

MEMORANDUM OF UNDERSTANDING (“MOU”)

Between

Orange County

And

Town of Hillsborough

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Solar Feasibility Study for Orange County and the Town of Hillsborough.

In particular, this MOU is intended to:

1. Define the roles and delineate the roles and responsibilities of each party.
2. Outline communication, financial, and other expectations of the parties until the final feasibility study documents are completed and turned over to both parties.

II. PARTIES

The parties of this Memorandum of Understanding are: Orange County (“the County”) and the Town of Hillsborough (“Hillsborough”).

III. BACKGROUND

Orange County recently completed the Request for Qualifications (RFQ) process and selected Pisgah Energy to perform a solar feasibility study for select facilities in Orange County. The Town of Hillsborough has requested to join the County with a joint contract to perform a solar feasibility study on select Hillsborough-owned properties.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Both County and Hillsborough shall be responsible for any costs associated with their respective locations as outlined in “Attachment A”.
2. The terms of this MOU shall begin on the date of execution and shall expire upon receipt of completed Solar Feasibility Study documents.

3. The parties shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations, including, but not limited to, all state and federal non-discrimination laws, policies, and rules.
4. Modifications of this MOU must be in writing and approved by both parties.
5. This MOU and any exhibits and amendments attached hereto, and any documents incorporated specifically by reference, represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
6. Hillsborough shall be responsible for providing coordination and access to its facilities and shall provide all documentation as requested for Pisgah Energy to complete the solar feasibility study. The list of Hillsborough facilities is outlined in Attachment A.
7. Upon submission of the final solar feasibility study to Hillsborough, Hillsborough shall reimburse the County within 30 days for its portion of work, as detailed on Attachment A – Pisgah Energy proposal dated July 3, 2025.

Parties indicate agreement with this MOU by their signatures:

ORANGE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF HILLSBOROUGH

By: _____

Name: _____

Title: _____

Date: _____

- Orange County routing sheet shall also be attached for all other parties within Orange County to sign.