

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VERMONT AIR NATIONAL GUARD (VTANG)
AND
THE CITY OF BURLINGTON (CITY)
FOR
THE REDUCTION OF GREENHOUSE GAS EMISSIONS AND AIRCRAFT NOISE
[INSERT AGREEMENT NUMBER]

This is a Memorandum of Understanding (MOU) between the Vermont Air National Guard (VTANG) and the City of Burlington in the State of Vermont (City). When referred to collectively, VTANG and the City are referred to as the “Parties”.

1. BACKGROUND:

1.1. The City is a municipality in the State of Vermont. It owns and operates the Patrick Leahy Burlington International Airport (BTV), located in the City of South Burlington in the State of Vermont.

1.2. VTANG is the air component Vermont National Guard, operating under Title 32 of the United States Code while training for its federal mission as part of the Air National Guard of the United States. It leases 281.20 acres of land located at BTV from the City on which it operates the 158th Fighter Wing.

1.3. The 158th Fighter Wing has been a federally recognized unit of the United States Air Force since 1946, originally recognized as the 134th Fighter Squadron. In 2020 it was the first Air National Guard unit in the United States to base the F-35A Lightning II aircraft.

1.4. The Parties share a goal of reducing greenhouse gas emissions produced through facility and aviation activities.

1.5. VTANG is currently engaged in initiatives to reduce greenhouse gas emissions as part of the Department of the Air Force Climate Action Plan.

1.6. The Parties share a goal of reducing and mitigating the effect of aircraft noise.

1.7. The City has developed and executes a noise compatibility program pursuant to 15 C.F.R. Part 150.

1.8. VTANG has taken extraordinary measures to both limit and further reduce aircraft noise.

2. PURPOSE: The purpose of this MOU is to document the mutual goals and intentions between the Parties in reducing greenhouse gas emissions and mitigating aircraft noise.

3. UNDERSTANDING OF THE PARTIES:

3.1. VTANG will make all reasonable efforts to—

3.1.1. Make climate-informed decisions, optimize energy use, and pursue alternative energy sources.

3.1.2. Decrease its contribution to future climate risk via the reduction of greenhouse gas emissions.

3.1.3. Work through all available channels to explore and advance simulator training initiatives and technological solutions that reduce greenhouse gas emissions and aircraft noise.

3.1.4. Work with the City in support of BTV's noise compatibility program through resources available from Federal Aviation Administration and the Community Noise Mitigation Program of the Department of Defense, Office of Local Defense Community Cooperation.

3.1.5. Investigate alternative aircraft takeoff and recovery procedures to reduce greenhouse gas emissions and aircraft noise.

3.1.6. Pursue funding for objective studies that determine the impact of alternate takeoff and recovery procedures and to assess whether additional options are available.

3.1.7. Adopt alternative energy sources by purchasing compatible and sustainable aviation fuel.

3.1.8. Will communicate its efforts towards reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise to the City's Airport Director and Mayor as information becomes available or upon request.

3.1.9. Will report its annual Air Emissions Registration Report to the Burlington City Council or subcommittee thereof.

3.2. The City will make all reasonable efforts to—

3.2.1. Work through Vermont's Federal legislative delegation to fund and advance the use of simulated and augmented reality training platforms or other initiatives advancing the common goals of the Parties in reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise.

3.2.2. Continue to execute its noise compatibility program.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For VTANG—

5.1.1.1. Primary POC—

Maj. Meghan Smith, Public Affairs Officer

5.1.1.2. Alternate POC—

5.1.2. For the [Second Party]—

5.1.2.1. Primary POC—

5.1.2.2. Alternate POC—

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the POCs listed in paragraph 5.1 above or as may from time to time otherwise be directed by the Parties.

5.3. REVIEW OF AGREEMENT: This MOU will be reviewed in its entirety no less often than at the mid-point of its term or around the anniversary of its effective date.

5.4. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision of this MOU will be interpreted to require obligation or payment of funds.

5.5. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.6. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, or Department of Defense issuance, be resolved by consultation between the Parties.

5.7. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

5.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE: This MOU expires on [insert a date 10 years after the anticipated signing date].

5.12. NO THIRD-PARTY BENEFICIARIES: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6. LIST OF ATTACHMENTS:

6.1. Department of the Air Force Climate Action Plan, October 2022.

6.2. National Guard Bureau Memorandum, F-35A Noise Mitigation Memo, 12 September 2023.

6.3. [insert the Burlington City resolution]

APPROVED:

For VTANG—

For the City—

Maj. Gen. Gregory C. Knight
The Adjutant General

Miro Weinberger
Mayor

Date

Date