



MEMORANDUM OF UNDERSTANDING

May 2023

This Agreement is entered into between the Midwest Renewable Energy Association ("MREA") and DuPage County ("COUNTY") and is effective as of May 9, 2023.

THE PROJECT

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

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). This should be comparable to the support currently being provided by the MREA and CUB for Grow Solar program efforts.

MREA's program implementation partner, iChoosr, holds a contract with solar 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 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. 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, nor MREA, CUB or iChoosr shall be made a party or privy in the contract between the Resident and installers.

MREA, CUB, and iChoosr will strive to execute 2 solar group buys per year, with the first targeted to launch by June 1, 2023.

THE AGREEMENT

The following is an agreement between MREA and COUNTY with the goal of furthering the respective missions of both. MREA 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, CUB, and iChoosr, including but not limited to:

- Preparing requests for proposals, establishing requirements and qualifications for the solar installer, including but not limited to: NABCEP certification, Master Electrician on staff, locally headquartered;
- Providing regular updates to advisory committee members;
- Developing unique "Solar Power Hour" presentations for PROGRAM;
- Developing and implementing a schedule of public information sessions;
- Contracting and managing local Solar Power Hour presentation facilitator(s);
- 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 bi-weekly 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 COUNTY name, logo, and likeness for purposes of demonstrating its support of PROGRAM. All uses of the COUNTY name, logo, and likeness shall be first reviewed and approved by COUNTY in writing.
- 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 and MREA 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 bi-weekly program team meetings via teleconference, as needed;
- If safety permits, distribute physical promotional materials at high-traffic locations;
- 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 remain in effect beginning the date of COUNTY'S Countersignature for a period of two (2) years, at which time the MOU will automatically renew annually on the applicable anniversary date of the Effective Date of this MOU, unless terminated earlier by either COUNTY or MREA.

Either COUNTY or MREA may terminate this MOU for any reason with 90-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:

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

May 9, 2023

Nick Hylla, Executive Director
MREA

Date