
- Presenting to town boards to support and advise on the adoption of the MOU and individual NEBCAs.

5. Member Responsibilities

The SMSC Members will, subject to extenuating circumstances such as municipal council spending limits and approvals and compliance with legal requirements including authorization of agreements, honor their commitments to participate in the SMSC initiative. Among other things, Member representatives will be involved in developing requirements and specifications, developing evaluation criteria, and participating in proposal evaluations. Individual Members will be responsible for entering into, administering and paying for their own discrete NEBCAs under the resulting master NEBCA framework.

6. Reporting

The SMPDC representatives will report to the Joint Procurement Committee monthly, providing an overview of progress on the SMSC initiative.

7. Funding

SMPDC SMSC staffing will be funded through SMPDC dues and other organizational funding sources as required. SMPDC will pursue additional funding through commissions from the successful solar provider to support administering the program on behalf of the SMSC Communities. Municipalities shall pay for their own direct costs under the NEBCAs.

8. Liability

No member shall have responsibility for the action, omission, or liability of any other SMSC Member. Each Member will be responsible for its own procurement commitments and the resulting NEBCAs under the master NEBCA framework.

9. Term

This MOU may be modified by mutual consent of the SMSC. This MOU shall become effective upon signature by the authorized officials from the SMSC and will remain in until the completion of the RFP process.

Any member can choose to terminate its participation in the SMSC by providing written notice to the SMPDC representatives.

10. Governing Law

This MOU shall be governed by and subject to the laws of the State of Maine.

1-21-21 Date:
[Signature] Signature:
Katie Haley, Town Manager, Town of Fryeburg

1-20-21 Date:
[Signature] Signature:
Laurie Smith, Town Manager, Town of Kennebunkport

February 1, 2021 Date:
[Signature] Signature:
Kendra Amaral, Town Manager, Town of Kittery

2-17-2021 Date:
[Signature] Signature:
Patricia Finnigan, Town Manager, Town of Ogunquit

1-25-2021 Date:
[Signature] Signature:
Larry Mead, Town Manager, Town of Old Orchard Beach

3-10-21 Date:
[Signature] Signature:
Garry Lamb, Town Manager, Town of Waterboro

____ Date:
____ Signature: