



Maryland
Energy
Administration

Wes Moore, Governor
Aruna Miller, Lt. Governor
Paul G. Pinsky, Director

August 28, 2023

«Public_Entity_Authorized_Signer»

<Title>

«Public_EntityApplicant»

«Signer_Address_Line_1»

«Signer_Address_Line_2»

«First_Line_Dear_MrMs_Xxxxx»:

I am pleased to announce that the «Public_EntityApplicant» has been selected to receive technical assistance via MEA's Solar Technical Assistance Program subject to the provisions included in Attachment 1 to this Letter of Agreement.

Your signature of this Letter of Agreement is required to receive the requested technical assistance. By signing this letter, your organization is confirming its commitment to meeting the data and access needs of the Solar Technical Assistance Program for the facility/facilities and site identified in your technical assistance request submitted on «Date_TA_Request_Received». Failure to provide access and data may prevent MEA from providing the requested technical assistance. In order to provide the requested technical assistance, the following coordination may be needed from the Applicant:

- Providing requested data within 30 days of request (see Attachment 1),
- Conducting in-progress calls (as may be mutually agreed upon) with the technical assistance provider,
- Providing additional data to the technical assistance provider, as may be required, within an agreed upon timeframe to complete the analysis,
- Providing feedback on the draft report within one week of delivery by the technical assistance provider.

David Comis at david.comis@maryland.gov will serve as the MEA project manager for this project. He will be getting in touch with you shortly to introduce you to the technical assistance provider(s).

We look forward to assisting your organization.

Maryland Energy Administration

«Public_EntityApplicant»

Paul G. Pinsky
Director

«Public_Entity_Authorized_Signer»
«Public_Entity_Authorized_Signer_Title»

Attachment 1:

1. Term of the Agreement.

- (A) The Effective Date of this Agreement is the date that MEA receives a copy of this letter signed by you. The official date of receipt is determined by the official MEA date stamp, which will be stamped on the first page of this Agreement.
- (B) The term of the Agreement shall begin on the Effective Date and will continue until your receipt of the Final Report, or the completion of all evaluation work if no Final Report is to be issued.
- (C) MEA or the «Public_EntityApplicant» may amend the terms of this Agreement only by written agreement signed by both parties.

2. Information and Actions Required by the «Public EntityApplicant».

- (A) **Initial Evaluation.** «Public_EntityApplicant» agrees to provide data needed for the evaluation of facilities as potential sites for solar system installations when requested by MEA and/or MES. The requested data may include the following items:
 - 1) Defined goals and other parameters for solar siting, including any agency restrictions to be considered in the evaluation of solar or battery use for the intended site(s).
 - 2) A list of buildings to be considered.
 - 3) Indicate specialized hot water needs, if any.
 - 4) Indicate if there is a need for electrical resiliency.
 - 5) Provide ownership status of each building (or if leased, time remaining on the lease).
 - 6) Indicate the date(s) of most recent roof replacement.
 - 7) Indicate the year for anticipated roof replacement (if the agency maintains a capital replacement plan
 - 8) Indicate the type of roofing material.
 - 9) Provide access to the energy usage data, and any available energy usage interval data available from the utility company. Allow installation of data loggers, as necessary.
 - 10) Provide a copy of the electric utility bill to show the delivery and commodity costs per kWh and related charges.
 - 11) Describe any known plans to change landscaping that will add or subtract to direct sunlight available to the building(s).
 - 12) Indicate any minimum and maximum electricity consumption criteria for each building considered.
 - 13) Provide any data necessary to complete the requested technical report within 30 days of receiving the request for the data or within the timeframe agreed upon with the technical assistance provider.
- (B) **Follow-up evaluation.** Subsequent to the initial evaluation, «Public_EntityApplicant» agrees to facilitate additional analysis in the following ways, as requested:

- 1) Provide access to the underside of the subject roof(s) to allow evaluation of load-bearing capacities.
- 2) Provide access to roof tops to allow inspection of capacities for solar installation.
- 3) Provide building blueprints and mechanical system drawings, if readily available.
- 4) Describe any existing functional or mission related restrictions that may affect the ability to install solar on the roof or ground.

(C) **Analysis.** «Public_EntityApplicant» agrees to provide available data to the Maryland Environmental Service (MES) or its technical provider for the evaluation as follows:

- 1) Generate a list of buildings for detailed evaluation by MES.
- 2) Document any facility restrictions specified by «Public_EntityApplicant».
- 3) Authorize additional technical assistance as needed.
- 4) Review and comment on interim report as appropriate.
- 5) Review Final Report.
- 6) Receive Final Report.

3. Reporting. «Public_EntityApplicant» shall provide data requested by MEA related to this Letter of Agreement and shall otherwise cooperate with MEA to report «Public_EntityApplicant» actions taken as a result of the final Technical Assistance Report provided under the Technical Assistance Program.

4. Maryland Saved Harmless. MEA expressly reserves the right of any immunity MEA, or its employees may possess under State or federal law. The «Public_EntityApplicant» shall be responsible for its own liability associated with the Letter of Agreement, and neither party waives any applicable immunities.

5. Maryland Law Prevails. The internal laws of Maryland shall govern the interpretation and enforcement of the Letter of Agreement, except for any choice of law provisions utilized by Maryland.