

**MEMORANDUM OF UNDERSTANDING FOR THE
CENTRE COUNTY SOLAR GROUP**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this day of May 8, 2025, to be effective as of June 16, 2025, by and between

- Centre County, a county of the Fourth Class with an address of Willowbank Office Building, 420 Holmes Street, Bellefonte, Pennsylvania 16823;
- Centre Region Council of Governments, a voluntary association of State College Borough and surrounding townships with an address of 2643 Gateway Drive, State College, Pennsylvania 16801;
- Borough of State College, a Home Rule municipality with an address of 243 South Allen Street, State College, Pennsylvania 16801;
- College Township, a township of the Second Class with an address of 1481 East College Avenue, State College, Pennsylvania 16801;
- Ferguson Township, a Home Rule municipality with an address of 3147 Research Drive, State College, Pennsylvania 16801;
- Harris Township, a township of the Second Class with an address of 224 East Main Street, Boalsburg, Pennsylvania 16827;
- Patton Township, a township of the Second Class with an address of 100 Patton Plaza, State College, Pennsylvania 16803;
- State College Borough Water Authority, an authority with an address of 1201 West Branch Road, State College, Pennsylvania 16801;
- College Township Water Authority, an authority with an address of 1481 East College Avenue, State College, Pennsylvania 16801; and
- State College Area School District, a school district of the second class with an address of 240 Villa Crest Drive, State College, Pennsylvania 16801

Each individually a “Party” and collectively the “Parties”, also collectively called herein the “Centre County Solar Group” or “CCSG”.

BACKGROUND

- A. Below are the major milestones leading to the formation of the Centre County Solar Group (“CCSG”):

Late 2018: Centre Region Finance Directors initiated a process in late 2018 to determine if there was sufficient interest among the regional governmental entities to explore a Power Purchase Agreement (“PPA”) with a solar project.

- Jun 28, 2019: The Solar Power Purchase Agreement (SPPA) Working Group held its first meeting with 12 members to explore the viability of investing in a joint solar power purchase agreement. Early meetings defined its logistics, organizational structure, and quorum/voting definitions. The structure required working group representatives to get their board/council approval prior to action being taken on items by the working group.
- Nov 27, 2019: At this point 15 organizations make up the SPPA Working Group after 62 invitation letters were sent in August to all municipalities, school districts and authorities to inform organizations about the SPPA Working Group and ask if they are interested in participating.
- Mar 4, 2020: The SPPA Working Group approved the Cost Sharing Agreement (Appendix A) to share the expected cost for an energy services consultant and legal services. It defined the State College Area School District (“SCASD”) as the lead entity since its electricity usage and therefore cost portion consisted of 43% of the group total. The agreement was signed and went into effect in July 2020.
- Sep 20-Feb 21: Members of the group participated in a Large-Scale Renewables Aggregation Cohort through the American Cities Climate Challenge (“ACCC”) Renewables Accelerator.
- Oct 4, 2021: The SCASD board, acting on behalf of the SPPA Working Group, approved the energy services consulting contract with GreenSky Development Group. The Request for Proposal process resulted in five proposals. The Working Group selected GreenSky based on its score against the defined criteria and its interview.
- Oct 19, 2022: Following a Request for Proposals for a power purchase agreement from a solar project, the group received proposals for nine solar projects from three developers and one proposal from a retail service provider.
- Feb-Apr 2023: Individual governing entities were asked to reaffirm their participation and define their amount of electricity that will go into the power purchase agreement. Thirteen organizations proceeded. Based on the RFP criteria scoring, [Propect14 Entity] was selected as the developer for the PPA project. Direct Energy was selected as the retail services provider. Faegre Drinker was hired to provide necessary legal services.
- Jan 2025: An amended cost sharing agreement was approved to account for the organizations that withdrew and to extend the time period of the original cost sharing agreement that has expired.

Jan 2025: Ten organizations approved participation in the PPA Contracts. To manage the project over the next 15-25 years, the Centre County Solar Group (CCSG), an unincorporated association, was formed.

- B. The main objectives of the Working Group were to 1) aggregate purchasing power to reduce costs and obtain more competitive rates, 2) provide price certainty for long-term electricity costs to reduce the risk of market fluctuations on energy costs, and 3) to contribute to the effort to mitigate emissions and the risks of climate change. All seven guiding principles of the group can be found in Appendix B.
- C. See Appendix C for each organization's megawatt (MW) share in alternating current (AC) of electricity in the PPA that will be produced from a new approximate 14 MW DC solar array project being constructed in Sligo, Clarion County, PA or some other site within the same grid region provided the original site proves to be unworkable (the "Solar Project").
- D. Definitions for the organizations involved with the Parties:
- a. Commercial Operation Date "COD": The date the solar array is commercially operable, and the Parties are able to receive electricity from its production through the PJM grid.
 - b. "Developer": CL-Route 58 B LLC is the Solar Developer constructing the solar array. The term for the PPA with this asset is 15 years from COD with the ability to extend for a period not to exceed five years. Any sale of the asset to a new "Operator" will include the assignment of the signed contracts.
 - c. "Retailer": Direct Energy is the initial retail service provider contracted to manage the PPA within the wholesale market and the Parties' additional electricity. The term begins at COD and runs for 5 years. CCSG will determine the process for the subsequent retail service provider.
 - d. "Energy Consultant": GreenSky Development Group is the initial energy services consultant who will manage the PPA Contracts (defined below) and the Developer, Retailer and Parties associated with the PPA and the retail supply agreement. This contract is for a 6-year period from COD to provide 12 months following the end of the Retailer contract to have support for any Retailer replacement or renewal. CCSG will determine the process for the subsequent retail service provider.
- E. The PPA Contracts (Appendix D) include (items 1-5 are entered into separately by each Party and are the "PPA Contracts"; item 6 is entered separately by each Party and the Energy Consultant):
1. **PPA with Developer**: contract governs the purchase of power from a solar generation asset located in Centre County for 15 years.

2. **InSchedule Agreement** with Retailer and Developer: a tri-party contract that gives authority for Direct Energy to act on each Party's behalf with the Solar Generator in which Developer, Retailer and Parties will cooperate.
 3. **PPA Servicing Agreement** with Retailer: contract to manage PPA within the wholesale electricity market and each Party's additional electricity.
 4. **Retail Commodity Master Agreement (CMA)** with Retailer: contract provides general terms and conditions that apply to both the Servicing Agreement and the TC.
 5. **Transaction Confirmation (TC)** with Retailer: contract defining the ultimate sale of electricity for a 5-year period beginning at the COD.
 6. **On-Going Management Services for CCSG's PPA Energy Consultant:** contract between Energy Consultant and each Party to manage the PPA Contracts and the Party's involvement with the Solar Project for a 6-year period, beginning on the COD, to provide 12 months following the Retailer term.
- F. The execution of the PPA Contracts alters the procurement strategy considerably. Previously all Parties used fixed priced, full requirement contracts managed by electricity brokers to minimize and stabilize electricity prices and utility budgets. Going forward, a combination of fixed pricing under the PPA Contracts and market-based pricing for retail electric supply will be required to accomplish the same objectives.
- G. In entering into this Agreement, the Parties recognize the importance of collaboration over the 15-year life of the PPA Solar Project.

NOW THEREFORE, for and in consideration of the mutual promises contained here, and intending to be legally bound, the Parties to this Agreement, agree as follows:

1. The recitals are incorporated by reference as if each had been set forth at length herein.
2. Each Party will be responsible for paying its invoices to the electric utility provider (West Penn Power) for electricity distribution, the Retailer for electricity generation, and the Energy Consultant for the on-going services to manage the PPA Solar Project.
3. Each Party is responsible for their defined amount of electricity usage in the PPA as identified in Appendix C for the 15-year term. If a Party does not use all its defined electricity on an annual basis, it will be responsible to pay the Operator for its unused portion pursuant to the PPA.
4. Each Party will begin using Direct Energy as its retailer by June 30, 2025, or at the end of their current electricity contract if that date extends beyond June 30, 2025, but no later than August 31, 2026.
5. CCSG will consist of one appointee from each Party, except SCASD will have two appointees. Each Party may establish its own process for appointment of its respective CCSG representative.

6. CCSG Coordinator and Contact Information. Upon execution of this Agreement, CCSG has selected an individual or organization to be the CCSG coordinator, who shall be an employee or elected official of a Party (the "CCSG Coordinator"). The appointment of the CCSG coordinator is subject to change with the super majority approval of the CCSG. The CCSG Coordinator will schedule CCSG meetings, coordinate communications among the Parties and Energy Consultant, and distribute materials to all Parties as required herein or as requested by the Energy Consultant. The CCSG Coordinator will be the primary point of contact with the Energy Consultant. Each Party will provide the CCSG Coordinator with information on its appointee to the CCSG and notify the CCSG Coordinator when changes are made. Appendix E includes the original list of the CCSG Coordinator and appointees for each Party. This list will be maintained and updated by the CCSG Coordinator. Certain of the PPA Agreements require decision making on matters that involve all Parties. Those decisions will be managed by the CCSG Coordinator who will involve the Energy Consultant as needed. The CCSG will, as provided in this agreement, vote on decisions to be made and the Energy Consultant and CCSG Coordinator will make the required decisions in the PPA Agreements to reflect all members of CCSG even though the specific agreements maybe separately entered into by the respective CCSG members.
7. CCSG Meetings and Operations. CCSG will continue to operate in a manner that has been successful to date under the SPPA Working Group. CCSG will follow the Sunshine Act to the extent applicable and will operate pursuant to Robert's Rules of Order.
 - a. A quorum is defined as a majority of all Parties to the Agreement.
 - b. Voting by a super majority of two-thirds of all Parties (not based upon the Parties' appointees present at a meeting) will be necessary to act on decisions. Electronic voting would be permissible in the event all Parties' appointees are unable to attend in person.
8. CCSG will hold a minimum of one (1) meeting per year. Additional meetings as determined by a majority of all Parties will be held to oversee the PPA project including but not limited to the following actions:
 - a. An annual meeting will be coordinated by the CCSG Coordinator. The CCSG Coordinator will disseminate to all Parties an annual summary of the project including but not limited to the Solar Generator's performance, energy rate history, request for proposal schedule, and any open issues. In addition to providing a written report to each Party the CCSG Coordinator will provide additional reports, including any prepared by the Energy Consultant and be available to attend one public meeting of a Party, if requested, to provide an update on the Solar Project.
 - b. Eighteen months prior to the end of the Retailer term, CCSG will meet to prepare and issue a Request for Proposal for a Retailer and/or renegotiate the current contract. The CCSG will define the logistics, organizational structure and anticipated timeline to work with the Energy Consultant to identify retail services for the PPA at the end of any Retailer term for all participating Parties.

- c. Once a new term and contract for a Retailer is defined, CCSG will meet to prepare and issue a Request for Proposal for an energy consultant and/or renegotiate the current contract with the Energy Consultant. The CCSG will define the logistics, organizational structure and anticipated timeline to identify the need for an energy consultant and contract for the necessary services for all participating Parties.
 - d. Eighteen months prior to the end of the PPA, CCSG will meet to explore extending the term for an additional period, not to exceed five (5) years. The CCSG will review any amendments to changing the Energy Rate and/or the defined 1.5% escalation for such extension period, otherwise the Energy Rate during such extension period will continue to escalate at the same percentage as during the initial term. The term extension and any amendments must be agreed to by all Parties 180 days prior to the expiration of the term. The CCSG will define the logistics, organizational structure and approximate timeline to work with the Energy Consultant, or its replacement, to determine an extension term of the PPA.
9. Rebates and Cost Sharing. SCASD is responsible for receipt of rebates to be provided by the Developer in accordance with the Power Purchase Agreement executed by SCASD (the "Rebates"). Said rebates to be paid to SCASD by the Developer as follows:
- | | |
|---------------------------------------|-------------|
| Upon Execution of the PPA | \$12,500.00 |
| Upon System Construction Commencement | \$12,500.00 |
| Upon CL-Route 58 B LLC Achieving COD | \$35,000.00 |

In addition to rebates, there could be future costs that will need to be shared. If CCSG agrees to hire outside consulting, legal or other services related to this Agreement there will be additional costs. These costs should be managed by the CCSG Coordinator. All rebates and cost invoices should be made to each Party within thirty (30) days. Any payment due to the CCGS Coordinator should be made within thirty (30) days. All rebates and costs will be shared based on the respective MWh share of the PPA as defined in Appendix C.

- 10. Each Party is committed to the PPA for the 15-year term subject to the early termination and penalty for same as noted therein. Should a Party elect to leave the PPA before the 15-year term, it shall provide not less than sixty (60) days prior notice of the same to all Parties herein. Each Party is committed to the contract term and payment schedule with the Retailer (5 years from COD) and Energy Consultant (6 years from COD). If a Party doesn't proceed with any replacement contract with the Retailer and Energy Consultant, they must provide written notice to the CCSG Coordinator and all Parties not less than sixty (60) days prior to the issuance of the Request for Proposal.
- 11. If there is failure to fulfill the PPA terms (PPA Section 13.1 Events of Default) then the Retailer Agreement, Energy Consulting Agreement and this MOU also end.
- 12. Term. The end of term for this Agreement will be fifteen (15) years from COD. Prior to the expiration of the initial term of this Agreement, any Party may request that the term

of this Agreement continue, provided that such notice of the same is given to the CCSG Coordinator and all Parties eight (8) months prior to the expiration date or earlier but in no event will any such notice obligate any Party to continue with this Agreement.

13. Periodic Agreement Review – Reopener. The Parties understand that this Agreement is premised upon facts and circumstances present at the time it becomes effective and that these facts and circumstances may change during the term of the Agreement. Therefore, the Agreement may be reopened by motion approved by a majority of the CCSG to address any significant issues. In addition to the same and in order to provide for a maximum degree of flexibility in the Agreement and help achieve a successful Solar Project, the following evaluation provisions will apply:
 - a. A Party may request, at any Party's sole discretion upon forty-five (45) days written notice to the CCSG Coordinator and all Parties, an evaluation session at any time during the term of the Agreement; provided, however, there will not be more than one evaluation session during any three (3) calendar year period of this Agreement.
 - b. Topics which may be discussed at any evaluation session include, but are not limited to, a Party's ability to comply with the legal, financial, and technical requirements of the Agreement; and contract related issues; and any other Solar Project related topics a Party deems relevant.
 - c. During an evaluation session, all Parties will fully cooperate. To the extent information or documents contain confidential information, such confidential information may not be disclosed to third parties.
 - d. Regardless of the motion to open and discussions held thereafter, this Agreement may only be varied, modified, or altered by the unanimous approval of the CCSG. No alterations, amendments, modifications, or variations of the terms of this Agreement will be valid unless made in writing and signed by a duly authorized representative of each Party.
14. Indemnification. Each Party shall indemnify, hold harmless and defend all other Parties against any and all loss, damage, suits, claims, liability and expenses (including, without limitation, reasonable litigation expenses and legal fees) arising out of any claim for loss of or damage to property, and personal injury to or death of persons, including the employees of any Party resulting from any act or omission of that Party, or its employees, contractors or agents, arising out of or during the performance of this Agreement.
15. Disputes. If disputes relative to the implementation of this Agreement arise, then it is the intent of the Parties that their representatives shall meet to discuss the issues in an effort to resolve the dispute. If the Parties are unable to resolve said dispute, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute resolution, to facilitate the resolution of the dispute. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated

within forty-five (45) days of the initial request for mediation. In the event the Parties are still unable to resolve any dispute, then the matter shall be heard in the Court of Common Pleas of Centre County, Pennsylvania.

16. No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior written consent of all Parties hereto.
17. The terms and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the successors of the parties hereto.
18. This document represents the entire and integrated agreement between and among the Parties and super cedes all prior negotiations, representations, and agreements, either written or oral.
19. The Agreement shall bind and benefit the Parties to this Agreement and their legal representatives and successors in interest.
20. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
21. The persons executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) the persons are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.
22. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.
23. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.
24. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between and among the Parties.
25. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other

5/8/25

person, firm, organization or corporation shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

5/8/25

Centre County

By: John Franek, Jr
Title: Administrator

Attest:

By: Eric Good
Title: Executive Office Supervisor

Dated: _____

Centre Region
Council of Governments

By: [Signature]
Title: EXECUTIVE DIRECTOR

Attest:

By: Pamela Adams
Title: CRPA Director

Dated: 5/16/25

5/8/25

College Township

By: Adam [Signature]

Title: Township Manager

Attest:

By: Pamela Adams

Title: CRPA Director

Dated: 6/16/25

Ferguson Township

By: [Signature]

Title: Township Manager

Attest:

By: [Signature]

Title: Executive Asst

Dated: 6-16-25

Harris Township

By: 

Title: Township Manager

Attest:

By: Pamela Adams

Title: CRPA Director

Dated: 6/9/2025

Patton Township

By: 

Title: Township Manager

Attest:

By: Xawana Moore

Title: Asst Township Secretary

Dated: 5/16/2025

5/8/25

College Township Water Authority

By: 

Title: Manages

Attest:

By: 

Title: Assistant Township Manager

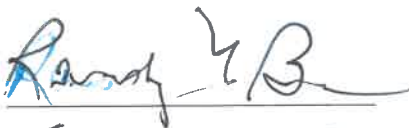
Dated: 6/16/25

State College Area School District

By: 

Title: SCASD Board President

Attest:


By: 

Title: FINANCE AND OPERATIONS OFFICERS

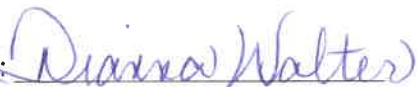
Dated: May 16, 2025

5/8/25

State College Borough


By: 
Title: Borough Manager

Attest:


By: 
Title: Assistant Borough Secretary

Dated: 6/13/25

State College Borough Water
Authority

By: 
Title: Executive Director

Attest:

By: 
Title: CRPA Director

Dated: 6/4/25

Appendix

A – Cost Sharing Agreement PAGES 10 - 22

B – Guiding Principles PAGE 23

C – Organizations' MW Share of PPA PAGE 24

D – Contracts (*attached once approved*)

E – Current List of CCSG Coordinator and Appointees PAGE 25

APPENDIX A

COST SHARING AGREEMENT **for ENERGY CONSULTANT PROCUREMENT**

THIS COST SHARING AGREEMENT ("Agreement") is entered into by and between the Centre County, a county of the Fourth Class with an address of Willowbank Office Building, 420 Holmes Street, Bellefonte, Pennsylvania 16823; Centre Region Council of Governments, a voluntary association of State College Borough and surrounding townships with an address of 2643 Gateway Drive, State College, Pennsylvania 16801; College Township, a township of the Second Class with an address of 1481 East College Avenue, State College, Pennsylvania 16801; Ferguson Township, a township of the Second Class with an address of 3147 Research Drive, State College, Pennsylvania 16801; Halfmoon Township, a township of the Second Class with an address of 1948 Halfmoon Valley Road, Port Matilda, Pennsylvania 16870; Harris Township, a township of the Second Class with an address of 224 East Main Street, Boalsburg, Pennsylvania 16827; Patton Township, a township of the Second Class with an address of 100 Patton Plaza, State College, Pennsylvania 16803; State College Borough, a borough of the Second Class with an address of 243 South Allen Street, State College, Pennsylvania 16801; State College Borough Water Authority, an authority with an address of 1201 West Branch Road, State College, Pennsylvania 16801; Centre County Recycling And Refuse Authority, an authority with an address of 253 Transfer Road, Bellefonte, Pennsylvania 16823; College Township Water Authority, an authority with an address of 1481 East College Avenue, State College, Pennsylvania 16801; Centre Area Transportation Authority, an authority with an address of 2081 West Whitehall Road, State College, Pennsylvania 16801; Centre County Housing Authority, an authority with an address of 602 East Howard Street, Bellefonte, Pennsylvania 16823; Centre Hall Potter Sewer Authority, an authority with an address of 2940 Penns Valley Pike, Centre Hall, Pennsylvania 16828; and State College Area School District, a school district of the second class with an address of 240 Villa Crest Drive, State College, Pennsylvania 16801 ("Parties").

W I T N E S S E T H.

WHEREAS, the Parties hereto are public entities located in and around Centre County, Pennsylvania; and

WHEREAS, the Parties are organized in whole and/or in part for the benefit of the citizens who reside in and around Centre County, Pennsylvania; and

WHEREAS, the Parties use and consume electricity in support of their respective operations; and

WHEREAS, the Parties have entered into a voluntary collective for the purpose of identifying an energy consultant, and thereby reducing individual costs for identifying the consultant and ultimately, as part of separate and individual agreements, purchasing electricity; and

WHEREAS, the Parties intend to pay for their proportionate share of collective costs for identifying the consultant, consulting fees, and related attorney's fees; and

WHEREAS, the Parties desire to set forth their respective rights, duties, obligations, and procedures in regards to the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The hereinbefore recitals are incorporated by reference as if each had been set forth at length herein.
2. This Agreement is contingent upon the approval of each of the respective Boards and Councils of the Parties, and shall remain in full force and effect for a period of twenty-four (24) months after a contract is entered into with the energy consultant.
3. State College Area School District, on behalf of itself and all entities which are parties to this Agreement, shall be the lead entity, and shall, *inter alia*, submit and receive the approved Request for Proposals.
4. The Parties shall pay their proportionate share of collective costs, to include those incurred for identifying an energy consultant cost, the energy consultant fees, and any related attorney's fees. Collective costs shall include any related cost or expense which State College Area School District may incur in its role as lead entity, to include costs of litigation. The selection and retention of the energy consultant shall be separately and independently approved by

each of the participating organizations, and is beyond the scope of this Agreement. (The attorney fees may include, but not limited to, the request for qualification process to evaluate and engage with an energy consultant as well as drafting and evaluating the request for proposal process.) The proportionate share shall be based upon their usage of electricity during calendar year 2018. The percentages allocated to each of the parties is set forth in Exhibit A which is attached hereto and made a part hereof. The proportionate payment shall be due to State College College Area School District irrespective of whether a party chooses to engage an energy consultant.

5. State College Area School District shall advance payments for the collective costs, and within thirty (30) days of the close of each quarter submit itemized invoices to the Parties for payment. Payment shall be due within thirty (30) days.

6. State College Area School District shall maintain records of, *inter alia*, the invoices it receives and the payments it makes on behalf of the Parties, and such records shall be available for inspection by any of the Parties during regular business hours.

7. This Agreement may be varied, modified, or altered by the consent of the Parties. No alterations, amendments, modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the Parties.

8. If disputes relative to the implementation of this Agreement arise, then it is the intent of the Parties that their representatives shall meet to discuss the issues in an effort to resolve the dispute. If the Parties are unable to resolve said dispute, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute resolution, to facilitate the resolution of the dispute. If the Parties are unable to mutually select a mediator, then the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation. In the event the Parties are still unable to resolve

any dispute, then the matter shall be heard in the Court of Common Pleas of Centre County, Pennsylvania.

9. No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior written consent of all Parties hereto.

10. The terms and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the successors of the parties hereto.

11. This document represents the entire and integrated agreement between and among the Parties and super cedes all prior negotiations, representations, and agreements, either written or oral.

12. If a court or arbitrator of competent jurisdiction holds any provision or clause herein to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining provisions or clauses, or portions thereof, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision or clause.

13. The Agreement shall bind and benefit the Parties to this Agreement and their legal representatives and successors in interest.

14. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. For purposes of general operations, the contact representative for State College Area School District shall be Randy L. Brown, Finance and Operations Officer, and his contact information is as follows:

240 Villa Crest Drive
State College, Pennsylvania 16801
814-231-1021
Rlb21@scasd.org

16. All notices to the Parties may be given electronically, and to the electronic mail addresses contained in Exhibit B attached hereto and made a part hereof.

17. The persons executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) the persons are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

18. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

19. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

20. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between and among the Parties.

21. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

22. The Parties acknowledge that additional municipal governments, school districts, or agencies in the County of Centre may elect to enter into this agreement after the initial election period. If election is made, the additional organizations will pay their portion of the collective costs using the same allocation method as all other Parties as

included in Exhibit A. It should also be understood that the inclusion of additional organizations will result in a refund of costs to all other Parties.

EXHIBIT A

As Approved at 12/18/19 SPPA Meeting

Month	kWh Utilized														Total	
	CCBRA	Centre Co	SCASD	SCBWA	CATA	SCCHA	CHPSA	COS	SEB	FAIRUSED	Patton	Colliers	CTWA	Hallmoon		Harris
January	70,784	215,933	1,474,887	409,045	2,862,760	1,017,299	495,130	113,920	3,111,534	58,413	45,331	35,478	69,094	7,805	13,509	10,000,932
February	61,520	192,859	1,244,806	441,272	-	-	-	115,955	47,144	39,150	25,048	61,428	10,860	11,177	2,251,219	
March	60,240	185,740	1,115,968	383,280	-	-	-	106,551	47,467	36,074	30,187	53,075	10,231	8,916	2,037,829	
April	46,864	166,935	1,038,836	387,090	-	-	-	108,033	43,728	35,507	32,548	53,240	6,598	8,142	1,927,521	
May	43,296	155,847	1,045,919	386,012	-	-	-	100,395	39,288	27,194	31,049	50,134	6,215	4,789	1,890,138	
June	39,704	173,075	978,098	362,209	-	-	-	118,101	43,789	25,926	30,471	52,413	4,507	3,234	1,831,527	
July	43,360	147,845	811,785	346,405	-	-	-	161,032	45,473	25,899	32,240	50,962	3,977	3,331	1,672,309	
August	43,432	171,105	828,907	339,381	-	-	-	167,354	47,060	26,657	31,513	48,550	4,045	4,470	1,712,484	
September	44,024	169,377	1,291,683	297,486	-	-	-	160,564	47,216	29,246	33,267	51,241	3,581	3,757	2,133,442	
October	39,775	150,086	1,196,764	361,938	-	-	-	154,772	43,878	26,383	32,989	54,757	3,984	4,567	2,069,894	
November	54,232	168,401	1,315,030	363,590	-	-	-	116,609	44,926	31,563	31,604	93,995	2,925	7,197	2,230,073	
December	62,975	197,614	1,402,372	381,958	-	-	-	99,928	49,676	41,203	36,232	64,860	4,141	12,141	2,333,101	
Total	610,208	2,094,817	13,747,055	4,459,666	2,862,760	1,017,299	495,130	1,523,314	3,111,534	558,058	390,143	382,626	703,749	68,870	85,230	32,110,459
% Usage	1.90%	6.52%	42.81%	13.89%	8.92%	3.17%	1.54%	4.74%	9.69%	1.74%	1.22%	1.19%	2.19%	0.21%	0.27%	100.00%
Estimated Cost **	\$ 1,235	\$ 4,238	\$ 27,827	\$ 9,029	\$ 5,798	\$ 2,061	\$ 1,001	\$ 3,081	\$ 6,299	\$ 1,131	\$ 793	\$ 774	\$ 1,424	\$ 137	\$ 176	\$ 65,000

** - Estimated Cost is the proportionate share of \$65,000 in legal and consulting services. \$65,000 falls at the higher end of the estimated cost of said services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein above written.

Centre County

By: Michael Pjze
Chair

Attest:

Maryann Gray
Secretary

Dated: 8.18.2020

Centre Region
Council of Governments

EA

By: EA
Chair

Attest:

EA
Secretary

Dated: 10/28/2020

College Township

By: [Signature]
Chair

Attest:

[Signature]
Secretary

Dated: 9/4/2020

Ferguson Township

By: [Signature]
Chair

Attest:

[Signature]
Secretary

Dated: 9/24/20

Halfmoon Township

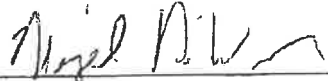
By: [Signature]
Chair

Attest:


[Signature]
Secretary

Dated: 10/09/2020

Harris Township

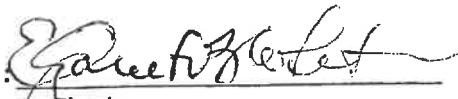
By: 
Chair

Attest:



Secretary

Dated: 9/22/2020

Patton Township

By: 
Chair

Attest:


Secretary

Dated: 9/30/2020

State College Borough

By: [Signature]
Borough Manager

Attest:

[Signature]
Assistant Borough Secretary

Dated: 7/7/20

State College Borough Water Authority

By: [Signature]
Chair

Attest:


[Signature]
Secretary

Dated: 8/11/20

Centre County Recycling And Refuse
Authority


By: 
Chair

Attest:


Secretary

Dated: SEP 14 2020

College Township Water Authority


By: 
Chair

Attest:



Secretary

Dated: 2 September 2020

Centre Area Transportation
Authority

By: 
Chair

Attest:


Secretary

Dated: 09/28/2020

Centre Hall Potter Sewer
Authority

By: [Signature]
Chair

Attest:

[Signature]
Secretary

Dated: 8-12-2020

Centre County Housing
Authority

By: [Signature]
Chair

Attest:

[Signature]
Secretary/Executive Director

Dated: 8-21-2020

State College Area School District

By: [Signature]
Vice President

Attest:

[Signature]
Secretary

Dated: 4-8-2020

APPENDIX B

Guiding Principles

- A. Aggregate purchasing power to reduce costs – **more competitive rates**
- B. **Mitigate** exposure to **budget volatility** and price increases inherent in the electricity markets in addition to meeting sustainability and climate goals
- C. Contribute to the global effort to **mitigate** the **risks of climate change**
- D. **Promote solar** market prosperity and **jobs growth** in Pennsylvania
- E. **Educate** constituents about renewable energy benefits and risks
- F. Promote **diversity of the energy grid** and reduce dependence on fossil fuels
- G. Provide structures **aesthetically compatible** with the facilities surrounding neighborhoods

APPENDIX C

Organizations Share of the PPA

Entity	% in PPA	Alternating Current (AC)			Share of PPA MW	% share of total PPA	Share of PPA MW
		Estimated PPA Generation kwh	Share of PPA MW	% share of total PPA			
State College Area School District	80%	12,792,000	10.23	6.34	55.9%	6.34	
State College Borough Water Authority	60%	2,722,054	2.18	1.35	11.9%	1.35	
State College Borough	80%	2,305,003	1.84	1.14	10.1%	1.14	
Centre County Government	90%	2,269,894	1.82	1.12	9.9%	1.12	
Centre Region Council of Governments	80%	1,161,721	0.93	0.58	5.1%	0.58	
Ferguson Township	90%	522,854	0.42	0.26	2.3%	0.26	
College Township Water Authority	60%	391,473	0.31	0.19	1.7%	0.19	
Patton Township	80%	317,125	0.25	0.16	1.4%	0.16	
College Township	80%	330,907	0.26	0.16	1.4%	0.16	
Harris Township	60%	58,516	0.05	0.03	0.3%	0.03	
Total	77%	22,871,547	18.30	11.33	100%	11.33	

Estimated Yield to determine size	1,250
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Solar Size = Solar generation / Yield / 1,000

APPENDIX E

CENTRE COUNTY SOLAR GROUP

CCSG Coordinator

SCASD: State College Area School District
Business Office and Finance Department
240 Villa Crest Drive
State College, PA 16801
Attn: Randy Brown
rlb21@scasd.org

CCSG Appointees

Centre County	John Franek	Centre County administrator
Centre Region COG	Dennis Hameister	Elected official
College Township	Mike Bloom	Assistant Township Manager
CTWA	Adam Brumbaugh	Township Manager
Ferguson Township	Todd Grady	Finance Director
Harris Township	Dennis Hameister	Elected official
Patton Township	Betsy Whitman (Alt Larry Pegher)	Elected official (Finance Director)
SCASD	Aaron Miller	Elected board member
SCASD	Jackie Huff	Elected board member
State College Borough	Jasmine Fields	Sustainability Officer
SCBWA	Brian Heiser	Executive Director