

**RESOLUTION 2018- 31**

**A RESOLUTION AUTHORIZING A JOINT MARKETING INITIATIVE TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND SOLAR POWER INSTALLATIONS FOR RESIDENTIAL HOUSEHOLDS AND DISPENSING WITH A SECOND READING**

**Whereas**, Sycamore Township has a vested interest in the on-going investment and improvement of its residential housing stock;

**Whereas**, the "Get Efficient" residential energy efficiency program exists to assist homeowners identify, evaluate and invest in energy efficiency improvement opportunities within their homes;

**Whereas**, the "Solarize Cincy" program has a demonstrated record of success connecting residents and solar power installers resulting in Hamilton County being the top residential solar power producer in the State of Ohio;

**Whereas**, recent studies indicate that nearly 9 of 10 homeowners claim they would act upon energy efficiency and renewable energy programs if made aware of existing programs, and more than 8 in 10 homeowners claim they need assistance identifying energy efficiency improvement opportunities within their home;

**Whereas**, the Greater Cincinnati Energy Alliance ("GCEA") is a nonprofit organization operating both the Get Efficient and Solarize Cincy programs for the purpose of facilitating investment in energy efficiency and renewable energy;

**Whereas**, the Get Efficient and Solarize Cincy program services are available to residents at no cost, and;

**Whereas**, GCEA is seeking assistance from Sycamore Township to help promote these programs to residents through its existing communication channels, community correspondence and social media outlets;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.**

The Board hereby declares its support for the Greater Cincinnati Energy Alliance ("GCEA") in its endeavors to facilitate residential energy efficiency and renewable power programs and encourages homeowners to maintain and improve the energy efficiency of their residential real property, to utilize free programs assisting in the feasibility of solar power and the identification, evaluation and financing of energy efficient improvements, encourages the GCEA to promote, market and educate residential homeowners on affordable ways to make their homes more energy efficient, and endorses the marketing, promotion and education of the Get Efficient and Solarize Cincy programs to its residents.

**SECTION 2.**

The Board directs township staff to actively support the Get Efficient and Solarize Cincy programs and cooperate with the GCEA in its efforts to market, promote and educate residents through Sycamore Township's existing communication channels, community correspondence and social media outlets.

**SECTION 3.**

The Board approves the Memorandum of Understanding with the GCEA as attached hereto and authorizes the Township Administrator to execute the Memorandum of Understanding on behalf of the Board

**SECTION 4.**

The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.


**SECTION 5.**

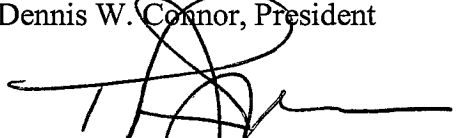
This Resolution shall take effect on the earliest date allowed by law.

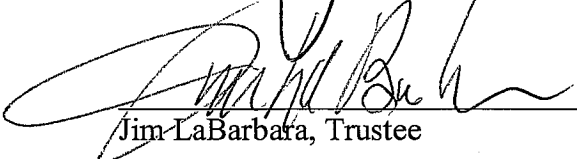
**VOTE RECORD:**

Mr. Connor Aye      Mr. LaBarbara Aye      Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 15<sup>th</sup> day of March, 2018.

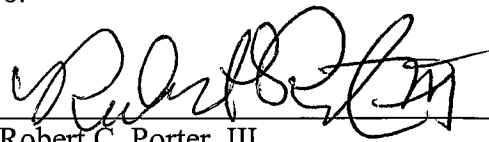
  
\_\_\_\_\_  
Dennis W. Connor, President

  
\_\_\_\_\_  
Thomas J. Weidman, Vice President

  
\_\_\_\_\_  
Jim LaBarbara, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 15<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Douglas Miller, Law Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GREATER CINCINNATI ENERGY ALLIANCE  
AND SYCAMORE TOWNSHIP, OHIO**

