

RESOLUTION NO. 18-784

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
THE GREATER CINCINNATI ENERGY ALLIANCE
TO OFFER THE *GET EFFICIENT* PROGRAM THROUGH 2019**

WHEREAS: The Village of Silverton ("Village") has been taking steps to reduce its use of fuels to save money and reduce the Village's carbon footprint, including but not limited to installing a geothermal heating and cooling system at the new Town Hall and purchasing all electrical power the Village uses from renewable power sources; and

WHEREAS: The Greater Cincinnati Energy Alliance ("GCEA") is a nonprofit organization established in 2009 to facilitate investment in energy efficiency and renewable energy projects; and

WHEREAS: GCEA offers many programs to improve energy efficiency and lower carbon emissions, including a new program called *Get Efficient* which will be offered through 2019 with funding from the Duke Class Benefit; and

WHEREAS: The *Get Efficient* program provides residents a free on-line tool for them to assess potential energy efficiency home improvements, offers free consultation for the resident to learn more about potential cost and energy saving investments, connects interested residents with contractors who can provide services to homeowners, and offers financing for homeowners who wish to borrow to make energy improvements to their home; and

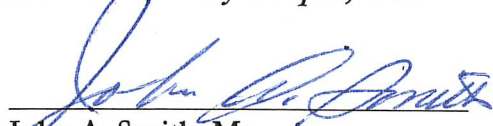
WHEREAS: The parties desire to enter into a Memorandum of Understanding ("MOU") to set forth the terms and conditions under which GCEA and the Village will partner to offer the *Get Efficient* program in Silverton.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Silverton, Ohio that:

SECTION I. The Village Manager is hereby authorized to enter into a MOU with GCEA, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION II. This Resolution shall take effect and be in force from and after its passage and approval.

PASSED this 19th day of April, 2018.



John A. Smith, Mayor

ATTEST:




Thomas M. Carroll, Village Manager

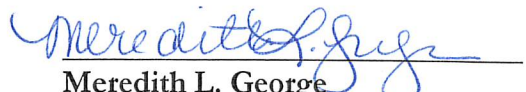
CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Resolution No. 18-784 has been duly made by posting true copies in three (3) of the most public places in said municipality, as determined by Council as follows: 1) Silverton Municipal Building; 2) Parkview Ave at the Train Depot; 3) Silverton's Official Website. Said posting was for a period of fifteen days commencing April 23, 2018

Approved as to form:



Bryan E. Pacheco, Village Solicitor



Meredith L. George
Clerk of Council of Silverton, Ohio

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GREATER CINCINNATI ENERGY ALLIANCE
AND THE VILLAGE OF SILVERTON, OH**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Greater Cincinnati Energy Alliance, Inc. (“GCEA”), whose address is 200 W. Fourth Street, Suite 600, Cincinnati, OH 45202, and The Village of Silverton (“Village,” and together with GCEA, the “Parties”), whose address is Village of Silverton, 6860 Plainfield Road Silverton, OH 45236.
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 GCEA’s “Get Efficient” and “Solarize” programs, respectively (herein referred to as the “Program(s)”). The geographical territory of this MOU shall extend to the physical boundaries of the Village and shall include any residential parcels where Village services are provided.
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 30 days written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.
4. Responsibilities of GCEA. GCEA shall serve as the primary administrator of all marketing and promotions of the Programs. GCEA may vary the volume, frequency, and extent of any marketing and/or promotion of the Program from time-to-time in its discretion due to changes in funding availability, business operations, and other Program performance variables, such as Program usage rates within the service area. GCEA’s 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 Village. Village shall provide mutually agreed upon marketing and promotional support of the Programs through cooperation with GCEA as reasonably requested by GCEA. The Village shall retain the right to reasonably approve and/or authorize any promotional and/or marketing materials using Village-sponsored media such

as Village sponsored 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 Village sponsored events
- b. Installing hyperlinks to the Program websites on the Village's website or other social media pages (i.e. Facebook, LinkedIn, etc.)
- c. Allowing GCEA to use the Village logo on GCEA's 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. Reasonable access to Village facilities (i.e. meeting spaces) for the purpose of conducting public workshops and informational/educational sessions

6. 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 in writing and signed by all Parties to this MOU.
- b. *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.
- c. *Intellectual Property.* All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights in and to all documents, work product, and other materials, including, without limitation, information in connection with the Programs (collectively, the "GCEA Intellectual Property") are to be the sole property of GCEA.

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

VILLAGE of SILVERTON

[Name and Title]

Date