**MEMORANDUM OF UNDERSTANDING (MOU)**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”),** dated [date] is made and entered into by and between the [municipality name], a municipal corporation of the State of New York, having its principal offices at [address] (the “Municipality”); and [campaign partner], a corporation having its principal offices [address] (“Contractor Team”), (each a “Party,” together, “the Parties”) with regard to the specific roles and responsibilities of a community campaign for community solar program.

**WHEREAS**, the [municipality name] is concerned about the sharp rise in energy prices and the impact of inflation on households and businesses; and

**WHEREAS**, to help address these concerns, the Municipality desires to launch a community campaign to encourage residents and businesses of the Municipality to enroll in community solar, also known as Community Distributed Generation, to save money on electricity bills while making our community more energy independent and sustainable, and

**WHEREAS**, the Contractor Team is a provider of community solar subscriptions and has proposed to partner with the Municipality on a campaign for marketing and outreach around community solar programs and solar subscriptions; and

**WHEREAS**, by completing a campaign of this type, the Municipality is well positioned to earn points and grants through state programs including Climate Smart Communities and Clean Energy Communities,

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

I. CONTRACTOR TEAM RESPONSIBILITIES:

1. Campaign Implementation. The Contractor Team shall collaborate with the Municipality to execute a 12-week community marketing outreach campaign starting in [month/year] (the “Campaign”).
2. Marketing and Outreach. The Contractor Team shall assist the Municipality with the Campaign to drive community adoption of community solar subscriptions. The Contractor Team agrees to the following terms;
3. The Contractor Team shall pay the cost to send a letter and postcard to a targeted list of potential subscribers in the Municipality.
4. The Contractor Team shall perform ongoing and as-needed customer service support to potential and enrolled community solar subscribers.
5. The Contractor Team shall be available to present at information webinar sessions in support of the campaign.
6. The Contractor Team shall request approval from the Municipality for all marketing materials including any press releases or events developed to promote the Campaign in advance of distribution.
7. The Contractor Team shall include any community logos deemed necessary by the Municipality on any materials used in the Campaign.
8. The Contractor Team shall make best efforts to enroll a minimum of [number] residential or commercial accounts into community solar as part of the campaign.

II. MUNICIPALITY RESPONSIBILITIES:

1. The Municipality shall participate in the Campaign through marketing efforts which may include public announcements and events, press releases, social media, website postings, municipal outreach, and other miscellaneous forms of community outreach.
2. The Municipality shall permit the use of the Municipality Seal on approved marketing materials submitted by the Contractor Team.

III. REPORTING AND SHARING

1. The Parties shall participate on a kick-off call with Contractor Team to clarify objectives, timelines, points of contact, and more
2. The Parties shall participate in regular video or phone conferences to discuss campaign progress
3. The Parties shall participate in additional meetings, email, or phone communication, as needed
4. The Contractor Team shall provide the Municipality with summary reports of customer sign-ups and progress upon request by the Municipality.

This MOU shall be in effect upon the signature of the Contractor Team and the Municipality. It shall be in force from the date of signature until the completion of the campaign. Either the Contractor Team or the Municipality may terminate participation in the Campaign at any time with written notice to the other Party.

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| MUNICIPALITY  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CAMPAIGN PARTNER  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |