

ORDINANCE NO. 2009-9

**AN ORDINANCE OF THE SILVER SPRING TOWNSHIP
PROVIDING FOR AN AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT
APPOINTING THE MUTUAL UTILITY ALLIANCE AS THE
CONSULTANT OF THE SILVER SPRING TOWNSHIP FOR
THE PURPOSE OF BIDDING AND PURCHASING CERTAIN
UTILITY PRODUCTS AND SERVICES AS DESIGNATED IN
THE AMENDED AND RESTATED INTERGOVERNMENTAL
COOPERATION AGREEMENT.**

The Board of Supervisors of Silver Spring Township hereby ordains as follows:

Section I. The appropriate official of the Silver Spring Township is hereby authorized and directed to execute and deliver a Joinder to the Amended and Restated Intergovernmental Cooperation Agreement dated May 13, 2009 (the "**Agreement**"), a copy of which is attached hereto and made a part hereof, and to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement.

Section II. The Township Manager is hereby authorized to deliver a written commitment to purchase the specific Services through the Municipal Utility Alliance Program, and to execute a Purchase and Sales Agreement with the Supplier on the terms and conditions as negotiated and obtained by the MUA, provided that the conditions set forth in Section 12 of the Agreement have been met.

Section III. Written notices under Section 18(a) of the Agreement intended for this Agency shall be sent to the following individual at the address shown:


Silver Spring Township
6475 Carlisle Pike
Mechanicsburg, PA 17050
Attention: William S. Cook

With a copy to: Steve A. Stine, Esquire
23 Waverly Drive
Hummelstown, PA 17036


Section IV. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which personal property shall be acquired, managed and disposed of, are set forth in the attached Agreement.

ORDAINED at a duly assembled public meeting held this 13 day of May, 2009.

ATTEST:


Township Secretary

BOARD OF SUPERVISORS
TOWNSHIP OF SILVER SPRING

By: 
Chairman

JOINDER AGREEMENT

The Township of Silver Spring, with offices at 6475 Carlisle Pike, Mechanicsburg, PA 17050, intending to be legally bound hereby, joins in the Intergovernmental Cooperation Agreement dated as of the 13th day of May, 2009 by and among the MUNICIPAL UTILITY ALLIANCE, a Pennsylvania non-profit corporation and all other Pennsylvania Local Governments signatory to the said Agreement. This Joinder Agreement shall have the same force and effect as if the undersigned had executed an original Agreement with the MUA, the Pennsylvania Local Governments and all other Agencies executing a Joinder.

The execution and delivery of this Joinder is authorized (i) in the case of all Agencies, by Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1901 *et seq.*; (ii) in the case of an Agency that is a municipal authority, by the Municipality Authorities Act, 53 Pa. C.S. § 5601 *et seq.*; and (iii) in the case of an Agency that is a local government, by the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301 *et seq.*

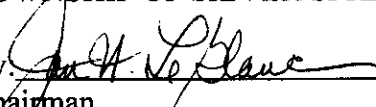
EXECUTED on the 13th day of May, 2009.

ATTEST:

BOARD OF SUPERVISORS
TOWNSHIP OF SILVER SPRING



Township Secretary

By: 

Chairman

This Joinder is authorized by Ordinance No. 9 of 2009 adopted at a duly assembled public meeting held the 13th day of May, 2009, a true and correct copy of which is attached hereto.

AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT

This Amended and Restated Intergovernmental Cooperation Agreement (“**Agreement**”) is made and entered into as of this _____ day of _____, 20____ (“**Effective Date**”) by and among the MUNICIPAL UTILITY ALLIANCE, a Pennsylvania non-profit corporation with a principal office located at 414 North Second Street, Harrisburg, Pennsylvania 17101 (the “**MUA**”), and Lower Paxton, a Pennsylvania Township of the Second class, (the “**Lead Local Government**”), and each local government or municipal authority located in the Commonwealth of Pennsylvania that joins in this Agreement by the execution of a Joinder in the form attached to this Agreement as Exhibit A (each, an “**Agency**”, and collectively, “**Agencies**”).

BACKGROUND:

- A. Federal and state laws now in effect have resulted in deregulation of the markets for electrical power and other utility products and services, thereby making available to local governments and municipal authorities favorable pricing through joint purchasing of utility products and services in volume.
- B. A joint purchasing program may result in favorable pricing through use by local governments and municipal authorities of a bidding and purchasing consultant.
- C. The MUA was created by the Pennsylvania League of Cities and Municipalities for the specific purpose of acting as a consultant for local governments and municipal authorities in the bidding and purchasing of utility products and services.
- D. The Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301 *et seq.* (the “**IGCA**”), provides, *inter alia*, that two or more local governments in Pennsylvania may jointly cooperate with each other in the exercise or performance of their respective governmental functions, powers or responsibilities; and that such local governments so cooperating shall enter into joint agreements as deemed appropriate for such purposes.
- E. Municipal authorities are authorized to cooperate with other governmental units in the area of procurement under Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1901 *et seq.* (the “**Code**”), and the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. § 5601 *et seq.* (the “**Authorities Act**”).
- F. The MUA and several Agencies have entered into an Intergovernmental Cooperation Agreement dated July 9, 1998, under which the MUA acts as such Agencies’ consultant in the bidding and purchasing of utility products and services (the “**Prior Agreement**”).

G. In view of impending changes in the market for electrical power in Pennsylvania, including removal of existing price caps, the MUA, the Lead Local Government and the Agencies desire to amend and restate the Prior Agreement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises, and intending to be legally bound hereby, the MUA, the Lead Local Government and the Agencies covenant and agree as follows:

1. Incorporation of Recitals. The recital paragraphs set forth above are hereby incorporated in this Agreement by this reference and shall, for all purposes, be a part hereof.

2. Amendment and Restatement.

(a) Upon joinder in the execution of this Agreement (pursuant to Section 10 hereof) by any Agency that is a party to the Prior Agreement, the Prior Agreement shall terminate and be of no further force or effect, and shall be superseded in its entirety by this Agreement, as between the MUA and such Agency.

(b) The failure of an Agency to have executed the Prior Agreement, as described in Section 2(a) hereof, shall not prevent any Agency that is not a party to the Prior Agreement from joining in the execution of this Agreement.

3. Permitted Participants. Any "local government" as defined in § 2302 of the IGCA or "authority" as defined in § 5602 of the Authorities Act shall be permitted to join in this Agreement as an Agency.

4. Designation of MUA as Consultant. The MUA is hereby designated, and hereby accepts the designation, as the representative of and consultant to the Agencies in the bidding and purchasing of utility products and services (the "**Program**"), subject to the terms and conditions of this Agreement. The utility products and services under the Program will include electric power, and may also include telecommunications, energy conservation, natural gas, heating oil, or such other products and services, as authorized by the by-laws and resolutions of the MUA (the "**Services**").

5. Limited Authority of MUA.

(a) The MUA shall at all times act solely as the Agencies' representative and consultant with respect to the implementation and operation of the Program. The MUA shall have no authority to act as an "aggregator", "market aggregator", "broker" or "marketer" as those terms are defined in the Pennsylvania Electricity Generation Customer Choice and Competition Act, 66 Pa. C.S. § 2801 *et seq.*

(b) The MUA shall have no authority to execute any agreement for the purchase of Services (a "**Purchase and Sales Agreement**") on behalf of any Agency.

6. Covenants of MUA. The MUA hereby covenants and agrees to perform the following obligations:

- (a) Develop solicitation documents and forms of agreement;
- (b) Formulate relevant standards or specifications for the Services for which proposals will be solicited from suppliers of such Services;
- (c) Develop and periodically publish objectives that are targeted to be met or exceeded in the solicitation of proposals for the Services (the “**Buying Goals**”);
- (d) Develop and implement solicitation procedures for the aforesaid Services, provide notices of such solicitation in accordance with § 2308 of the IGCA, and solicit proposals from suppliers;
- (e) Review proposals received from suppliers and determine (i) the proposal or proposals submitted that meet the requirements of the solicitation and (ii) the award or awards that are in the best interests of the Agencies;
- (f) Review proposals received from suppliers and negotiate terms and conditions of Purchase and Sales Agreements for the provision of the Services, which terms and conditions shall reflect the current, published Buying Goals;
- (g) Select, in its discretion, the supplier or suppliers of the Services (whether one or more, the “**Supplier**”) from amongst the suppliers that have submitted proposals, each of which, in the case of electricity procurement under the Program, shall be licensed by the Pennsylvania Public Utility Commission to engage in the retail sale of electricity, and promptly notify the Agencies upon such selection, which notice shall include the material terms and conditions of the proposal selected;
- (h) Obtain the written, binding commitments of the Agencies that desire to enter into Purchase and Sales Agreements with the Supplier, and coordinate the execution by the Agencies and delivery to the Supplier of the applicable Purchase and Sales Agreements; and
- (i) Provide such other services as are necessary for the implementation and operation of the Program.

7. Reliance by MUA.

(a) The Lead Local Government and each Agency hereby expressly agree and acknowledge that the MUA shall be entitled, in the performance of its obligations hereunder, to rely upon the commitment of the Lead Local Government and each such Agency to purchase Services under a Purchase and Sales Agreement with the Supplier (in accordance with Section 11(d) hereof), provided that the conditions set forth in Section 12 hereof are satisfied.

(b) Each Agency retains at all times the discretion as to whether to provide a binding commitment to enter into a Purchase and Sales Agreement pursuant to Section 11(d) hereof. Once an Agency has delivered its binding commitment to the MUA under Section 11(d) hereof, the Agency shall be committed to purchase the Services through the Program, and the MUA shall be entitled to rely upon that commitment, as set forth in Section 7(a) hereof.

8. Compensation of MUA.

(a) The MUA shall not be entitled to any compensation from the Agencies under this Agreement. The MUA's compensation in connection with the Services for the MUA's representation of and consultation with the Agencies shall be exclusively in the form of payments from, and the reimbursement of expenses by, the Supplier.

(b) Notwithstanding anything in Section 8(a) hereof to the contrary, the MUA expressly reserves the right to establish and assess against each Agency and the Lead Local Government a reasonable participation fee for participation in the Program.

9. Lead Local Government.

(a) Designation. The Lead Local Government is hereby designated, and hereby accepts the designation, to act as the lead local governmental entity for the purposes set forth in Section 9(b) hereof or as otherwise permitted or required by Applicable Law (as defined herein), including, without limitation, acceptance of any delegation of governmental power by any local government pursuant to § 2305 and § 2307 of the IGCA.

(b) Responsibilities. The Lead Local Government shall act as the representative of the Agencies, and shall take such other lawful action on behalf of the Agencies, as may be necessary to carry out the purposes of this Agreement; subject, however, to the terms and conditions of this Agreement and Applicable Law. The parties to this Agreement acknowledge and agree that the Lead Local Government may itself be an Agency within the meaning of this Agreement.

10. Joinder of Agencies. Any Agency may join in this Agreement at specific times and during specific periods of time established by the MUA, by the execution of a Joinder substantially identical to the form attached to this Agreement as Exhibit A; provided, however, that no such Joinder shall be effective unless and until the Agency has enacted an ordinance, or resolution in the case of an entity not authorized to enact an ordinance, as may be appropriate, authorizing execution of such Joinder, which ordinance or resolution is substantially identical to the form attached to this Agreement as Exhibit B. Upon execution of an effective Joinder, the Agency shall be deemed to have agreed to all of the terms and conditions of this Agreement.

11. Covenants of Agencies. Each Agency (including, for purposes of this Section 11, the Lead Local Government) hereby covenants and agrees to perform the following obligations:

(a) Release. Each Agency shall provide to the MUA an executed release, in form and substance as reasonably determined by the MUA, authorizing prospective suppliers of

Services to access the Agency's accounts with the Agency's electricity generating company (in the case of electricity procurement under the Program) for the purpose of determining, *inter alia*, electricity usage with respect to each such account; provided, however, that execution of such release shall not constitute the Agency's binding commitment to enter into a Purchase and Sales Agreement with the Supplier.

(b) Other Information. Each Agency shall provide such other information to the MUA as the MUA shall reasonably request in connection with the performance of its obligations hereunder, including, without limitation, such information as may be necessary or desirable in the solicitation of proposals from suppliers, the development and publication of Buying Goals, and the preparation or negotiation of a Purchase and Sales Agreement with the Supplier.

(c) Approval of Buying Goals. Each Agency shall review any Buying Goals published by the MUA. In the event that the Agency disapproves of the Buying Goals, it shall notify the MUA of its disapproval in writing, stating the reason for such disapproval.

(d) Binding Commitment. In the event that an Agency desires to enter into a Purchase and Sales Agreement with the Supplier, the Agency shall (i) provide to the MUA a written instrument, in form and substance reasonably satisfactory to the MUA, that sets forth the Agency's binding commitment to enter into a Purchase and Sales Agreement with the Supplier, subject to the provisions of Section 12 hereof, and (ii) cause such commitment to be duly approved by appropriate governmental action.

(e) Acceptance of Proposal. In the event that (i) the Agency has provided its written commitment pursuant to Section 11(d) hereof, (ii) proposals for any Services under the Program have been solicited, received and reviewed by the MUA, and (iii) the MUA has selected the Supplier, the Supplier's proposal shall be deemed accepted by the Agency, and the Agency shall be bound by the terms and conditions of the Purchase and Sales Agreement negotiated by the MUA and the Supplier, subject to the provisions of Section 12 hereof.

(f) Restriction on Bidding. In the event that (i) the Agency elects not to provide a written commitment pursuant to Section 11(d) hereof, (ii) proposals for any Services under the Program have been solicited, received and reviewed by the MUA, and (iii) the MUA has selected the Supplier, the Agency shall neither independently solicit bids or proposals for, nor enter into any agreement for, the provision of such Services for a period of one hundred twenty (120) days after the date on which proposals must be received by the MUA, as set forth in the applicable request for proposal.

(g) Purchase and Sales Agreement. If the Agency has provided its binding commitment pursuant to Section 11(d) hereof, and the Supplier's proposal has been accepted pursuant to Section 11(e) hereof, then, subject to the provisions of Section 12 hereof, the Agency shall execute a Purchase and Sales Agreement with the Supplier on the terms and conditions as negotiated and obtained by the MUA. Upon execution of the Purchase and Sales Agreement with the Supplier, Agency shall be bound by the terms and conditions thereof. Without limiting the generality of the preceding sentence, the Agency shall be responsible for payment of all

charges provided in such Purchase and Sales Agreement, including taxes if applicable, and shall make all payments thereof directly to the Supplier.

12. Condition of Agency's Obligation. The MUA shall develop and periodically publish the Buying Goals for the Services identified for cooperative purchasing pursuant to this Agreement, and shall ensure that the standards set forth in the current, published Buying Goals are included in the applicable Purchase and Sales Agreement. The obligation of an Agency (including, for purposes of this Section 12, the Lead Local Government) to execute any Purchase and Sales Agreement shall be subject to the condition that each of the standards set forth in the current, published Buying Goals for the Services has been agreed by the Supplier and is included in the applicable Purchase and Sales Agreement.

13. Compliance with Law. The MUA, the Lead Local Government and any Agency that joins in this Agreement shall comply at all times with Applicable Law in the performance of their obligations hereunder. The term "**Applicable Law**" shall mean any federal, state or local law, statute, ordinance, code, order, rule or regulation governing the performance by any party hereto (including any joinder party) of its obligations hereunder, including, without limitation, the IGCA and Chapter 19 of the Code.

14. Compliance with Utility Regulation. The Supplier shall be obligated to comply with all laws governing the furnishing of the utility product or service in the terms and conditions of the Purchase and Sales Agreement.

15. Representations and Warranties.

(a) By the MUA. The MUA hereby represents and warrants, as of the Effective Date, that:

(i) The MUA is a Pennsylvania non-profit, non-stock corporation, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania;

(ii) The MUA has full power and authority and has taken all action necessary to enter into and perform its obligations under this Agreement;

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder, does not and will not violate or conflict with the MUA's articles of incorporation, its by-laws, Applicable Law, or the terms or provisions of any material agreement or any order, award, judgment or decree to which the MUA is a party or by which it is bound;

(iv) The execution of this Agreement will not and does not constitute a default under the terms or provisions of any material agreement or any order, award, judgment or decree to which the MUA is a party or by which it is bound;

(v) This Agreement is the MUA's legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; and

Services to access the Agency's accounts with the Agency's electricity generating company (in the case of electricity procurement under the Program) for the purpose of determining, *inter alia*, electricity usage with respect to each such account; provided, however, that execution of such release shall not constitute the Agency's binding commitment to enter into a Purchase and Sales Agreement with the Supplier.

(b) Other Information. Each Agency shall provide such other information to the MUA as the MUA shall reasonably request in connection with the performance of its obligations hereunder, including, without limitation, such information as may be necessary or desirable in the solicitation of proposals from suppliers, the development and publication of Buying Goals, and the preparation or negotiation of a Purchase and Sales Agreement with the Supplier.

(c) Approval of Buying Goals. Each Agency shall review any Buying Goals published by the MUA. In the event that the Agency disapproves of the Buying Goals, it shall notify the MUA of its disapproval in writing, stating the reason for such disapproval.

(d) Binding Commitment. In the event that an Agency desires to enter into a Purchase and Sales Agreement with the Supplier, the Agency shall (i) provide to the MUA a written instrument, in form and substance reasonably satisfactory to the MUA, that sets forth the Agency's binding commitment to enter into a Purchase and Sales Agreement with the Supplier, subject to the provisions of Section 12 hereof, and (ii) cause such commitment to be duly approved by appropriate governmental action.

(e) Acceptance of Proposal. In the event that (i) the Agency has provided its written commitment pursuant to Section 11(d) hereof, (ii) proposals for any Services under the Program have been solicited, received and reviewed by the MUA, and (iii) the MUA has selected the Supplier, the Supplier's proposal shall be deemed accepted by the Agency, and the Agency shall be bound by the terms and conditions of the Purchase and Sales Agreement negotiated by the MUA and the Supplier, subject to the provisions of Section 12 hereof.

(f) Restriction on Bidding. In the event that (i) the Agency elects not to provide a written commitment pursuant to Section 11(d) hereof, (ii) proposals for any Services under the Program have been solicited, received and reviewed by the MUA, and (iii) the MUA has selected the Supplier, the Agency shall neither independently solicit bids or proposals for, nor enter into any agreement for, the provision of such Services for a period of one hundred twenty (120) days after the date on which proposals must be received by the MUA, as set forth in the applicable request for proposal.

(g) Purchase and Sales Agreement. If the Agency has provided its binding commitment pursuant to Section 11(d) hereof, and the Supplier's proposal has been accepted pursuant to Section 11(e) hereof, then, subject to the provisions of Section 12 hereof, the Agency shall execute a Purchase and Sales Agreement with the Supplier on the terms and conditions as negotiated and obtained by the MUA. Upon execution of the Purchase and Sales Agreement with the Supplier, Agency shall be bound by the terms and conditions thereof. Without limiting the generality of the preceding sentence, the Agency shall be responsible for payment of all

charges provided in such Purchase and Sales Agreement, including taxes if applicable, and shall make all payments thereof directly to the Supplier.

12. Condition of Agency's Obligation. The MUA shall develop and periodically publish the Buying Goals for the Services identified for cooperative purchasing pursuant to this Agreement, and shall ensure that the standards set forth in the current, published Buying Goals are included in the applicable Purchase and Sales Agreement. The obligation of an Agency (including, for purposes of this Section 12, the Lead Local Government) to execute any Purchase and Sales Agreement shall be subject to the condition that each of the standards set forth in the current, published Buying Goals for the Services has been agreed by the Supplier and is included in the applicable Purchase and Sales Agreement.

13. Compliance with Law. The MUA, the Lead Local Government and any Agency that joins in this Agreement shall comply at all times with Applicable Law in the performance of their obligations hereunder. The term "**Applicable Law**" shall mean any federal, state or local law, statute, ordinance, code, order, rule or regulation governing the performance by any party hereto (including any joinder party) of its obligations hereunder, including, without limitation, the IGCA and Chapter 19 of the Code.

14. Compliance with Utility Regulation. The Supplier shall be obligated to comply with all laws governing the furnishing of the utility product or service in the terms and conditions of the Purchase and Sales Agreement.

15. Representations and Warranties.

(a) By the MUA. The MUA hereby represents and warrants, as of the Effective Date, that:

(i) The MUA is a Pennsylvania non-profit, non-stock corporation, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania;

(ii) The MUA has full power and authority and has taken all action necessary to enter into and perform its obligations under this Agreement;

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder, does not and will not violate or conflict with the MUA's articles of incorporation, its by-laws, Applicable Law, or the terms or provisions of any material agreement or any order, award, judgment or decree to which the MUA is a party or by which it is bound;

(iv) The execution of this Agreement will not and does not constitute a default under the terms or provisions of any material agreement or any order, award, judgment or decree to which the MUA is a party or by which it is bound;

(v) This Agreement is the MUA's legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; and

(vi) The person or persons executing this Agreement on behalf of the MUA have been duly authorized to execute the same on its behalf.

(b) By the Lead Local Government. The Lead Local Government hereby represents and warrants, as of the Effective Date, that:

(i) It is a "local government" within the meaning of § 2302 of the IGCA and is authorized under the IGCA to enter into and perform all of its obligations under this Agreement;

(ii) It has enacted an ordinance or resolution authorizing execution of this Agreement;

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder, does not and will not violate or conflict with Applicable Law, or the terms or provisions of any material agreement or any order, award, judgment or decree to which the Lead Local Government is a party or by which it is bound;

(iv) The execution of this Agreement will not and does not constitute a default under the terms or provisions of any material agreement or any order, award, judgment or decree to which the Lead Local Government is a party or by which it is bound;

(v) This Agreement is the Lead Local Government's legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; and

(vi) The person or persons executing this Agreement on behalf of the Lead Local Government have been duly authorized to execute the same on its behalf.

(c) By Each Agency. Each Agency hereby represents and warrants, by virtue of, and as of the date of execution of, the Joinder, that:

(i) It is a "local government" within the meaning of § 2302 of the IGCA and is authorized under the IGCA to join in and perform all of its obligations under this Agreement; or it is an "authority" within the meaning of § 5602 of the Authorities Act and is authorized under the Authorities Act and Section 19 of the Code to join in and perform all of its obligations under this Agreement;

(ii) It has enacted an ordinance or resolution authorizing execution of the Joinder for the purpose of joining in this Agreement;

(iii) The Agency's execution and delivery of the Joinder and its joinder in this Agreement, and the performance of its obligations hereunder, do not and will not violate, conflict with, or constitute a default under Applicable Law or the terms or provisions of any material agreement or any order, award, judgment or decree to which the Agency is a party or by which it is bound;

(iv) The Joinder and this Agreement are the Agency's legal, valid and binding obligations, enforceable in accordance with the terms and conditions thereof and hereof; and

(v) The person or persons executing the Joinder have been duly authorized to execute the same on the Agency's behalf.

16. Term and Effectiveness of Agreement.

(a) Effectiveness. This Agreement shall be effective upon execution by the MUA and the Lead Local Government, whether or not any Agency joins in this Agreement pursuant to Section 10 hereof.

(b) Term. The initial term of this Agreement shall be two (2) years, commencing on the Effective Date ("**Initial Term**"). Upon expiration of the Initial Term, the term of this Agreement shall automatically extend for additional periods of one (1) year (each such one-year period, a "**Renewal Term**"), upon the same terms and conditions as set forth herein. Notwithstanding the foregoing, the MUA shall have the right to terminate this Agreement by giving written notice thereof to the other party not less than sixty (60) days prior to the expiration date of the Initial Term or Renewal Term, as applicable. The Lead Local Government shall have the right to terminate its participation in this Agreement, provided (i) that it gives the MUA ninety (90) days' prior written notice and (ii) the MUA secures the participation of a substitute entity to serve as Lead Local Government prior to the expiration of such ninety (90) day period.

17. Review by Local Governmental Commission. Review of this Agreement by the Local Governmental Commission under § 2314 of the IGCA shall not be required.

18. Miscellaneous.

(a) Notice. Any notice or other communication permitted or required under this Agreement shall be in writing and shall be deemed given only if (i) delivered by hand, (ii) sent by prepaid United States first class mail, or (iii) by internationally recognized overnight delivery service that maintains records of delivery, addressed to the parties at their respective addresses specified below or to such other address as the party to whom notice is to be given may have provided in accordance with this Section 18(a). Such notice shall be deemed to have been given as of the date delivered by hand or on the second (2nd) business day (at the place of delivery) after deposit in the United States mail or with an internationally recognized overnight delivery service.

To the MUA:

Municipal Utility Alliance
414 North Second Street
Harrisburg, PA 17101
Attention: Richard Schuettler

With a copy to: Saul Ewing LLP
Suite 700
2 North Second Street
Harrisburg, PA 17104
Attention: William W. Warren, Jr.

To the Lead Local Government: Township of Lower Paxton
425 Prince Street
Harrisburg, PA 17109
Attention: Chairman of the Board of Supervisors

With a copy to: Township of Lower Paxton
425 Prince Street
Harrisburg, PA 17109
Attention: Township Manager

Notice to each Agency shall be at the individual(s) and address(es) set forth in the Joinder executed by that Agency.

(b) Binding Effect. This Agreement shall bind and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(c) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in any respect, then such provision shall be given no effect by the parties and shall not form part of this Agreement. To the fullest extent permitted by Applicable Law, and if the rights or obligations of any party will not be materially and adversely affected, all other provisions of this Agreement shall remain in full force and effect and the parties shall use their best efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with Applicable Law and achieves, as nearly as possible, the original intention of the parties.

(d) Amendment; Waiver. No amendment or modification hereof, nor any waiver of any provision hereof, shall be binding upon the parties unless in writing and duly executed by an authorized representatives of the party against whom enforcement of such amendment, modification or waiver is sought.

(e) Entire Agreement. This Agreement, and, with respect to any Agency, the Joinder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral or which might be inferred by the conduct of the parties, with respect to the subject matter hereof.

(f) Governing Law. The interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(g) Definition of "Party". The term, "party" as used herein shall mean the MUA, the Lead Local Government, and each Agency executing a Joinder in accordance with Section 10 hereof, unless the context otherwise requires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

MUNICIPAL UTILITY ALLIANCE:

By: John A. Garner, Jr.
Name: John A. Garner, Jr.
Title: Exec. Dir.

By: John A. Garner, Jr.
Name: _____
Title: Executive Director/Secretary

ATTEST:

LEAD LOCAL GOVERNMENT:
Township of Lower Paxton

By: Gary A. Crissman
Name: Gary A. Crissman
Title: Secretary of the Board of Supervisors

By: William B. Hewitt
Name: William B. Hewitt
Title: Chairman of the Board of Supervisors