



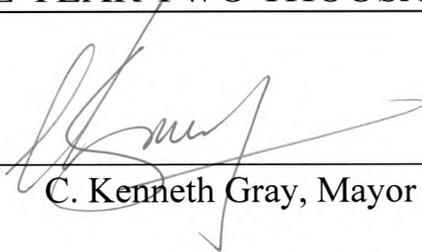
CITY OF AMESBURY
IN THE YEAR TWO THOUSAND SIXTEEN

RECEIVED

17 NOV -6 PM 2:53

AMESBURY CITY CLERK

SPONSORED BY: _____


C. Kenneth Gray, Mayor

BILL No. 2017-103

An Order to authorize the Mayor to accept and expend a grant in the amount of \$12,500 from the Massachusetts Department of Energy Resources (DOER).

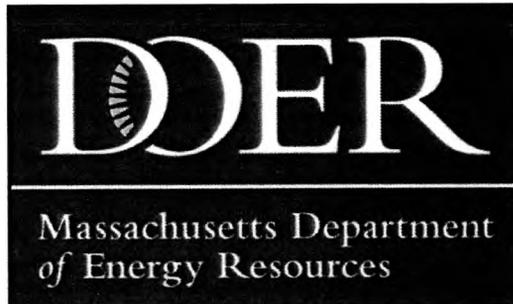
Summary: This order seeks to authorize the Mayor to accept and expend a grant in the amount of \$12,500 from the MA DOER.

**Be it Ordered by the City Council of the City of Amesbury assembled,
and by the authority of the same as follows:**

That the City Council hereby authorizes the Mayor to accept and expend a grant in the amount of \$12,500 from the Massachusetts Department of Energy Resources.

THE COMMONWEALTH OF MASSACHUSETTS
**EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS**
DEPARTMENT OF ENERGY RESOURCES
JUDITH F. JUDSON, COMMISSIONER

100 Cambridge Street, 10th Floor
Boston, MA 02114



Program Opportunity Notice (PON)

Document Title: Municipal Energy Technical Assistance Grant Program

COMMBUYS Bid#: BD-17-1041-ENE01-ENE01-16272

Agency Document Number: PON-ENE-2017-031

Issued May 12, 2017

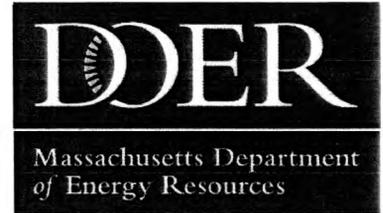
Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.



Municipal Energy Technical Assistance Grants

May 2017

PON-ENE-2017-031



GRANT APPLICATION

BACKGROUND

- Municipal Energy Technical Assistance Grants (Grants) are those Grants that provide funding to independent third parties to aid municipalities, regional school districts, municipal lighting plants, or water/wastewater districts in the study, negotiation, development and/or management of clean energy projects.
- These Grants are offered on an annual basis, provided that funding is made available. Up to \$500,000 is available for awards. The amount of available funding for future grant rounds may vary. The cumulative total of actual awards depends upon the number of applications received, their eligibility and the funding allocation available for this Grant program.
- An applicant may receive a Grant of up to \$12,500 for Municipal Energy Technical Assistance (META), except for the zero net energy and zero net-ready assessments, and microgrid evaluations, where the maximum allowable Grant amount is \$5,000. Zero net energy and zero net-ready integrated design services are eligible for the maximum Grant in the amount of \$12,500.
- Municipal energy coordination has a maximum Grant amount of \$13,750 per town (\$12,500 plus 10% administrative fee) to procure and manage any project listed in Section A on behalf of a municipal entity; \$7,500 to provide assistance in becoming a Green Community and a maximum Grant amount of \$5,000 to provide assistance to existing Green Communities.
- An initial disbursement will be conditioned on the Department of Energy Resources (DOER) receiving a signed contract between the Grantee and its selected third party technical assistance consultant. Remaining disbursements will be based on the receipt of vendor invoices provided to the Grantee detailing vendor services, tasks completed and charged.
- All Grant-funded projects should be complete by May 30, 2019. Funds not expended by then will be forfeited.

- The DOER will contract directly with regional planning authorities and other technical assistance agencies for municipal energy coordination.

ELIGIBILITY

- The DOER's Green Communities Division is making available, Grants for META to **ALL** 351 Massachusetts municipalities, regardless of Green Community designation status, **PLUS** all regional school districts, technical assistance agencies¹, water/wastewater districts and municipal lighting plants.
- Previous Green Communities Division Technical Assistance Grant² recipients (excluding regional planning authorities and other technical assistance agencies) must have **completed all aspects of their previous grants, including all reporting, in order to apply for this current META opportunity.**
- All applicants may apply for META Grants that meet the eligibility requirements specified in the application for the projects types listed in Section A.
- Regional planning authorities/technical assistance agencies can **ONLY** apply for the project types listed in Section B.

APPLICATIONS & AWARDS

Applications may be submitted commencing at 9 AM June 14, 2017 and closing at 5 PM June 28, 2017. Any applications received prior to or after the above dates and times will be rejected.

- Applications must contain, at a minimum, the information requested in the application. The DOER will communicate to an applicant if an application is incomplete and provide the applicant the option of providing additional information. If the applicant chooses not to provide additional information; then DOER will reject the application as incomplete.
- **Applications will be reviewed and awards made based on the order in which complete applications are received until all available funds are disbursed. Applicants will be notified of one of the following:**
 - An application is complete and all required information has been provided.
 - An application is not complete and additional information is required.
 - All funding for this grant opportunity has been awarded and the application is therefore not eligible for review.
- **NOTE:** In order to be deemed complete, an application **MUST** contain the required signature in Attachment B (Certification of Application), the attachments *with* the required information requested under Eligibility Requirements below as applicable and all information requested in Attachment A (Project Summary).

ASKING QUESTIONS

- This application is available as PON-ENE-2017-031 on COMMBUYS (as a "Bid.")

¹ Technical assistance agencies include: Regional Planning Authorities, Councils of Governments, Extension Services, and Joint Powers Entities that provide clean energy assistance to municipalities.

² This includes both Owner's Agent Technical Assistance (OATA) grants last offered in 2014 and META grants offered beginning in 2015 and 2016.

- All questions must be submitted by 5 PM on June 5, 2017 to COMMBUYS.
- To find an item on COMMBUYS: log into [COMMBUYS](#), locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.
- To submit an application, see the Instructions on page 15.

APPLICANT INFORMATION

| | |
|--|---|
| Municipality/Regional School District/Water or Wastewater District/Regional Planning Agency/Municipal Lighting Plant (in MA)/Regional Planning Authority/other Technical Assistance Agency | Street Address: Amesbury Town Hall 62 Friend Street |
| City/Town Amesbury, MA | Zip code 01913 |
| CEO Name Ken Gray | CEO Title Mayor |
| Grant Point of Contact Thomas Barrasso | Title Director Energy & Environment |
| Telephone 978-388-8100 | Email barrassot@amesburyma.gov |

A) MUNICIPAL ENERGY TECHNICAL ASSISTANCE PROJECT TYPE

Please check the appropriate box

- Municipal Solar PV systems no less than 15 kW in size on property owned by a municipality
- Net metering agreements for projects no less than 15 kW in size on property not owned by the applicant
- Community Shared Solar (CSS)
 - An assessment to explore a community shared solar system on private or public property
 - Development of a community shared solar system on private or public property
- Energy Savings Performance Contract
- Evaluation of potential microgrid systems
- Investigate clean energy resiliency opportunities at critical municipal facilities
- Evaluation of storage opportunities for public facilities with high demand charges and/or paired with municipally owned solar PV
- Audit of Oil, Propane or Electric Heated Building³ (Must meet ASHRAE⁴ Level 2 or equivalent standard)
- New High Performance Building Assistance
 - An assessment of potential energy efficiency and/or renewable energy measures for new building construction design
 - An assessment for the municipality to consider a Zero Net Energy Building (ZNEB) for the construction of a new municipal building. Typically this would include the hiring of a facilitator to work with the building committee and conduct a charrette with some technical experts
 - Adding a study for a ZNEB to be included in an already planned feasibility study for a new municipal building
 - Integrated design services to ensure ZNEB measures remain a primary consideration throughout the planning, design, engineering and construction phases of new construction
- Energy Efficiency Technical Assessments of Processes at Public Water Supply and Wastewater Treatment Facilities
- Technical assistance for developing engineering drawings and/or bid specifications to develop clean energy procurement documents
- Heating System Conversion Engineering Study and/or Bid Specifications

³ See circular figure at the bottom of this webpage: <http://www.ashrae.org/resources--publications/bookstore/procedures-for-commercial-building-energy-audits> to better understand ASHRAE Energy Audit Levels.

⁴ American Society of Heating, Refrigerating and Air-Conditioning Engineers

- Conversion of heating system type – boiler or furnace along with controls and distribution system – to a more efficient type (e.g. steam to hot water, or combined heat and power)
- Conversion to clean burning efficient biomass or wood pellet or chips fueled heating system
- Conversion to high-efficiency heat pump system (air, water or ground sourced)
- Addition of a solar water collector to supplement domestic hot water and/or space heating (either stand-alone or in combination with one of the above heating systems)
- Conversion to water or wastewater source heat pumps

NOTE: The DOER has a separate solicitation for funding the design and installation of wastewater energy recovery systems outside of a wastewater treatment facility. Information on this solicitation can be found [here](#).

- Consultant support to apply International Performance Measurement & Verification Protocol (IPMVP) to Green Community energy usage data for communities with the following circumstances:
 - Newly functioning ventilation: and or Significant changes in operating hours

NOTE: Applicants are highly encouraged to use META grants to procure consulting/engineering services of vendors on statewide contract PRF62. [Click here to access vendor list and user guide.](#)

B) MUNICIPAL CLEAN ENERGY COORDINATION ACTIVITIES

Technical Assistance Agencies may apply to perform the following activities:

- Prepare to become a Green Community: (Max \$7,500 per town for this group of activities up to 100 hours)
 - Criterion #1 – Review existing by-laws and assist in developing new by-law if needed
 - Criterion #3 – For Baseline creation: Set up, review and enter data into MassEnergyInsight
 - Criterion #3 – For 5 year Energy Reduction Plan: help arrange audits, prepare plan
 - Criterion #4 – Drafting of Fuel Efficient Vehicle Policy and/or Vehicle Inventory
 - Consolidate documents in preparation for submitting designation application
- For Existing Green Communities: (max \$5,000 per town for this group of activities)
 - Assist with grant application preparation
 - Assist with procurement activities for approved grant funded projects
 - Assist with Annual Report preparation
- For any municipal entity: (Max \$12,500 per town plus up to 10% administration fee)
 - Procurement and management of any clean energy project on behalf of a municipal entity listed above in **Section A**

ELIGIBILITY REQUIREMENTS

All applications must meet the following requirements to be eligible for META. All required documentation must be provided to confirm eligibility for all projects listed under Section A.

For Municipal Solar PV projects, a site assessment must be provided. Please **attach a feasibility study or site assessment for the site**. A study or assessment must, at a minimum, include the following:

- Roof-mounted systems
 - o Evidence that the roof has a 20-year life span,
 - o Visuals that demonstrate limited HVAC equipment on the roof and no trees that could cause shading,
 - o Visuals that demonstrate the roof is either flat or south facing.
 - o **NOTE:** META services may be used to confirm a roof is structurally sound to support the additional load of a solar PV system
- Ground-mounted systems
 - o Visuals that demonstrate there is no shading (buildings, structures, trees). Noting that trees will be removed is not acceptable and such proposals will be ineligible for META. (Please note that the DOER's Ground Mounted Solar PV Guide discourages installation of ground-mounted solar in "locations that require significant tree cutting, because of the important water management, cooling and climate benefits trees have.")
 - o Visuals that demonstrate there are utility lines nearby. Please mark utility lines clearly on your documents.
 - o Visuals that demonstrate the site is either flat, or if sloping, that the system will face south.

For Net Metering Agreements on property not owned by the applicant, please attach:

- o Price quotes and scope from the proposed consultant
- o Whether targeted sites are known at this time. If so, please also attach:
- o Feasibility study or site assessment for targeted sites
- o All documentation required above for Municipal Solar PV projects, except that visuals demonstrating that utility lines are nearby are not required

For Community Shared Solar (CSS) Assessment projects, please attach:

- o Letters of expression of interest from at least five utility customers in the community
- o A letter from a solar industry representative familiar with CSS documenting a conversation it has had with the community.

For Community Shared Solar (CSS) Development projects on private or public property, please attach:

- o Site assessment. (Google earth maps or <http://maps.nrel.gov/imby> are resources for site assessment information.)

- Outline of the business/ownership model
 - Assessment of community interest.
 - Letters of commitment from at least five CSS participants
 - A feasibility study or site assessment for the identified site. The study or assessment must, at a minimum, include the information required for a Municipal Solar PV system noted above.
- See Community Shared Solar: Review and Recommendations for Massachusetts Models
 - See Community Shared Solar: Implementation Guidelines for Massachusetts Communities

- For Energy Savings Performance Contracts, a solicitation for an Energy Services Company (ESCO) must have been issued for each affected municipality and/or public entity, and solicitations must be filed with the DOER per M.G.L. ch.25A. **For each affected municipality or public entity, please specify the date the procurement was issued for selection of the ESCO vendor:**
-

For each affected municipality or public entity, please specify the date of acknowledgement of receipt from DOER of the “Notice of EMS Procurement” per M.G.L ch. 25A:

- For Evaluation of Potential Microgrid systems, please attach:
- Price quotes and scope from the proposed consultant
 - Whether or not targeted sites are known at this time. If so, please describe.
- For Investigation of Clean Energy Resiliency Opportunities at Critical Municipal Facilities, please attach:
- Approximate number of people served by the facility on a daily basis
 - Approximate number of people served by the facility during an emergency
 - Existing distributed generation and/or backup infrastructure (type and capacity)
- For Investigation of Storage Opportunities at Public Facilities, please attach:
- Annual energy consumption of facility
 - A copy of a recent bill showing demand charges
 - Interval data for the proposed facility (if exists)
 - If paired with existing municipally owned solar PV, identify system location and size
 - If paired with new solar PV, all documentation required above for Municipal Solar PV projects
- For an Audit of Oil, Propane or Electric Heated Building⁵ (must meet ASHRAE⁶ Level 2 or equivalent standard), please attach:

⁵ See circular figure at the bottom of this webpage: <http://www.ashrae.org/resources--publications/bookstore/procedures-for-commercial-building-energy-audits> to better understand ASHRAE Energy Audit Levels.

⁶ American Society of Heating, Refrigerating and Air-Conditioning Engineers

- A copy of a MassSave audit completed within the last three years, or proof that an audit is scheduled within the next six months of this grant application, or
- Proof those efficiency improvements have been completed within the last five years. Please describe the project in Attachment A and attach all related invoices.

NOTE: These requirements are not necessary for applicants served by municipal light plants.

■ For Energy Efficiency Technical Assessments of Processes at Public Water Supply and Wastewater Treatment Facilities

- Energy efficiency technical assessments MUST conduct an in-depth study for one or more major treatment processes or pieces of equipment. Studies may not focus on typical building energy efficiency measures, such as lighting and heating.

META grant funds can be used for up to 50% of assessment for facilities served by utility efficiency programs. Applicants must commit to working with their existing utility efficiency programs if funded with an META grant.

For Technical assistance for developing engineering drawings and/or bid specifications to develop procurement documents for energy efficiency measure(s), please attach:

- An audit that identifies measure(s) to be implemented, including estimated energy and cost savings.

For Heating System Conversion Engineering Study and/or Bid Specifications, the building must have at least one of the following:

- An audit that confirms the building is properly weatherized and insulated, i.e., measures to address the building envelope were not recommended in the audit due to the building being well-sealed. **Please attach a copy of this building audit.**
- Documentation that the building has been properly weatherized and insulated within the last five years; this can include invoices for air sealing and insulation. **Please attach a copy of this documentation.**
- An audit stating that the building cannot be further insulated without major renovation. For example, brick or masonry buildings cannot add wall insulation without major renovations to add insulation on the interior wall of every room. Attic spaces in these buildings, however, often can be insulated without major renovation and documentation must be shown that these spaces have been weatherized and insulated. **Please attach a copy of this audit.**

NOTE: For conversion to water or wastewater source heat pumps, proof of a prior audit or weatherization is not required, but weatherization must be included in the scope of the study as a separate measure, as well as the impact of its implementation on the sizing and design of the water/wastewater source heat pumps.

For Consultant support to apply International Performance Measurement & Verification Protocol (IPMVP) to Green Community energy usage data for communities

- Applicants must be a Green Community with significant changes in building operating hours and/or significant renovations that resulted in greater energy use intensity. **Please include in Project Summary (Attachment A): identifying which building(s) the IPMVP is sought, and what alterations have been made since the community's baseline year.**

New High Performance Building Assistance

For Assessment of Potential Energy Efficiency and/or Renewable Energy Measures for New Building Construction Design, please attach:

- Documentation that the appropriate governing body (e.g. board of selectman, town council, mayor, school committee), has formed a building committee to consider a new building.
- A copy of certified meeting minutes for this governing body.

For a Zero Net Energy or Zero Net-Ready Building Assessment, please attach:

- Documentation that the appropriate governing body (e.g. board of selectman, town council, mayor, school committee), has formed a building committee to consider a new building.
- A copy of certified meeting minutes for this governing body.

For a Zero Net Energy or Zero Net-Ready Building Feasibility Study, please attach:

- Documentation that the governing body (e.g. board of selectman, town council, mayor, school committee), has authorized appropriated funds for a feasibility study for a new building.
- A copy of certified meeting minutes for this authorization.

For a Zero Net Energy or Zero Net-Ready Building Integrated Design Services, please attach:

- Documentation that the governing body (e.g. board of selectman, town council, mayor, school committee), has authorized appropriated funds for design, engineering and/or construction of a new building.
- A copy of certified meeting minutes for this authorization.

Municipal Clean Energy Coordination

NOTE: Under this solicitation, municipalities may receive services to help them achieve Green Communities designation; PLUS services available to existing Green Communities (once they become designated).

Technical Assistance Agencies applying for Municipal Clean Energy Coordination under Section B, please attach:

- A Memorandum of Understanding signed by the CEO of the municipality and by the entity providing services for each municipality to receive support services. (See Attachment B for definition of Chief Executive Officer (CEO))

- The Memorandum of Understanding must include: 1) the services to be provided and estimated costs (see earlier list of “municipal energy coordination activities”); 2) why support from a technical assistance agency is necessary.

ATTACHMENT A: PROJECT SUMMARY

PLEASE ATTACH A DETAILED SUMMARY OF THE PROJECT, LIMITING YOUR RESPONSE TO NO MORE THAN 3 PAGES.

The following must be included in order for the application to be deemed complete. You must address each bullet:

- Estimated annual clean energy benefits (e.g. kWh saved, MMBtu saved, clean energy kWh generated). If META is being provided to identify the clean energy benefits (audits, for example), those benefits must be reported to the DOER following completion of META services, if awarded;
- Steps completed in the project to date (e.g. town approvals);
- Confirmation that Technical Assistance project will be completed by May 30, 2019;
- Why a third party municipal energy consultant is critical for your entity to implement this project;
- A discussion of the specific tasks you expect the third party municipal energy consultant to perform once services are awarded; and,
- Please note in the summary the amount of grant requested:
 - \$12,500, including for integrated design services for zero net energy or zero net-ready new construction;
 - \$5,000 for a zero net energy or zero net-ready building assessment,
 - \$5,000 for evaluation of potential microgrid systems

Technical Assistance Agencies only:

- \$5,000 per municipality for services provided to existing Green Communities
- \$7,500 per municipality for services provided to becoming a Green Community
- \$13,750 per municipal entity to procure and manage any clean energy project entity listed above in Section A (up to \$12,500 for clean energy assistance plus \$1,500 administrative fee. For procurement and management assistance projects less than \$12,500, administrative fees will be capped at 10%, based on actual costs).

ATTACHMENT B

CERTIFICATION OF APPLICATION

The Certification of Application below must be provided as a *scanned pdf with signature*. For joint applications, one certification must be submitted for each municipality.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I, Mayor Gray am authorized to execute said Application on behalf of City of Amesbury, the applying municipality, technical assistance agency, regional school district, municipal light plant or water/wastewater district.

I verify that the information in the Municipal Energy Technical Assistance Grant Application is true.

[Signature of Chief Executive Officer]

[Title of Chief Executive Officer]

[Date]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

FOR REGIONAL SCHOOL DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR WATER/WASTEWATER DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR TECHNICAL ASSISTANCE AGENCIES, THE CHIEF EXECUTIVE OFFICER IS THE EXECUTIVE DIRECTOR.

FOR MUNICIPAL LIGHT PLANTS, THE CHIEF EXECUTIVE OFFICER IS THE GENERAL MANAGER.

INSTRUCTIONS — If you have any problems or questions about the application process, please contact Paul Carey, paul.s.carey@state.ma.us

Getting Started

- Municipalities or other entities submitting an application to the Green Communities Division for the **FIRST TIME** will need to provide basic information to their Regional Coordinator. Please provide the municipal or entity name, legal address including zip code, and the primary contact name, title, email, and phone number. For municipalities that are Designated Green Communities, provide the name and email of the primary contact who will submit the META grant application to the Regional Coordinator.
- **No paper submission** is required or accepted for the grant application. The process is electronic only.

Application Materials Checklist – ARE YOUR MATERIALS READY?

Begin each of your electronic files with your municipal/entity name followed by wording that makes the content of the file clear – this is **REQUIRED**

META Grant Application (Word or PDF file)

Summary of Project (Attachment A) (Word or PDF file)

Signed Certification of Application (Attachment B)(PDF file)

Supporting Audits, Studies, MOUs, other documentation.

Please only submit once. If you made a mistake, or forgot something, please contact Paul Carey at paul.s.carey@state.ma.us / 617-626-7372.

META Grant Application Process

1. Email the required documents to Paul.S.Carey@state.ma.us
2. You will receive an email indicating receipt of the documents. Determination of the grant award will not occur at this time.

Get Help

Pre-Grant Application Process - Contact your Regional Coordinator

Application Process and Technical Issues - Contact Paul.S.Carey@state.ma.us / 617-626-7372

Attachment A - Summary of Project:

1. The estimated clean energy benefits (e.g. kWh saved, MMBTU saved, clean energy kWh generated):
 - a. This META grant application is being submitted for an Energy Efficiency Technical Assessments of Processes / ASRAE Level II Energy Audit for the Amesbury Water Treatment Plant. As this META is being provided to identify clean energy benefits, these will be reported to DOER following completion of the audit.

2. What steps have been completed in the project to date (e.g. town approvals):
 - a. Baseline energy studies indicate that the City' s water department is the second largest energy user in the town. Meetings were held with economic development, the DPW, and the City Planner to discuss site options.
 - b. A previously awarded META grant was used to perform a Solar Photovoltaic Feasibility Study at the Water Treatment Plant.
 - c. In addition, meetings with the City Planner have outlined zoning, building, and conservation commission factors that will weigh into the potential Solar PV project design.
 - d. The Amesbury Energy Committee is also involved in the project approval.

3. Why an owner' s agent is critical for your municipality to implement this project:
 - a. The City of Amesbury does not have adequate in-house engineering and technical expertise in the areas needed to properly execute this technical assessment and audit. Given that the property identified for this project is not vacant land, but an active facility, we require in-depth experience from an outside source who has successfully executed such projects at water treatment facilities.

4. A discussion of specific tasks you expect the OA to perform once services are awarded:
 - a. The City of Amesbury wishes to move forward with an Energy Efficiency Technical Assessments of Processes / ASHRAE Level II Energy Audit at the Amesbury Water Treatment Plant. This audit includes a building survey and

energy analysis by area, in addition to a fuel use analysis, and benchmarking of the building to gauge overall performance. Energy consumption is then broken out by end use to assist the City and operators in understanding which area of operation may achieve the greatest improvements. Utility rates will be analyzed to evaluate if there are rate change opportunities or if specific utility rate DSM programs are available for the building. Key building representatives (owners, managers, operators, and occupants) will be interviewed to gain an understanding of the building as well as explore problem areas, and to clarify financial and non-financial goals of the assessment.

- b. The site assessment may include a variety of diagnostic testing including, but not limited, to the following: Combustion analysis and steady state efficiency testing; Pump and motor efficiency testing; Lighting level assessment (foot candles and lighting power density); Duct leakage testing; Air flow and temperature measurements; Water flow and temperature measures; Infrared thermography; Solar shading analysis; Electrical testing; and Relative humidity testing.
 - c. Once the site assessment is completed, an energy model/building simulation and engineering calculations are developed to create recommended Operational Measures (OM) or Energy Conservation Measures (ECM). The OM and ECM will be categorized based on energy use area, estimated energy and cost savings, implementation cost, and simple payback.
 - d. Where appropriate, general recommendations and cost estimates will be made and categorized by energy use area, estimated energy and cost savings, implementation cost, and simple payback. Results will then be incorporated into a written report in standard format.
5. If an applicant is not requesting the maximum allowable amount of \$12,500, or \$5000 for a zero-net energy building assessment, please note that in the summary:
- a. The City of Amesbury is requesting the maximum allowable amount of \$12,500.

ATTACHMENT B

CERTIFICATION OF APPLICATION

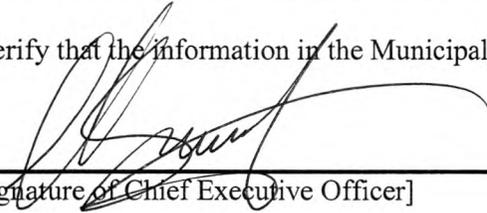
The Certification of Application below must be provided as a *scanned pdf with signature*.
For joint applications, one certification must be submitted for each municipality.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I, Mayor Gray am authorized to execute said Application on behalf of
City of Amesbury, the applying municipality, technical assistance agency, regional
school district, municipal light plant or water/wastewater district.

I verify that the information in the Municipal Energy Technical Assistance Grant Application is true.



[Signature of Chief Executive Officer]

MAYOR

[Title of Chief Executive Officer]

6/9/2017

[Date]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

FOR REGIONAL SCHOOL DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR WATER/WASTEWATER DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR TECHNICAL ASSISTANCE AGENCIES, THE CHIEF EXECUTIVE OFFICER IS THE EXECUTIVE DIRECTOR.

FOR MUNICIPAL LIGHT PLANTS, THE CHIEF EXECUTIVE OFFICER IS THE GENERAL MANAGER.

February 1, 2017

Mr. Thomas Barrasso, Director Energy & Environment
Office of Economic & Community Development
City of Amesbury City Hall
62 Friend Street
Amesbury, MA 01913

Re: **Level II Energy Audit Proposal**
Water and Wastewater Treatment Plants

Dear Mr. Barrasso

Pursuant to our discussions, Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to provide you with this proposal to provide an ASHRAE Level II Energy Audit at the Water Treatment Plant and the Wastewater Treatment Plant. The scope of work, schedule, and proposed fee is provided on the following pages.

Project Understanding

An ASHRAE Level II audit includes a detailed building survey and energy analysis by area. This includes a fuel use analysis and benchmarking of the building to gauge overall performance. Energy consumption is broken out by end use in order to assist the owner and operators in understanding which areas of operation may present the greatest opportunities. Utility rates will be analyzed to determine if there are rate change opportunities or if specific utility rate DSM programs are available to the building. All key building representatives (owners, managers, operators and occupants) are interviewed to gain a thorough understanding of the operational characteristics of the building, to explore all potential problem areas, and to clarify financial and non-financial goals of the assessment.

The site assessment may include a variety of diagnostic testing. Depending on the types of systems the building has and the reported problems or issues the building may be experiencing, diagnostics may include any of the following:

- Combustion analysis and steady state efficiency testing
- Pump and motor efficiency testing
- Lighting level assessment (foot candles and lighting power density)
- Duct leakage testing
- Air flow and temperature measurements
- Water flow and temperature measures
- Infrared thermography
- Solar shading analysis
- Electrical testing
- Relative humidity testing

Once the detailed site assessment is completed, an energy model/building simulation and engineering calculations are developed in order to create recommended Operational Measures (OM) or Energy Conservation Measure (ECM). The OM and ECM will be categorized based on energy use area, estimated energy and cost savings, implementation cost, and simple payback.

In addition to the energy model, an audit report is developed that thoroughly documents building conditions, operational characteristics, and proposed energy savings measures. The report also lists any potential capital-intensive improvements that require more thorough data collection and engineering analysis such as a (Level III Audit), and a preliminary judgment of potential costs and savings associated with those improvements.

Scope of Services

Weston & Sampson proposes the following scope of work for a Level II energy audit:

1. Any previous audits, studies, and reports will be reviewed and considered.
2. Walk through inspection of facility, including buildings and processes for each area where some form of energy is used. Each building will have a comprehensive walk through identification of major energy consuming devices such as lighting, pumps, motors, heating ventilation and air conditioning (HVAC) and process equipment.
3. The current energy consumption and cost will be reconciled and benchmarked. All forms of energy purchased and used, including electric, gas, oil, propane, steam, etc., are tabulated to determine energy utilization index for the facility or process operation.
4. Where appropriate, general recommendations are made with respect to overall energy use and improvements for higher energy efficiency without significant changes in occupancy comfort, safety building code compliance.
5. Estimate the cost to retrofit/upgrade existing equipment with projected energy and cost savings. Recommendations generally include equipment specifications, installation and maintenance requirements.
6. Each recommended Operational Measure (OM) or Energy Conservation Measure (ECM) will be categorized based on energy use area, estimated energy and cost savings, implementation cost, and simple payback.
7. The results will be incorporated into a written report using industry standard format.
8. Tabulated data can be provided in spreadsheet format to facilitate future use and tracking in several formats and future representing measure type (IE, HVAC, Lighting, etc.), payback and carbon (CO₂) reduction and general category classification such as capital improvement, education, training etc. Alternative energy sources will be detailed separately.
9. Federal and State grants and utility incentives will also be reviewed and incorporated into the cost ECM cost estimates investigated and applied where appropriate.

Our qualified team for this assignment includes registered Professional Engineers, Certified Energy Managers, LEED® Accredited Professionals, and other competent staff who have successfully worked together on a number of similar energy audits throughout the region.

Project Schedule

Tasks performed under this assignment will be performed on a mutually agreeable schedule.

Compensation

Weston & Sampson proposes to provide an ASHRAE Level II Energy Audit at the Amesbury Water Treatment Plant and Wastewater Treatment Plant for the lump sum fee indicated in the table below. We will begin to provide services on upon written authorization to proceed. Services are generally invoiced on a monthly basis, including hourly rates and expenses and payment is due net 30 days.

| Level II Energy Audit Fee Schedule | | | |
|------------------------------------|-----------------|-----------------|-----------|
| Facility | Facility Size | Estimated Hours | Total Fee |
| Water Treatment Plant | 1.3 MGD Average | 120 | \$15,000 |
| Wastewater Treatment Plant | 2.4 MGD Average | 190 | \$24,000 |
| Total | | | \$39,000 |

Terms and Conditions

Services performed pursuant to this agreement will be in accordance with Weston & Sampson's General Terms and Conditions attached. We will require an executed copy of this proposal, purchase order, or other equivalent written authorization prior to commencing work. We appreciate the opportunity to provide this proposal to the City of Amesbury, and we look forward working with you on this project. If you have any questions, please call Johanna Hall at (978) 532-1900 x 2323.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

Accepted For:

CITY OF AMESBURY



Frank Ricciardi, P.E., LSP
Vice President

By: _____
Name (Printed) _____

Date _____

Attachments: General Terms and Conditions
Scope of Services and Fee Estimate

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated February 1, 2017 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefore WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of

hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project

including previous reports and other data relative to design or construction of Project.

- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three

(3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such

