



## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into between the Midwest Renewable Energy Association (“MREA”) and DuPage County (“COUNTY”) and is effective as of January 27, 2026.

### THE PROJECT

The Project is a Solar and Heat Pump Group Buy program, called Switch Together Chicagoland (“PROGRAM”). PROGRAM will provide homeowners and small businesses (“RESIDENTS”) who are interested in rooftop solar, battery energy storage systems, electric vehicle charging upgrades and heat pumps with the necessary support to reduce the cost and complexity of making these important investments for a clean energy transition. COUNTY will be one of MREA’s leadership partners for the PROGRAM, along with Cook, DuPage, Kane, Lake, and Will Counties and the City of Chicago.

MREA and Citizens Utility Board (“CUB”) will continue to administer the Program and manage public engagement including program website and public information sessions (i.e. Solar Power Hours).

MREA’s program implementation partner, iChoosr, holds a contract with solar and heat pump installers (selected through a competitive bid process), which outlines the scope of work and legal obligations of a qualified installer who wishes to participate in the Program. This contract requires the installer to adhere to the group pricing they proposed during the competitive bid process, subject to audit by the Program. The installer contract shall indemnify, defend, and hold harmless the MREA and any additional Program Team members and all the program partners (jurisdictions and local nonprofit organizations, if any), including COUNTY. However, nothing contained herein or in said installer contract(s) shall be construed as constituting a waiver of the COUNTY’s right to select counsel of its choice to defend the COUNTY in any claims filed against it. The installer contract shall provide for installer’s payment of all defense costs in such circumstances. Furthermore, nothing contained herein or in the installer contract(s) shall be construed as constituting a waiver of the COUNTY’s defenses or immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.* The installer carries liability for the work they perform and minimum hardware and workmanship warranties are required of all participating installers. For each solar installation, each individual property owner enters into their own contract with the installer separately. Neither COUNTY, MREA, CUB or iChoosr shall be made a party or privy in the contract between the Resident and installers. There shall be no third-party beneficiaries to this Agreement.

MREA and CUB will strive to execute 3 group buys per year, with the first targeted to launch by February 11, 2026.

## THE AGREEMENT

The following is an agreement between MREA, CUB and COUNTY with the goal of furthering the respective missions of both. MREA, CUB and COUNTY acknowledge that no contractual relationship is created by or between them by this MOU, but agree to work together collaboratively to provide united, visible and responsive leadership of the PROGRAM.

The following responsibilities will be shared by MREA and CUB, including but not limited to:

- Preparing requests for proposals, establishing requirements and qualifications for the solar and heat pump installers, including but not limited to: NABCEP certification, Master Electrician on staff, locally headquartered;
- Providing regular updates to advisory committee members;
- Developing presentations for PROGRAM;
- Developing and implementing a schedule of public information sessions;
- Creating promotional materials, which may include direct mail, posters, handbills, yard signs;
- Developing community partnerships to support program outreach efforts;
- Targeted social media advertising;
- Facilitating conference calls with program partners;
- If necessary, auditing proposals given to RESIDENTS by the solar installer;
- Drafting press releases and other materials that COUNTY can share directly via its own communication channels;
- Cultivating email contacts and sending regular informational and promotional emails;
- Developing local promotional partnerships with Solar Power Hour host venues and others.

To assist in facilitating a successful program, COUNTY will be expected to:

- Allow PROGRAM to utilize the name and logo of the COUNTY on a COUNTY reviewed and approved direct mailer to identify that the COUNTY supports the PROGRAM. COUNTY shall first be reviewed and approved by COUNTY in writing.
- Invite local stakeholders to join COUNTY, MREA and CUB as program partners;
- Provide staff for one to two seats on Advisory Committee, which will be our primary program contacts, including for approval of co-branded program marketing materials;
- Participate in program team meetings via teleconference, as needed;
- In place of securing public space for info sessions, help promote PROGRAM through local and social media, electronic newsletters, and/or other means, and help local jurisdictions and nonprofits similarly promote PROGRAM;

This MOU shall be and remain in effect beginning the date of COUNTY'S Countersignature for a period of two (2) years. This MOU may only be amended or renewed upon written agreement of the Parties.

Neither Party shall have any liability for failure to perform, or delay in performance, in any obligation hereunder caused by circumstances beyond the Party's reasonable control including, but not limited to, acts of God acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.

This MOU shall be governed by the laws of the State of Illinois, and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

All parties may terminate this MOU for any reason with 30-days advance written notice. In the event that either party decides to terminate this MOU, both parties agree to provide their respective best efforts to complete any open or ongoing PROGRAM responsibilities as it pertains to RESIDENTS that may already be participating.

ACCEPTED BY:

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

January 27, 2026  
DATE

\_\_\_\_\_  
NICK HYLLA, EXECUTIVE DIRECTOR  
MREA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITIZEN UTILITY BOARD, EXECUTIVE DIRECTOR  
SARAH MOSKOWITZ

\_\_\_\_\_  
DATE