1. Parties. This Memorandum of Understanding (“MOU”) is made and entered into by and between the Greater Cincinnati Energy Alliance (“GCEA”), whose address is 200 W. Fourth Street, Suite 600, Cincinnati, OH 45202, and the the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio (the”Township”), whose address is 8540 Kenwood Rd, Sycamore Township, OH 45236 (collectively referred to herein as “Parties”).
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Parties will function and operate in the promotion, marketing and education of the Get Efficient and Solarize Cincy programs, respectively (herein referred to as the “Program(s)”). The geographical territory of this MOU shall extend to the physical boundaries of the Township and shall include any residential parcels where Township services are provided. The Get Efficient program is a program offering Sycamore Township residents an opportunity to receive a free energy efficiency assessment for their homes and access to extended term financing for energy efficiency upgrades. The Solarize program is a means to promote renewable energy in Sycamore Township whereby residents can request a free assessment outlining the costs and benefits of providing solar energy to their homes. The Solarize Cincy program may connect homeowners to qualified installers and may provide discounts that can make solar improvements more affordable.
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until December 31, 2019. This MOU may be terminated, without cause, by either party upon 5 days written notice, which notice shall be delivered by hand, electronic delivery, or by certified mail to the addresses listed above.
4. Responsibilities of GCEA. It is the responsibility of GCEA to serve as the primary administrator of all marketing and promotions of the Programs. The volume, frequency, and extent of any marketing and/or promotion of the Program may vary from time-to-time due to changes in funding availability, business operations, and other Program performance variables, such as Program usage rates within the service area. The obligations, duties and actions which make-up these responsibilities include:
  - a. Program operations, staffing, overhead and associated costs/expenses.
  - b. Design, development and production of all marketing and promotional materials, including any associated costs/expenses.
  - c. Mass media advertising and associated costs/expenses, which may include any of the following: broadcast media, print media, social media, and digital display.
  - d. Targeted media advertising and associated costs/expenses, such as mail inserts, IP targeting, or email.

5. Responsibilities of Township. It is the responsibility of Township to provide mutually agreed-upon marketing and promotional support of the Programs through cooperation with GCEA (when available, financially feasible, and/or applicable). The Township shall retain the right to approve and/or authorize any promotional and/or marketing materials prior to providing such support and cooperation and enabling such on any Township-sponsored or owned assets, such as websites, newsletters, events, etc. Examples of such support and cooperation may include:
  - a. Allowing marketing and/or promotional materials to be advertised and/or distributed at Township-sponsored events.
  - b. Installing hyperlinks to the Program websites on the Township's website or other social media pages (i.e. Facebook, LinkedIn, etc.).
  - c. With prior approval of the media and message by the Township, allowing GCEA to use the Township logo on its website, social media pages, mass media advertising, targeted media advertising and/or other press releases or other earned media opportunities (i.e. press interviews, printed articles, etc.).
  - d. Access to Township-owned facilities (i.e. meeting spaces) for the purpose of conducting public workshops and informational/educational sessions.
  
6. Indemnification The GCEA shall defend, indemnify, and hold harmless the Township, its officials, officers, employees, agents, successors, and assigns from any litigation, claim, cause of action, suits, liability, loss, damage, and expense of any nature, including attorney's fees, arising from any claims, demands, suits in law or in equity, damages, and any other costs incurred by the Township resulting from its participation in this MOU or the Programs under this MOU, except to the extent the damages are caused by the Township's gross negligence. GCEA's obligations under this paragraph shall survive any termination of this MOU.
  
7. General Provisions
  - a. *Amendments.* Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
  - b. *Applicable Law.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Ohio. The courts of the State of Ohio shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be Hamilton County, OH.
  - c. *Entirety of Agreement.* This MOU represents the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- d. *Severability.* Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- e. *Sovereign Immunity.* The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- f. *Third Party Beneficiary Rights.* The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

IN WITNESS WHEREOF, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**GREATER CINCINNATI ENERGY ALLIANCE, INC.**

\_\_\_\_\_  
Jerry Schmits, President & CEO

\_\_\_\_\_  
Date

**THE BOARD OF TOWNSHIP TRUSTEES OF  
SYCAMORE TOWNSHIP,  
HAMILTON COUNTY, OHIO**

\_\_\_\_\_  
Greg Bickford, Township Administrator

\_\_\_\_\_  
Date